



SPECIAL BOARD MEETING

Monday, March 1, 2021
1:00 PM
Zoom Webinar

AGENDA

1. Call to Order

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum

Present _____ Absent _____

- a. Mrs. Patti Radle
- b. Mr. Arthur Valdez
- c. Ms. Debra A. Guerrero
- d. Mr. Ed Garza
- e. Mr. Steve Lecholop
- f. Mrs. Christina Martinez
- g. Mrs. Alicia M. Perry

2. Recording of Superintendent Present

- a. Mr. Pedro Martinez

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

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

B. Citizens' Presentations - 30-minute total time limit for this item

2. Governance

- A. Approval to Submit an Application to the Texas Education Agency (TEA) for Attendance Waiver for the Missed School Days from February 16, 2021 through February 19, 2021, resulting from Severe Weather Conditions** 4
- B. Approval of a Resolution Authorizing Employee Payment during the recent Statewide Disaster Closure** 6
- C. Approval of the 2021-2022 SAISD Instructional Calendar** 9
- D. Update on SAISD's Response to the Ongoing COVID-19 Crisis and Associated Expenditures** 14
- E. Approval of Parameters Order Authorizing the Issuance of the San Antonio Independent School District Unlimited Tax School Building** 15

BOARD OF TRUSTEES

Patti Radle PRESIDENT

Arthur V. Valdez VICE PRESIDENT

Debra Guerrero SECRETARY

Ed Garza TRUSTEE

Steve Lecholop TRUSTEE

Christina Martinez TRUSTEE

Alicia Sebastian-Perry TRUSTEE

Pedro Martinez SUPERINTENDENT



Bonds In One or More Series at One or More Times and Other Matters
Related Thereto

F. Approval to Nominate a Candidate to Fill in the Vacancy for the Bexar
County Appraisal District Board of Directors 17

3. Consent Agenda

A. Approval to Submit the Staff Development Minutes Waiver to the
Texas Education Agency (TEA) for the 2021-2022 School Year 20

B. Approval of the Memorandum of Understanding (MOU) Between
SAISD and Northwest Vista College for Dual Credit Courses 21

C. Approval of the Memorandum of Understanding (MOU) Between
SAISD and Prairie View A&M University for College Enrollment,
Persistence, and Completion Initiatives 56

D. Approval of the Renewal of the Memorandum of Understanding
(MOU) Between SAISD and the University of Houston-Victoria for
College Enrollment, Persistence, and Completion Initiatives 63

E. Approval of the Memorandum of Understanding (MOU) Between
SAISD and the General Consulate of Mexico in San Antonio 69

F. Approval of the Memorandum of Understanding (MOU) Between
SAISD and the General Consulate of Mexico in San Antonio through the
Program Plazas Comunitarias 87

G. Approval of the Memorandum of Understanding (MOU) Between
SAISD and San Antonio Sports (SAS) 94

H. Approval of the Memorandum of Understanding (MOU) Between
SAISD and the Bexar County Adult Detention Center (BCADC) 107

I. Approval of the Ratification for Purchase of Frontline Time Clocks, as
Part of the Enterprise Resource Planning (ERP) Implementation 115

J. Approval of Temporary and Permanent Easements to San Antonio
Water System (SAWS) at Brackenridge High School 116

K. Approval of Procurement Services' Recommendations for Bids,
Proposals, and Awards 147

4. 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.

BOARD OF TRUSTEES

Patti Radle PRESIDENT

Arthur V. Valdez VICE PRESIDENT

Debra Guerrero SECRETARY

Ed Garza TRUSTEE

Steve Lecholop TRUSTEE

Christina Martinez TRUSTEE

Alicia Sebastian-Perry TRUSTEE

Pedro Martinez SUPERINTENDENT



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
CENTRAL OFFICE

514 West Quincy Street
San Antonio, TX 78212
www.saisd.net
210.554.2200

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



BOARD OF TRUSTEES

Patti Radle PRESIDENT

Arthur V. Valdez VICE PRESIDENT

Debra Guerrero SECRETARY

Ed Garza TRUSTEE

Steve Lecholop TRUSTEE

Christina Martinez TRUSTEE

Alicia Sebastian-Perry TRUSTEE

Pedro Martinez SUPERINTENDENT

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval to Submit an Application to the Texas Education Agency (TEA) for Attendance Waiver for the Missed School Days from February 16, 2021 through February 19, 2021, resulting from Severe Weather Conditions

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Pedro Martinez, Superintendent

PRESENTER: Larry A. Garza, Chief Financial Officer

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Administration's recommendation for submission of an attendance waiver application to the Texas Education Agency (TEA) on behalf of all District schools. The TEA permits school districts to submit attendance waivers for missed instructional days and low attendance days due to weather, health, or safety related issues. Districts may request these waivers on a district or campus by campus basis. Upon TEA approval, a waived day of instruction is removed from the calendar for the requested schools and functions like a holiday, so it is **not** included in attendance funding calculations, but will allow the District to count waiver minutes towards our operational calendar. Low attendance is defined as a day of attendance at least ten percentage points lower than the prior year's percent of attendance as reported to TEA in Summer PEIMS. State funding for the District is based on attendance, so low attendance days have a negative impact.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

The District's Board of Trustees is requested to review and comment on the attendance waiver application. TEA does request a minimum comment of "no objections." The application must include the signature of the Chairperson of the respective Leadership team, the President of the Board of Trustees and the Superintendent of Schools.

The recommended Application for Missed School Days for the 2020-2021 School Year is provided as follows:

- 1) For the instructional school days of Tuesday, February 16, 2021 to Friday, February 19, 2021 – a District-Wide attendance waiver is requested for SAISD during the Winter Storm district closure. Due to weather and safety concerns SAISD was closed from Tuesday, February 16, 2021 to Friday, February 19, 2021. During this timeframe, the San Antonio and Bexar County area experienced a severe winter storm that resulted in multiple days of ice and snow, continued days of below freezing temperatures that caused widespread outages to both electric and water utilities and severe transportation issues. Bexar County was included within the State of Texas, 77 county area that were part of the President's Federal Declaration of a major disaster, resulting from the severe weather.

- 2) This request for waiver submission to the TEA is presented for approval by the SAISD Board of Trustees. Upon Board of Trustee approval, the waiver request will be submitted to TEA.

Thereafter once approved by TEA, the District will finalize the student attendance data to TEA in the Summer PEIMS submission for the 2020-2021 school year.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2020 - 2021 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.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of a Resolution Authorizing Employee Payment during the recent Statewide Disaster Closure

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Pedro Martinez, Superintendent

PRESENTER: Pedro Martinez

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve a resolution authorizing employee payment during the recent statewide disaster closure. The closure took place from February 15, 2021 through February 19, 2021 and was due to the statewide extreme winter weather disaster requiring area districts to close on an emergency basis. This closure prevented the District from operating normally.

The Board will determine, in adopting this resolution, that payment to these employees, as determined by the Superintendent, serves a public purpose as described in the resolution.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board discuss and take possible action to approve the resolution and authorize the Superintendent to make payments to authorized employees as presented in the resolution.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2020 – 2021 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.
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**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
A RESOLUTION AUTHORIZING EMPLOYEE PAYMENT DURING
STATEWIDE DISASTER CLOSURE**

WHEREAS, the Code of Federal Regulations (C.F.R.) and the Fair Labor Standards Act (FLSA) governs employment relations; and

WHEREAS, the C.F.R. (Section 541.602) and FLSA, allow the District to adopt a policy to pay employees based on their normal work schedule and normal rate of pay during a shutdown due to the statewide extreme weather disaster that occurred from February 15 through February 19, 2021 that required the District to close on an emergency basis and prevented the District from operating normally; and

WHEREAS, the Board intends to authorize the Superintendent to seek a waiver from the Texas Education Agency allowing students and staff to not make up the days the District was closed because of the statewide disaster, thereby keeping the present approved academic calendar in effect for the 2020-2021 school year; and

WHEREAS, the Board anticipates that the waiver will be approved by the Texas Education Agency; and

WHEREAS, the Board of Trustees for the San Antonio Independent School District finds that it is in the best interest of the District to pay all SAISD permanent full time contract employees, permanent full time at-will employees, permanent full time paraprofessional employees, permanent full time classified employees, and any other regularly established positions, their established rate of pay, as determined by the Superintendent or his designee, during the District shutdown due to the statewide disaster;

WHEREAS, the School Board has determined that paying the employees identified above serves a public purpose and that the District received a benefit from allowing employees, at the District's discretion, to remain home during the shutdown due to the statewide disaster, and in retention of those same employees; and

WHEREAS, as to non-exempt employees who were called on to work during this emergency closing, the Board further concludes that providing these employees with compensatory time in addition to their normal pay, as determined by the Superintendent of Schools, serves the public purposes of

maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Superintendent of Schools to apply to the Texas Education Agency for a waiver allowing students and staff to not be required to make up the days the District was closed because of the statewide disaster; and

BE IT FURTHER RESOLVED that, in the event that the waiver is approved by the Texas Education Agency, the Board authorizes the Superintendent of Schools to pay all employees, identified above, who were:

- not required to report to work as a result of the statewide disaster,
- working at the District as of February 12, 2021, and
- not scheduled to separate from the District during the week of February 15 through February 19, 2021, their established rate of pay, as determined by the Superintendent or his designee, for the week of February 15 through February 19, 2021; and

BE IT FURTHER RESOLVED that, non-exempt employees who were required to report to work during the emergency closing shall be provided compensatory time in an amount equal to the number of hours they reported to work during the emergency closing. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law.

PASSED, ADOPTED AND APPROVED this the
First day of March, 2021.

APPROVED:

Board President

ATTEST:

Board Secretary

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the 2021-2022 SAISD Instructional Calendar

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Patti Salzmann

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the 2021-2022 SAISD Instructional Calendar. The calendar was developed in collaboration with staff, parents, and Professional Consultation. Calendars A and B are included in the agenda documentation. The official results will be shared during the Board meeting.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approve the 2021-2022 SAISD Instructional Calendar.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2020-2021 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.
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Calendar Draft A

2021-2022

INSTRUCTIONAL CALENDAR rev. 01/20

San Antonio Independent School District
 514 W. Quincy St. | San Antonio, Texas 78212
 210-554-2200 (phone) | www.saisd.net



Intersession Dates (Extended Breaks)

'21 JULY						
S	M	T	W	T	F	S
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SEPTEMBER						
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LEGEND	
	Regular Instructional Day
	Intersession Dates (Extended Breaks)
	Professional Development
	Holiday
	Inclement Weather Makeup Day
	Start of Grading Period End of Grading Period

OCTOBER						
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IMPORTANT DATES

- 2021**
- July 5 - July 9 - District Closed; Holiday - Independence Day
 - July 19 - July 30 - Intersession
 - August 2 - 6 - Professional Development
 - August 9 - First Day of School | Start of 1st Grading Period | Start of 1st Semester
 - September 6 - Holiday - Labor Day
 - October 8 - End of 1st Grading Period
 - October 11 - Holiday - Columbus Day / Indigenous Peoples' Day
 - October 12 - Start of 2nd Grading Period
 - November 22 - 26 - Holiday - Thanksgiving Break
 - December 17 - End of 2nd Grading Period | End of the 1st Semester
 - December 20 - December 31 - Holiday - Winter Break

- 2022**
- January 3 - 7 - Intersession
 - January 10 - Professional Development
 - January 11 - Start of 3rd Grading Period | Start of the 2nd Semester
 - January 17 - Holiday - Martin Luther King Jr. Day
 - February 21 - Presidents Day / Inclement Weather Makeup Day
 - March 3 - End of 3rd Grading Period
 - March 4 - Inclement Weather Makeup Day
 - March 4 - March 11 - Holiday - Spring Break
 - March 14 - Start of 4th Grading Period
 - April 8 - Holiday
 - April 15 - Holiday - Easter Break
 - May 30 - Holiday - Memorial Day
 - June 2 - Last Day of School | End of 4th Grading Period | End of the 2nd Semester
 - June 3 - Professional Development
 - June 6 - June 17 - Intersession
 - July 4 - 8 - District Closed; Holiday - Independence Day

APRIL						
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430 minutes per day
Calendar includes at least 75,600 minutes.
Total = 77,400 minutes (without the waiver)
Grading Periods:
1st = 44 days | 2nd = 44 days | 3rd = 36 days | 4th = 56 days
180 student days
187 teacher days



2021-2022

CALENDARIO ESCOLAR rev. 01/20

San Antonio Independent School District
514 W. Quincy St. | San Antonio, Texas 78212
210-554-2200 (tel.) | www.saisd.net



Fechas de receso académico (Días feriados prolongados)

'21 **JULIO**

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AGOSTO

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CLAVE

- Día regular de clases
- Fechas de receso académico (Días feriados prolongados)
- Desarrollo profesional
- Días feriados
- Día para recuperar clases canceladas por mal clima
- Inicia el periodo de calificación
- Termina el periodo de calificación

OCTUBRE

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NOVIEMBRE

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DICIEMBRE

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JUNIO

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FECHAS IMPORTANTES

2021

- 5 - 9 de julio - Distrito cerrado; Días feriados - Día de Independencia
- 19 - 30 de julio - Receso académico
- 2 - 6 de agosto - Desarrollo profesional
- 9 de agosto - Primer día de clases | Inicia el 1.º periodo de calificación | Inicio del 1.º semestre
- 6 de septiembre - Día feriado - Día del Trabajo
- 8 de octubre - Termina el 1.º periodo de calificación
- 11 de octubre - Día de Cristóbal Colón / Día de la Raza
- 12 de octubre - Inicia el 2.º periodo de calificación
- 22 - 26 de noviembre - Días feriados - Vacaciones por Día de Acción de Gracias
- 17 de diciembre - Termina el 2.º periodo de calificación | Termina el 1.º semestre
- 20 - 31 de diciembre - Días feriados - Vacaciones de invierno

2022

- 3 - 7 de enero - Receso académico
- 10 de enero - Desarrollo profesional
- 11 de enero - Inicia el 3.º periodo de calificación | Inicio del 2.º semestre
- 17 de enero - Día feriado - Día de Martín Luther King Jr.
- 21 de febrero - Día de los Presidentes / Día para recuperar clases canceladas por mal clima
- 3 de marzo - Termina el 3.º periodo de calificación
- 4 de marzo - Día para recuperar clases canceladas por mal clima
- 4 - 11 de marzo - Días feriados - Vacaciones de primavera
- 14 de marzo - Inicia el 4.º periodo de calificación
- 8 de abril - Día feriado
- 15 de abril - Día feriado - Vacaciones de Pascua
- 30 de mayo - Día feriado - Día de los Caídos
- 2 de junio - Último día de clases | Termina el 4.º periodo de calificación | Termina el 2.º semestre
- 3 de junio - Desarrollo profesional
- 6 - 17 de junio - Receso académico
- 4 - 8 de julio - Distrito cerrado; Días feriados - Día de Independencia



430 minutos por día
El calendario incluye como mínimo **75,600 minutos**.
Total=77,400 minutos (sin la exención)
Periodo de calificación:
1.º = 44 días | 2.º = 44 días | 3.º = 36 días | 4.º = 56 días
180 días para estudiantes
187 días para maestros



2021-2022

INSTRUCTIONAL CALENDAR rev. 01/20

San Antonio Independent School District
 514 W. Quincy St. | San Antonio, Texas 78212
 210-554-2200 (phone) | www.saisd.net



Interession Dates (Extended Breaks)

'21 JULY						
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AUGUST						
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SEPTEMBER						
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LEGEND	
	Regular Instructional Day
	Interession Dates (Extended Breaks)
	Professional Development
	Holiday
	Inclement Weather Makeup Day
	Start of Grading Period End of Grading Period

OCTOBER						
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NOVEMBER						
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'22 JANUARY						
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FEBRUARY						
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IMPORTANT DATES

- 2021**
- July 5 - July 9 - District Closed; Holiday - Independence Day
 - July 26 - August 6 - Interession
 - August 9 - 13 - Professional Development
 - August 16 - First Day of School | Start of 1st Grading Period | Start of 1st Semester
 - September 6 - Holiday - Labor Day
 - October 8 - End of 1st Grading Period
 - October 11 - Holiday - Columbus Day / Indigenous Peoples' Day
 - October 12 - Start of 2nd Grading Period
 - November 22 - 26 - Holiday - Thanksgiving Break
 - December 17 - End of 2nd Grading Period | End of the 1st Semester
 - December 20 - December 31 - Holiday - Winter Break

- 2022**
- January 3 - Professional Development
 - January 4 - Start of 3rd Grading Period | Start of the 2nd Semester
 - January 17 - Holiday - Martin Luther King Jr. Day
 - February 21 - Holiday - Presidents Day / Inclement Weather Makeup Day
 - March 3 - End of 3rd Grading Period
 - March 4 - Inclement Weather Makeup Day
 - March 4 - March 11 - Holiday - Spring Break
 - March 14 - Start of 4th Grading Period
 - April 8 - Holiday
 - April 15 - Holiday - Easter Break
 - May 30 - Holiday - Memorial Day
 - June 2 - Last Day of School | End of 4th Grading Period | End of the 2nd Semester
 - June 3 - Professional Development
 - June 6 - June 17 - Interession
 - July 4 - July 8 - District Closed; Holiday - Independence Day

APRIL						
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430 minutes per day
Calendar includes at least 75,600 minutes.
Total = 77,400 minutes (without the waiver)
Grading Periods:
1st = 39 days | 2nd = 44 days | 3rd = 41 days | 4th = 56 days
180 student days
187 teacher days



2021-2022

CALENDARIO ESCOLAR rev. 01/20

San Antonio Independent School District
514 W. Quincy St. | San Antonio, Texas 78212
210-554-2200 (tel.) | www.saisd.net



Fechas de receso académico (Días feriados prolongados)

'21 JULIO						
D	L	M	M	J	V	S
				1	2	3
4	5	6	7	8	9	10
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SEPTIEMBRE						
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CLAVE	
	Día regular de clases
	Fechas de receso académico (Días feriados prolongados)
	Desarrollo profesional
	Días feriados
	Día para recuperar clases canceladas por mal clima
	Inicia el periodo de calificación
	Termina el periodo de calificación

OCTUBRE						
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NOVIEMBRE						
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FECHAS IMPORTANTES

- 2021**
- 5 - 9 de julio - Distrito cerrado; Días feriados - Día de Independencia
 - 26 de julio - 6 de agosto - Receso académico
 - 9 - 13 de agosto - Desarrollo profesional
 - 16 de agosto - Primer día de clases | Inicia el 1.º periodo de calificación | Inicio del 1.º semestre
 - 6 de septiembre - Día feriado - Día del Trabajo
 - 8 de octubre - Termina el 1.º periodo de calificación
 - 11 de octubre - Día de Cristóbal Colón / Día de la Raza
 - 12 de octubre - Inicia el 2.º periodo de calificación
 - 22 - 26 de noviembre - Días feriados - Vacaciones por Día de Acción de Gracias
 - 17 de diciembre - Termina el 2.º periodo de calificación | Termina el 1.º semestre
 - 20 - 31 de diciembre - Días feriados - Vacaciones de invierno

ABRIL						
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- 2022**
- 3 de enero - Desarrollo profesional
 - 4 de enero - Inicia el 3.º periodo de calificación | Inicio del 2.º semestre
 - 17 de enero - Día feriado - Día de Martín Luther King Jr.
 - 21 de febrero - Día de los Presidentes / Día para recuperar clases canceladas por mal clima
 - 3 de marzo - Termina el 3.º periodo de calificación
 - 4 de marzo - Día para recuperar clases canceladas por mal clima
 - 4 - 11 de marzo - Días feriados - Vacaciones de primavera
 - 14 de marzo - Inicia el 4.º periodo de calificación
 - 8 de abril - Día feriado
 - 15 de abril - Día feriado - Vacaciones de Pascua
 - 30 de mayo - Día feriado - Día de los Caídos
 - 2 de junio - Último día de clases | Termina el 4.º periodo de calificación | Termina el 2.º semestre
 - 3 de junio - Desarrollo profesional
 - 6 - 17 de junio - Receso académico
 - 4 - 8 de julio - Distrito cerrado; Días feriados - Día de Independencia

JUNIO						
D	L	M	M	J	V	S
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JULIO						
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23	24	25	26	27	28	29
30	31					



430 minutos por día
El calendario incluye como mínimo **75,600 minutos**.
Total = **77,400 minutos (sin la exención)**
Periodo de calificación:
1.º = 39 días | 2.º = 44 días | 3.º = 41 días | 4.º = 56 días
180 días para estudiantes
187 días para maestros

SAISD BOARD AGENDA SUMMARY FORM

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

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Pedro Martinez, Superintendent

PRESENTER: Pedro Martinez
Patti Salzman, Deputy Superintendent

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will receive an update on SAISD's Response to the Ongoing COVID-19 Crisis and associated expenditures.

During the March 17th Board meeting, SAISD Trustees approved a resolution giving the Superintendent authority to take reasonable action to address the needs of students and employees during the COVID-19 crisis. Several District administrators will provide updates and highlights of the District's efforts.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2020-2021 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.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Parameters Order Authorizing the Issuance of the San Antonio Independent School District Unlimited Tax School Building Bonds In One or More Series at One or More Times and Other Matters Related Thereto**

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

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

PRESENTER: Larry A. Garza

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

On November 3, 2020, San Antonio ISD voters approved two bond propositions for a total of \$1.3B to fund the construction, renovation and equipping of school buildings throughout the District (Proposition A, \$1.21B) as well as technology equipment (Proposition B, \$90M).

As part of the ongoing debt management process, the District Financial Services Staff, Bond Counsel and Financial Advisors are requesting approval of the attached Parameters Order related to the issuance of SAISD Unlimited Tax School Building Bonds in one or more series at one or more times and other matters related thereto.

The Board of Trustees is requested to approve the Parameters Order to provide the District with the greatest flexibility available to finance the proposed transaction. Upon Board approval, the Parameters Order establishes parameters for the maximum amount of the bonds to be issued, the maximum interest rate to be borne by the bonds, the maximum term (years to pay-off bonds), and the maximum length of the initial term period (in the event of variable rate debt). The Parameters Order will delegate authority to certain members of the Board of Trustees and District staff (each an "Authorized Representative") to finalize all the terms of the bonds including determining if the Bonds should bear interest at fixed or variable rates and establishing the method of sale (e.g., negotiated, competitive or privately placed) and to approve and execute certain documents relating to the sale and delivery of the San Antonio Independent School District Unlimited Tax School Building Bonds in one or more series at one or more times in accordance with the specified parameters. Please note that the attached Parameters Order contains blanks for the final terms to be approved by the Authorized Representative; all blanks will be filled and completed once the final terms of each series of bonds are approved by the Authorized Representative.

The authority of an Authorized Representative to approve the sale of one or more series of bonds at one or more times pursuant to the Parameters Order expires on Feb 15, 2022.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Approval of the attached Parameters Order authorizing the issuance of the San Antonio Independent School District Unlimited Tax School Building Bonds In One or More Series at One or More Times and Other Matters Related Thereto.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2020-2021 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.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval to Nominate a Candidate to Fill in the Vacancy for the Bexar County Appraisal District Board of Directors

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Radle, Board President

PRESENTER: Patti Radle

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to nominate a candidate to fill in the vacancy for the Bexar County Appraisal District Board of Directors. On January 11, 2021, former Commissioner Sergio “Chico” Rodriguez submitted his resignation to the Board of Directors.

As required by Section 6.03(e) Texas Tax Code, each taxing unit that is entitled to vote may nominate an individual by resolution by its governing body to fill the vacancy. On January 19th, the Board was provided notice by the Bexar Appraisal District. Should the Board nominate a candidate, a resolution must be submitted to the Chief appraiser within 45 days of notice. A list of nominees will then be taken to the Board of Directors where they will elect one of the nominees to fill the vacancy by majority vote. The current term of the Bexar County Appraisal District Board of Directors ends December 31, 2021. The resolution is attached to the agenda documentation.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board select their nomination to fill in the vacancy for the Bexar County Appraisal District Board of Directors.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2020 – 2021 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.

RESOLUTION

WHEREAS, it is the desire of the Board of Trustees of the San Antonio Independent School District to nominate a candidate to fill in the vacancy for the Bexar County Appraisal District Board of Directors for the 2020-2021 term.

THEREFORE, BE IT RESOLVED AND ORDERED, by the Board Trustees of the San Antonio Independent School District, acting for and on behalf of the San Antonio Independent School District shall nominate the following listed person as a candidate to fill in the vacancy for the Bexar County Appraisal District Board of Directors that ends December 31, 2021.

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

Adopted and Approved this 1st day of March 2021.

ATTEST:

Patti Radle
President, Board of Trustees
San Antonio Independent School District

→ T. Grant



BEXAR APPRAISAL DISTRICT

Michael A. Amezcua
Chief Appraiser

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

BOARD OF DIRECTORS

ROBERTO TREVIÑO-
Councilman District 1
Chair
CHERI BYROM
Vice-Chair
GEORGE TORRES
Secretary

SERGIO RODRIGUEZ -
Commissioner, PCT 1
JON FISHER

January 19, 2021

VIA CERTIFIED MAILER
7020 0640 0000 9477 5926

Ms. Patti Radle, President of the Board
San Antonio ISD
141 Lavaca St.
San Antonio, TX 78210

RE: Notice of Vacancy on Bexar Appraisal District Board of Directors

Ms. Radle:

On January 11, 2021, former Commissioner Sergio "Chico" Rodriguez submitted his resignation as a member of the Bexar Appraisal District Board of Directors.

In accordance with Section 6.03(l), Texas Tax Code, each taxing unit that is entitled to vote may nominate by resolution adopted by its governing body a candidate to fill the vacancy. Should you wish to nominate a candidate, you must submit your nomination resolution to the chief appraiser within 45 days of this notice. A list of nominees will then be delivered to the Board of Directors. They will elect by majority vote one of the nominees to fill the vacancy.

Please keep in mind the current term of the Board of Directors ends December 31, 2021. An election for the 2022-2023 term will take place later this year.

Resolutions may be sent by regular mail or email to igarza@bcad.org. If you have any questions about the process, please contact me or my Executive Assistant, Jennifer Rodriguez, at (210)242-2406.


Sincerely,


Michael A. Amezcua
Chief Appraiser

Enclosures

CC Via Regular Mail:

Mr. Pedro Martinez, Superintendent

 Mr. Larry Garza, Associate Superintendent Financial Services & Business Operations

RECEIVED
FINANCE OFFICE
21 JAN 22 AM 9:28

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval to Submit the Staff Development Minutes Waiver to the Texas Education Agency (TEA) for the 2021-2022 School Year

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Patti Salzmann

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the submission of the Staff Development Minutes Waiver application to the Texas Education Agency (TEA) for the 2021-2022 school year. Due to the repeal of the seven-hour school day requirement by House Bill (HB) 2442 and the flexibilities provided by 75,600 minutes of operation, school districts that meet certain requirements may release students early from school and still receive full Average Daily Attendance (ADA) funding. In addition, the Staff Development Minutes Waiver ensures that a maximum of 2,100 waiver minutes may be used for professional development in place of student instruction for the 2021-2022 school year in the event these minutes should be needed due to inclement weather.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the submission of the Staff Development Minutes Waiver application to the Texas Education Agency (TEA) for the 2021 – 2022 school year.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2020 - 2021 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.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) Between SAISD and Northwest Vista College for Dual Credit Courses

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Liz Ozuna, Executive Director, Advanced Academics/Postsecondary Initiatives

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Northwest Vista College for Dual Credit Courses.

This MOU opens a new partnership for dual credit courses with Northwest Vista College. Courses will be taught by college staff and offerings will focus on the Community Health Works Program in which students can earn 17 hours of college credit and a level one certificate. This program is open to all SAISD high school campuses.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approves the MOU between SAISD and Northwest Vista College for Dual Credit courses.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Costs for this program are included in the dual credit budget. No additional funding will be needed.

IV. 2020 - 2021 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.

**2021-2023
DUAL CREDIT MEMORANDUM OF UNDERSTANDING**

BETWEEN

SAN ANTONIO ISD

AND

**NORTHWEST VISTA COLLEGE
ALAMO COLLEGES DISTRICT**

NORTHWEST VISTA COLLEGE (herein referred to as “the College”), a college of the ALAMO COLLEGE DISTRICT (herein referred to as “Alamo Colleges District”), and the SAN ANTONIO ISD (herein referred to as the “School District”), a Texas Independent School District contracting on behalf of its High Schools (herein referred to as the “School”), enter the following Memorandum of Understanding (herein referred to as “MOU”) to facilitate the cooperation between the College and the School in the provision of instruction in which an eligible high school student (herein referred to as “Student”) enrolls in college courses and receives credit for the courses from both the college and high school (herein referred to as “Dual Credit”) for their School. Collectively the partners are referred to as “Parties.” The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

Each School will have a College from the Alamo Colleges District designated as its primary provider. Where courses are offered by a College from the Alamo Colleges District other than the Primary College, a separate MOU will be executed with each Secondary College. Primary and Secondary Colleges will be published on the Alamo Colleges District – High School Programs web site at: <https://www.alamo.edu/hsprograms>.

The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, discipline history, teacher recommendation, or minimum grade point average (GPA).

1. TERM

The Initial Term of this MOU shall be June 1, 2021– August 31, 2023. The College shall have the right to initiate a negotiated revision of this MOU prior to commencement of each academic year during the term hereof. The College will define all deadlines for the actions defined in this agreement and will be communicated to the School through the College’s Office of High School Programs.

2. APPLICABLE LAW

The Parties agree to operate in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without

limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 (herein referred to as "FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC").

The Parties agree to operate in compliance with applicable College and School District board policies and procedures that may be agreed upon by the Parties. The Parties agree to comply with all requirements from TEA and any additional requirements for the Dual Credit program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

3. REPORTING

The 86th Texas Legislative Session passed SB 502 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

- (1) academic credit at the receiving institution; or
- (2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

A report required by this section must indicate:

- (1) the course name and type;
- (2) which institution of higher education provided academic credit for the course; and
- (3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

- (1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:

- (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
- (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

4. DISABILITY SUPPORT SERVICES

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. A Student enrolled in any dual credit course requiring disability support services may have differing levels of assistance from School District and College. For a Student to receive disability support services at the College, the School counselor or student must provide a copy of the Student’s current 504 plan to the College Disability Student Services (herein referred to as “DSS”) office at College. Should the 504 plan not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the DSS office may require additional documents to provide needed clarification. The DSS office will review said documentation and will produce one or more official College accommodations letters for the Student. The letters will be given to the Student and the School counselor. The DSS office will also provide the letters to the Student’s respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

5. COMMUNICATIONS

- a. To adhere to the requirements listed in the goals outlined in House Bill 1638 (“HB1638”) passed during the 85th Texas Legislative Session, Regular Session, and codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the School District will ensure that documentation summarizing collaboration and outreach efforts of College and School District will be readily available and posted.
- b. Once fully executed, this MOU will be posted to the School District and College websites.
- c. Metrics required by Statewide Goals for Dual Credit will be posted on both the School District and the College web sites.
 - i. Documentation summarizing collaboration and outreach efforts of Institutions of Higher Education and Secondary School partners will be readily available and posted.
 - ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
 - iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
 - iv. Analysis of performance in subsequent course work.

- d. To adhere to the requirements set forth by legislative bills passed during the 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

- a. The School District and School will take the lead on parent involvement and outreach efforts to ensure parents understand the Dual Credit program whereby students are earning college credits that may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of Students and parents are highly encouraged to ensure that their child dedicates sufficient time and effort to achieve the expected learning outcomes for each Dual Credit course taken. The Parties agree that College representatives may be involved in recruitment events.
- b. School District and School personnel, including, but not limited to, Counselors and Administrators, will be responsible for all communication with parents. Questions or concerns from parents should be directed to the School Principal, Counselor or designee. The College personnel will not be expected to communicate with parents.
- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.
- d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called “directory information.” Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student’s name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.
- e. College staff are prohibited from discussing or disclosing any information specific to students’ grades, conduct or other related matters with individuals other than the Student or staff in the School District or School. Parents must secure a FERPA consent form from the College whereby the Student, by signature, grants, retracts and denies permission to the parent to discuss college student record information with the College as contrasted with the School.
- f. An electronic version of the College FERPA Consent Form may be obtained at: <https://www.alamo.edu/academics/academic-resources/student-forms/>

9. BUILDING A COLLEGE CULTURE

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the Students.

- a. The 86th Texas Legislative Session passed SB 1324 stating that a Student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular

semester or term, immediately following the semester or term in which the Student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the Student.

- b. A four-year crosswalk will be developed to demonstrate Students' progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward specific certificate programs, associate degrees, or a baccalaureate degree. The Student and College Advisor will meet and design a degree plan that will be submitted into the College's system of record.
- c. The Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.
- d. The Student will participate in dual credit courses receiving both high school and college credit.
- e. The Students will have the same access to student services and facilities as post-secondary college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so Students should carry their identification card at all times. It is recognized that Students may gain access on the College campus to the unrestricted internet access afforded to post-secondary College students. See Student Safety section herein.

10. DUAL CREDIT INFORMATION SESSIONS

The School District will inform students beginning in 8th grade and at each high school grade level annually of dual credit opportunities.

- a. The information sessions may include:
 - i. A web page or link on the School District's or School's website that will provide Dual Credit admissions information;
 - ii. Presentations of Dual Credit programs with materials available to all students interested in participating;
 - iii. Meetings with middle school counselors, as applicable, to discuss the Dual Credit program options and answer questions;
 - iv. Student/parent meetings held at middle school campuses so the School and College can explain the opportunities and total commitment required of Students, as well as possible consequences that a Student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.

- v. Development of recruitment and admission information presented in both English and Spanish.
 - vi. The College will require all Students to submit a Student/Parent Consent form upon entry into the program. The School will have each student and a parent or guardian sign the consent form defining the requirements and expectations of the Dual Credit program. The School will maintain all consent forms documents and provide an electronic copy of said to the College.
 - vii. To adhere to the requirements set forth by HB1638, the College and the School will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
- b. Students must meet the Texas Success Initiative Assessment (TSIA) course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
 - c. The School is responsible for ensuring that all Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the Dual Credit program. The School will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.

11. CURRICULUM

- a. The School shall administer the TSIA college placement exam to all prospective Students or refer Students interested in taking Dual Credit courses to the College's Testing Center, if the School is not a College Board testing site, prior to submitting their name to the College Office of High School Programs for enrollment into courses requiring specific TSIA scores, abiding by the rules set forth by the College Board and the College. Students must attain TSIA scores aligned with the courses in their selected degree plan to ensure appropriate college level placement, assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.
- b. The School shall implement a plan for TSIA success, including academic preparation classes for Students. The School, in partnership with the College, will provide academic interventions for Students who do not pass TSIA. Such Students will be administered the identified interventions prior to retesting any portion of the TSIA that was not mastered with required score(s). The School shall make any TEA required TSIA reports regarding the number of students who have currently passed each section of the TSIA, including a breakdown of TSIA data for subpopulations of targeted students. The School will share the report with the College Testing Center or College Designee.
- c. The School District will share the results from TSIA administered via School District - College Board approved test sites and electronically submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA scores will be electronically uploaded

- into the College's official system of records. The College agrees to adhere to the confidentiality requirements of FERPA. The College will use students' TSIA assessment score data exclusively for official College business.
- d. The College Academic Chairs or Faculty Liaison, along with the School Principal or designee, will be responsible for developing and refining a clear and coherent academic program across the two institutions for curriculum alignment for Students participating in the Dual Credit program.
 - e. The 86th Texas Legislative Session passed SB 25, which states each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
 - (1) Identify all required lower-division courses for the applicable certificate or degree program;
 - (2) Include for each course, if applicable:
 - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
 - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
 - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
 - (A) For a 60-hour degree or certificate program, two years; or
 - (B) For a 120-hour degree program, four years; and
 - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
 - f. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.
 - g. To adhere to the requirements set forth in the goals outlined in HB1638, the College and the School District will maintain course agreements for each course taught at the School, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form and the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for Students to use in their respective courses. The course agreement requirement for the School extends to designation of academic and workforce courses for Traditional Dual Credit and ECHS. College, School District and School shall ensure that a dual credit course and the corresponding college course offered at the School are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.

- h. The College will provide the School District and School the minimum number of instructional minutes required to meet the contact hour requirement, per course, taught on the School site.
- i. The 86th Texas Legislative Session passed HB 3650 which requires that the School District and the College consider the use of free or low-cost open educational resources in courses offered as dual credit, for which the School uses as part of its course offering to satisfy the prescribed courses in the identified degree plans.
- j. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. A Course Agreement will be completed by the deadline designated in the yearly Dual Credit Timeline for any course, but not later than the start of the first instructional day that course is delivered. All courses offered for Dual Credit must have an approved Course Agreement. The Course Agreement will be effective for three years unless either party requests a modification or if the publisher makes changes to the current Instructional Materials. For course sections taught at the School, the College will maintain the same instructional materials and editions for Dual Credit courses taught at the high school campus for a minimum of three years, unless otherwise specified in the applicable Course Agreement or as otherwise specified in Section 13 - Course Materials. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.
- k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle. Refer to Section 13 – Course Materials where details related to the application of instructional materials and how these may be incurred by the School District as defined herein.
- l. Within the Dual Credit framework, Students may earn the School *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe with up to 42 college credit hours, which may include courses in the core curriculum listing available in the College catalog (including a foreign language), courses from the career and technical education / workforce as prescribed by the selected degree plan towards an Occupational Skills Award, Level 1 Certificate or 2 Certificate, Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.
- m. The College will provide the School District and School information about the Alamo Academies work-based learning programs spanning the junior and senior years, so that Students are aware of its opportunities. A Student enrolling in the Alamo Academies must follow the prescribed courses as listed in the selected degree plan. The course hour limitations for all Dual Credit programs, including the Alamo Academies, is strictly limited to 42 hours. A Student considering enrollment in the Alamo Academies during the junior year should limit Dual Credit courses taken during their freshman and sophomore years to avoid accumulation of credit hours preventing eligibility to complete a full Alamo Academies degree plan.

Similarly, Alamo Academies Students should not enroll in other Dual Credit courses outside the selected Alamo Academies degree plan to avoid being barred from completion of the Alamo Academies degree plan by accumulating excessive total Dual Credit hours. The College will ensure that Students are not enrolled into Dual Credit courses outside those listed in the selected degree plan to avoid adverse consequences in the Student's subsequent educational pathway.

- n. The College is responsible for ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. Students will participate in college-level work and will be subject to material deemed college level. The School District and School are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The Department Chairs and respective Academic Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, and the College. School District Administrative staff and Curriculum Specialists from the respective disciplines will monitor and ensure that the required Texas Essential Knowledge and Skills (TEKS) are met during the delivery of dual credit courses taught by their high school faculty.
- o. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These educational resources are intended to support learning and meet the Student Learning Outcomes and comply with requirements from SACSCOC and state standards.
- p. The School District will ensure that technology devices or resources are available to the Students so they may successfully access the required course content and educational resources. Internet accessibility, and the use of technical means to manage, restrict or prohibit the access of specific web sites, software, or other educational resources, should be enabled, vetted and coordinated by technical staff from both the School District and College to ensure that the Students taking dual credit courses may have the same successful academic experience as those on the College facilities. In the event that the School District or School are unable to provide technology devices or resources to meet the required technical requirements for the Dual Credit courses to be delivered through the School, the School District, School Principal or designee will coordinate with designees from the College to identify possible solutions.
- q. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit.
- r. To enroll in any college-level course, Students must meet all of the College course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the

School District. Based on such assessment, the College Coordinator of High School Programs and the School Principal or designee will determine the forms of assistance and remediation that may be needed by a student in order to meet enrollment requirements for any college-level course.

- s. The College maintains a defined process for Students to withdraw from Dual Credit courses. Approval by the College or faculty of record is required to process Student withdrawal requests following the census date for the respective part of term. Once processed, the withdrawal will appear on the Student's College transcript. Census rolls document the Students enrolled in all classes. Failure to list a Student on the census roll by the College's deadline will result in the Student's ineligibility to receive a grade in the respective course.
- t. The College requires students to be officially enrolled by the part of term's census date, to meet the number of contact hours required for the respective course and to complete all required assignments to be eligible to receive credit in the form of a grade.
- u. The College maintains deadlines for drop requests from all courses. Students enrolled in a course following the drop deadline will receive the grade earned on their transcript. The faculty or School Counselor should advise a Student performing poorly in any Dual Credit course of the value of dropping that course before its drop deadline to avoid recording a poor grade. The School Counselor will contact the College's Office of High School Programs to initiate a timely Student drop request should the Student agree to withdraw. Withdrawal from the College course does not result in a withdrawal from the high school course.
- v. Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to the Academic, Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards section for specific information: <https://mypaccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.

12. ADVISING

To adhere to the requirements set forth by HB1638, the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86th Texas Legislative Session, the College and the School District will provide academic advising as listed herein.

- a. The 86th Texas Legislative Session passed SB 1324, which states that a student shall file a degree plan with the college not later than:
 - 1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
 - 2. if the student begins the student's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.

- b. SB 1324 further states that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the Student must also account for the Student's transition to a particular four-year college or university that the Student chooses and preparations for the Student's intended field of study or major at the four-year college or university.
- c. Through the School counselor(s), each Student will receive advising on the five high school endorsements. The College will provide information on the AlamoINSTITUTES appropriate to the Student's selected career pathway. Each Student will select a high school endorsement and higher education degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.
- d. The 86th Texas Legislative Session passed SB1276, which requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of high school endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- e. The School Counselor or School designee will work with the College Advising Staff and College Coordinator of High School Programs to review and register students into courses that may count toward the degree at the 4-year university of the Student's choice or a degree or certificate from the College.
- f. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide Students with information for transfer pathways while minimizing loss of credits in the transfer process. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=157&navoid=9481>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations or all degree plans within the Universities in the Alamo Colleges District Transfer Compact. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, it is highly recommended that the College, School District, School and Students communicate with the intended transfer institution to minimizing loss of applicable college course credits in the selected degree plan.

13. COURSE MATERIALS

The School District will provide all required course materials including: textbooks, syllabi, course packets, and other materials required for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course syllabus that identifies the course materials required for a course.

Course materials are all varieties of materials used to deliver the course instruction, including textbooks. Instructional materials charges are a subset of materials that are defined as electronic or paper materials that will be used during a course where the School District will be invoiced by the Alamo Colleges District Business Office.

All course materials utilized in each course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved course materials must be reviewed and approved by the designated Department Chair prior to the start of the first instructional day.

Instructional Materials Charge requirements are determined by the respective College discipline based on how and where the course is taught.

- a. Courses taught at the School:
 - i. As part of the Course Agreements, the College includes the Instructional Materials Charge, if applicable, or other required materials for courses.
 - ii. Instructional Materials Charges are applied every semester on courses that specify the need for said charges.
 - iii. The Instructional Materials Charge selection will be acceptable until the course SLOs or the content for the course changes with a minimum time frame of three academic years to maximize the use of the School's textbook investment.
 - iv. Any changes will be documented in an updated Course Agreement.
 - v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.
- b. Courses taught on College campus or online:
 - i. The College includes the Instructional Materials Charge as part of the Course Agreements.
- c. School enrollments with Students comingled in College campus sections
 - i. The College will follow the Guidelines for Selection of Instructional Materials for all courses. College will let the School know the requirement for each course considered for Student enrollments.
 - ii. IM Direct are electronic materials codes required of each student and required for enrollment in specified classes. If the College uses IM Direct for any courses, the School must be notified at the time discussion for dual credit enrollments are underway or prior to enrolling students into courses with IM Direct fees if course changes are required.
 - iii. The College will communicate any changes in IM, including IM Direct, to the School by the second full week of April for the following fall, unless the change in course occurs after

the second full week of April. In the event Instructional Materials change for the term, the College will notify the School by the first full week of September.

- iv. The College and School will discuss the required Instructional Materials before agreeing to enroll students in the college section.
- d. Enrollment of Students in course sections comingled with post-secondary students is acknowledgement of agreement to required Instructional Materials Charges.

The designee of the College's Office of High School Programs will meet with the School District or School prior to enrolling students into courses and inform the School District of any courses that will have Instructional Materials Charges attached. Once Students are enrolled in the agreed-upon course sections, the School District assumes financial responsibility for courses and all course-related charges. The School District will be invoiced for the cost of the IM Direct.

The School will use the Course Agreement Forms to determine which Instructional Materials are applicable to each course. When the requirement for Instructional Materials Charges change for courses taught at the College, the College will notify the School and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. The School District will ensure that all Students, whether enrolled in courses at the School or the College, will have the required course materials by the first instructional day.

14. FACULTY

- a. All instructors teaching dual credit courses must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the School site must be approved and hired as faculty by the College prior to teaching dual credit courses. The faculty credentialing process used by the College for faculty on the College site will apply for faculty on the School site. The College will designate staff in the respective discipline to supervise and evaluate the faculty on the School site using the same or comparable procedures used with faculty on the College site.
- b. Faculty on the School site will be evaluated at least annually by the College or on a comparable schedule as Faculty on the College site.
- c. All Faculty, regardless of where the delivery of instruction occurs, must adhere to applicable Alamo Colleges District and College policies and procedures, particularly sections E, F and H. Alamo Colleges District policies are accessible at: <https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/> .
- d. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the School Principal or designee will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by

the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the compensation for the period of service of the identified instructor.

- e. Instructors teaching dual credit courses at the School will be either high school teachers credentialed by the respective College Faculty Chairs adhering to SACSCOC guidelines or faculty from the respective discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Please refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.
- f. Student evaluation of instruction takes place each semester and will be a part of the faculty annual evaluation process, regardless of where the dual credit courses are offered. Performance evaluation of all dual credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements, as well as those required by the Texas Education Agency.
- g. Faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (Herein referred to as “SLOs”). Faculty based on the School site must upload course syllabi onto Concourse, the College’s official reporting system.
- h. Dual Credit classes may include both ECHS and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or ECHS.
- i. At the end of each semester, all faculty, regardless of where the instruction is delivered, must submit the End of Semester Clearance report to the designated College department chair by the final grades deadline.
- j. To adhere to the requirements outlined in House Bill 2504 (“HB2504”), all faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by faculty are maintained.

15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF

The School District will provide School staff responsible for providing guidance to students on courses yielding dual credit, enrolling students into dual credit courses or any other facet of responsibility related to dual credit programming with release time to attend professional development sessions offered by the College. The College will confer with School District and School Administration to schedule the professional development sessions to the extent that session logistics allow. The professional development sessions will include topics on issues impacting students taking dual credit college level courses while in high school, such as selecting courses

leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs and degree applicability. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the School staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. Sessions may be delivered in either face to face or online formats. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions.

16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE SCHOOL SITE

The College and School District will provide professional development opportunities to their respective faculty in accordance with their respective institutional policies. The College will provide professional development in critical thinking, leadership, student engagement, discipline-specific topics and other areas deemed necessary.

The School District will provide its faculty hired as College Adjunct Instructors the necessary time to participate in professional development identified by the College. College Adjunct Instructors and Faculty teaching on the College site shall engage in equivalent professional development. . In instances where Adjunct Instructors are contracted outside the hiring deadlines, the department Chair will assign a College Faculty in the respective discipline to assist during the first college semester transition.

17. SCHOOL CALENDAR

The Dual Credit course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are met.

The instructional calendar for the high school portion of the School will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the State Student assessment requirements to ensure said assessments are administered without penalty. The School District, School and College will ensure that the School calendar accounts for the required per-semester contact hours for courses. When the instructional delivery is on the College site, it may be necessary for Students to attend classes on days when the School District is closed (*e.g.*, different holiday closures). When Students take classes at the College scheduled on days when School is closed, the School District will ensure that at least one staff member with administrative authority be on call and available to be reached by the College's Office of High School Programs or other College staff in case of emergency. The designated School staff member will have access to Student emergency contact information.

While the College agrees to make scheduling accommodations for required State assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the State, the College and School District will come to a mutual

agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements are met.

18. ACADEMIC POLICIES

- a. The academic policies of the School District and College shall apply to all students enrolled in the Dual Credit programs as applicable.
- b. Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The School will convert the college course grades according to its grading procedures. The College's Office of High School Programs will provide the School with academic progress or grade status at mid-semester for their respective Students enrolled in Dual Credit courses. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the high school counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The School personnel are responsible for advising Students concerning academic progress in high school courses and the College is responsible for such advising for college courses. The School staff and the College designee are responsible for advising and monitoring these actions.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and returns to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://mypaccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the School's student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit it to SACSCOC. It will begin the process of creating the corresponding prospectus to outline degree requirements that the School will pursue. The College will provide the School a schedule of when supporting documentation is required from the School. The School District and School will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a

list faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the School.

19. STUDENT SAFETY

The Parties agree that when a Student attending a College facility expresses to any College employee a suicidal intention or a threat of physical harm to others, a protocol to be agreed prior to the effective date of this MOU will be executed. The protocol will prioritize ensuring that the Student does not pose a threat to self or others. The College will prioritize transitioning management of the issue to School District, the parent / guardian of the student or the most appropriate authority or entity to address the crisis at hand. Often the College Police Department will assess the situation and coordinate that transition with its School District counterpart. School District designates College as its agent under any applicable statutory authority or parent / guardian consent to treatment for the limited purpose of this crisis-response intervention.

When on the College campus, Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including Students in Dual Credit programs, into emergency alert messages. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the system of record.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of Students will be the responsibility of the School District.

Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as is required of all students from each of the Colleges of the Alamo Colleges District.

20. STUDENT ATTENDANCE POLICIES

Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <https://mypaccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance>.

21. STUDENT CONDUCT

Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All

disciplinary action, including suspension and dismissal from the College, shall be in conformity with the Codes of student conduct of the Parties. All Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Catalog at <https://mypaccatalog.alamo.edu/content.php?catoid=175&navoid=10909>. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict.

The School District and the College will inform one another of complaints against a Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct, but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to any College facility. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts. Students may be sanctioned the same as other post-secondary College students and may be subject to exclusion from the College campus and College properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, Alamo Colleges District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

22. STUDENT SUPPORT SERVICES

The Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District, School and College. To promote academic success, the Parties will provide academic support services as may be needed. The School counselor and its designee will work to ensure Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the dual credit courses.
- b. Students may participate in age-appropriate activities on the College campus so long as participation does not interfere with the academic requirements of the School. From time to time, Students may be assigned to off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or other post-secondary college students is strictly prohibited.

24. STUDENT DATA SHARING

Parties agree to share student data for the purpose of administering and managing the participating Dual Credit programs. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the participating Dual Credit programs. Each Party shall also promptly notify the other of any onsite or offsite behaviors of Students participating in any Dual Credit program known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements of FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, the School shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the Student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The Student data retrieved from the School District will be entered into Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

25. STUDENT RECORDS

In accordance with Applicable Law, School District will maintain student records pertaining to Dual Credit programs and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, academic transcripts, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each Party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for

purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each Party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

26. TRANSCRIPTION OF COLLEGE CREDIT

Northwest Vista College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate level degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call (404) 679-4500 for questions about the accreditation of Northwest Vista College.

College credit for each Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the School staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in <https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/>.

27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES

The Alamo Colleges District Policy and Procedure on Civil Rights prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. In particular, Section 504 prohibits discrimination and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. The protection extends to employees and Students. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on sex (gender) of employees and students at educational institutions receiving federal financial assistance. “Sex” and gender discrimination under Title IX includes gender discrimination, cover sexual harassment and sexual assaults and violence occurring on campus.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District have designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution District-wide of complaints under the Civil Rights Policy and Procedure. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint

involves a student as the accused or accuser, the Parties will agree on which party will undertake the investigation.

All Students will have access to AlamoCARES, a prevention, education and support program regarding dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender or disability discrimination, retaliation, and sexual harassment and violence. For more information, please visit: <https://www.alamo.edu/about-us/compliance/title-ix/>.

28. PROGRAM EVALUATION

The School District and the College will develop a plan for the evaluation of the Dual Credit program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA readiness by grade level, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the Dual Credit program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

- a. The School District will provide all required Course Materials (textbooks and electronic materials) and will be billed for applicable Instructional Materials charges embedded in courses requiring electronic materials in accordance with the College respective course agreement.
- b. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
- c. Any transportation and applicable food services required for Students participating in Dual Credit programs at the College site will be provided by the School District.
- d. All personal fines, late fees, parking tickets, etc. incurred by Student at the College are the student's individual responsibility.

- e. Adjunct Instructors at the School site delivering dual credit courses may teach students enrolled in ECHS and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or ECHS.

- f. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all student enrollments per College census dates.
 - i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the third full week of April for the Spring semester.

 - ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment count of the said course section, the School District will pay \$100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by mid-January for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

 - iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay \$2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by mid-January for the Fall semester and the third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

 - iv. Where Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice by mid-January for the Fall semester and the

third full week of April for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

- g. School District's failure to meet its financial responsibilities as the fiscal agent will result in a College's refusal of enrollment of its Students for the next Academic Year after determination of payment default and may be subject to outside collection agency action.
- h. Tuition promotions, incentives or discounts vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Early College High School or Alamo Academies must be verified at the time of enrollment. Examples of promotional incentives include the "Summer Momentum Plan" published in the Alamo Colleges District web site at: <http://www.alamo.edu/free>.

30. AMENDMENTS OR REVISIONS TO THE MOU

This MOU may only be amended by mutual written agreement of the Parties.

31. TERMINATION OF THE MOU

Either Party may terminate this MOU through written notice to the other party given not later than the last calendar day in December and to be effective for the ensuing academic fall semester. In the event of termination, the School District, School and College will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the authorized representatives from both Parties as listed herein.

32. TRANSPORTATION

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any off-site academic course assignments which require the Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships, or approved School and College field trips or extra-curricular activities, each pursuant to applicable School District rules and procedures.

33. STUDENT DIRECTORY INFORMATION

Upon enrolling in the Dual Credit program, each Student's general directory information (defined by the College, pursuant to FERPA, to exclude student addresses) will become part of the College's student general directory information, and will be subject to the Texas Public Information Act.

34. FOOD SERVICES

The School District will provide for all applicable Student meals as required by State and Federal law and School District rules and procedures as applicable when students attend a College site. Students may purchase food from College food service facilities when on the College campus.

35. ENTIRE AGREEMENT

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

36. NO WAIVER OF IMMUNITY

Neither College nor School District waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

37. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

38. SEVERABILITY

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

39. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each Party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably

presumed received with evidence of sending, and irrefutably presumed received with evidence of email confirmation of receipt.

School District:

San Antonio ISD
ATTN: Superintendent of Schools
141 Lavaca
San Antonio, TX 78210
pmartinez1@saisd.net

College:

Northwest Vista College
ATTN: College President
3535 N Ellison
San Antonio, Texas 78251
rbaser@alamo.edu

Alamo Colleges District:

Alamo Colleges District
ATTN: Vice Chancellor of Academic Success
2222 N. Alamo St.
San Antonio, TX 78215
grailey@alamo.edu

Alamo Colleges District
ATTN: General Counsel
2222 N. Alamo St.
San Antonio, TX 78215
rlaughead@alamo.edu

40. NON-APPROPRIATION

The Parties hereto acknowledge that College and School District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or School District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

41. NO-THIRD PARTY BENEFICIARY

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

42. HEADINGS

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

43. RELATIONSHIP

The relationship of the School District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT



By: _____
Dr. Ric Baser
College President
Northwest Vista College

_____ Date

By: _____
Dr. George Railey, Jr.
Vice Chancellor for Academic Success

_____ Date

SAN ANTONIO ISD

By: _____
Mr. Pedro Martinez
Superintendent of Schools

_____ Date

**ADDENDUM TO
DUAL CREDIT MEMORANDUM OF UNDERSTANDING**

BETWEEN

SAN ANTONIO ISD

AND

**NORTHWEST VISTA COLLEGE
ALAMO COLLEGES DISTRICT**

This Addendum supplements the 2021-2023 Dual Credit Memorandum of Understanding (herein referred to as “MOU”) between NORTHWEST VISTA COLLEGE (herein referred to as “the College”), a college of the ALAMO COLLEGE DISTRICT (herein referred to as “Alamo Colleges District”), and the SAN ANTONIO ISD (herein referred to as the “School District”), a Texas Independent School District contracting on behalf of its High Schools (herein referred to as the “School”). Collectively the partners are referred to as “Parties.” The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this Addendum is for the College to offer courses to high school during the Summer term through the High School Programs Summer Opportunity (herein referred to as “Summer Opportunity”).

The supplementation by this Addendum applies only to the Summer term. Should there be an irreconcilable conflict between this Addendum and the MOU, the terms of this Addendum shall prevail, but only during the Summer term.

1. TERM

The Initial Term of this addendum shall be June 1, 2021 – August 31, 2023. The College will define all deadlines for the actions defined in this agreement which will be communicated to the School through the College’s Office of High School Programs. The College reserves a right of cancellation by written notice delivered to School on or before March 15 of any year of the Term.

2. QUALIFICATIONS FOR PARTICIPATION

- a. School students who were enrolled in college courses where they received credit for the courses from both the College and School during the academic year preceding the summer semester (herein referred to as (“Students” and “Dual Credit,” respectively) are eligible to participate in the Summer Opportunity.
- b. Students will have the option of enrolling in the parts of term defined as Summer Session 1 and Summer Session 2 (herein referred to as “Summer Term”), for a maximum of two (2) unique college courses throughout the duration of the Summer Term. Students must not have graduated from high school prior to enrolling in said courses.
- c. Students participating in the Summer Opportunity are limited to enrolling in courses listed in the College’s Core Curriculum Selection List and applicable to the Student’s selected degree plan.

The College's Core Curriculum Selection List may be accessed at <https://myspccatalog.alamo.edu/content.php?catoid=198&navoid=13005>. Exceptions apply to Students participating in the Alamo Academies, an ECHS or P-TECH programs.

- d. Summer Opportunity courses will be limited to those offered on the College campus facilities or online by faculty employed by the College during the Summer Term.
- e. All courses offered during the Summer Opportunity must have a current approved Course Agreement in effect between the Parties.
- f. Should a School Student wish to participate in the Summer Opportunity despite the School electing non-participation, the College will consider agreeing directly as to that Student for which their School has a current approved Course Agreement.

3. INSTRUCTIONAL MATERIALS

- a. The School District will provide all required course materials, including textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level texts.
- b. Course agreements for the identified courses during the Summer Opportunity must be current and on file. The Course Agreement Form includes the Instructional Materials (IM) required for each course.

4. REGISTRATION AND ENROLLMENT PROCESS

- a. Schedule of operation:
 - Location of Summer Opportunity:
NORTHWEST VISTA COLLEGE
1801 Martin Luther King Dr.
San Antonio, Texas 78203
 - Days and Hours of Operation: Schedules for identified courses will be provided to the School District's Administrative contact by the College Office of High School Programs.
- b. The College's Office of High School Programs will enroll eligible students into Summer Opportunity courses.
- c. The enrollment period for available seats for the Summer Opportunity will be during the last week in May of each year beginning 2021.
- d. The School will be required to submit the roster with the participating Students by **May 1st** of each year for the Summer Term (Summer Opportunity) beginning 2021.
- e. Students must meet all of the course prerequisites to enroll in the Summer Opportunity courses. Failure to meet the course prerequisites will disqualify students from enrollment in requested courses.
- f. Confirmation form of vaccination against Bacterial Meningitis for all participating Students must

be submitted with the student enrollment list.

5. ACADEMIC POLICIES

- a. The academic policies of the School District and College shall apply to all students enrolled in the Summer Opportunity as applicable.
- b. Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The School will convert the college course grades according to its grading procedures.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and returns to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at:
<https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.

6. ADMINISTRATIVE SUPERVISION

- a. During the Summer Opportunity, the School District will provide at least one staff member with administrative authority to be identified and be available to address concerns related to the Summer Opportunity, including, but not limited to student emergencies, registration, drops prior to the census date, course withdrawals and grade submissions.
- b. The School District will provide the College the contact information of the administrative contact supervising the Summer Opportunity by May 1st of each academic year.

7. COMMUNICATION

- a. School District personnel, counselors, and administrators will be responsible for all communication with parents. Any questions or concerns from parents regarding matters pertaining to College courses or other related areas must be submitted to the College Office of High School Programs by School District staff assigned to the Summer Opportunity.

8. STUDENT SAFETY

- a. When on the College campus, Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors.

9. PROGRAM EVALUATION

- a. The Parties agree to evaluate the effectiveness of the Summer Opportunity and will receive an end-of-term progress report to the School District Superintendent, College President and Alamo Colleges District Chancellor by October 1st each year the Summer Opportunity is provided. The

evaluation may include, but is not limited to, disaggregated attendance and retention rates, persistence, completion, and satisfactory progress in college courses.

10. FISCAL

- a. The School District will provide the participating Students all required Course Materials (textbooks and electronic materials) and will be billed for applicable Instructional Materials charges embedded in courses requiring electronic materials in accordance with the College respective course agreement.
- b. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
- c. Any transportation and applicable food services required for Students participating in the Summer Opportunity will be provided by the School District.
- d. All personal fines, late fees, parking tickets, etc. incurred by Students at the College are the student's individual responsibility.
- e. The School District will pay \$100 per student, per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide an invoice for courses and Instructional Materials charges by the third week of June for Summer Session 1 and the third week of July for Summer Session 2. Each of these invoices are to be paid net 45 days from the date of the invoice.
- f. School District's failure to meet its financial responsibilities as the fiscal agent during the Summer Opportunity will result in a College's refusal of enrollment of its Students for the Spring semester of the next Academic Year after determination of payment default and may be subject to outside collection agency action.
- g. Tuition promotions, incentives or discounts, including this Summer Opportunity, vary during each academic year. All current promotions are published on the Alamo Colleges District web site at: www.alamo.edu, and are available in printed or electronic formats. Applicability of said for students enrolled in Dual Credit programs, Early College High School or Alamo Academies must be verified at the time of enrollment.
- h. This section replaces the fiscal section of the 2021-2023 Dual Credit MOU in its entirety.

11. TRANSPORTATION

The School District will provide for such student transportation as may be required to and from the College as required under State law, each pursuant to applicable School District rules and procedures.

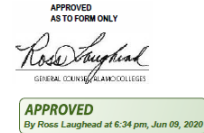
12. FOOD SERVICES

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. Students participating in the Summer Opportunity may purchase food from College food service facilities when on the College campus.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by its duly authorized officer, to become effective as of the date stated above.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____
Dr. Ric Baser
President
NORTHWEST VISTA COLLEGE
Date _____



By: _____
Dr. George Railey, Jr.
Vice Chancellor for Academic Success
Date _____

SAN ANTONIO ISD

By: _____
Pedro Martinez
Superintendent of Schools
Date _____



BOARD AGENDA CLARIFICATIONS

Provide this information for Academic Board Agenda Items that have a cost.

Department:	Advanced Academics/Postsecondary Initiatives
Board Meeting Date:	March 1, 2021
Agenda Title:	Approval of MOU with Northwest Vista College for Dual Credit courses
Presenter:	Liz Ozuna, Executive Director, Advanced Academics/Postsecondary Initiatives
Cost:	~\$15,000/year, already included in the dual credit budget

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
~60	N/A	Students at all high schools are eligible	~\$250/class (\$100-tuition & fees + \$150 books/materials)	N/A	~\$1,750/student to complete the program

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p>	<p>This new partnership with Northwest Vista (NWV) College will allow up to 60 students from any of our high school campuses to participate in the Community Health Care Worker Program. Students will attend classes at the NWV satellite campus located on Alamo Street.</p> <p>Students will take courses that include Community Health, Community Nutrition, and Community Advocacy. They will participate in practica courses that include Field Methods, Counseling, and a site-based experience including a community project.</p> <p>Certified Community Health Care Workers:</p> <ul style="list-style-type: none"> • Discuss health concerns with community members • Educate people about the importance and availability of healthcare services
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- Provide informal counseling and social support
- Conduct outreach programs
- Facilitate access to healthcare services
- Advocate for individual and community needs

This occupation offers those with this Level I Certification, the opportunity to work in both private and public health outreach and social service agencies. Overall employment for these workers is projected to grow to 13% between now and the year 2029, a rate of growth faster than many other jobs in our area, and the median annual wage for a Community Health Care Worker is \$40,360. Students may immediately enter the work force or may use this opportunity as a means for career exploration.

While in high school, students will have the opportunity to graduate from Northwest Vista College with 17 hours of college and the Community Health Care Worker Level I Certificate.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) Between SAISD and Prairie View A&M University for College Enrollment, Persistence, and Completion Initiatives

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzman, Deputy Superintendent

PRESENTER: Liz Ozuna, Executive Director, Advanced Academics/Postsecondary Initiatives

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Prairie View A&M University for college enrollment, persistence, and completion initiatives.

As SAISD seeks to increase the percentage of graduates attending college, this partnership seeks to build a network of college partners to support students' college enrollment, persistence, and completion. The purpose of this MOU is to launch programs, projects, and activities to support SAISD graduates attending Prairie View A&M University and to address any college persistence and completion challenges. Among other benefits, this partnership provides a scholarship to high achieving juniors and provides graduates with an additional Historically Black Colleges and Universities (HBCU) option, along with St. Philip's College that is close to home and supportive of global efforts to increase the number of SAISD graduates obtaining a postsecondary credential.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the MOU between SAISD and Prairie View A & M University for College Enrollment, Persistence, and Completion initiatives.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2020 - 2021 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.



Memorandum of Understanding For Early Admission of Top 25%

Between

Prairie View A&M University and San Antonio Independent School District

I. SCOPE

a. Subject of Agreement:

San Antonio Independent School District (hereafter, San Antonio ISD) and Prairie View A&M University (hereafter, PVAMU), a member of the Texas A&M University System and an agency of the State of Texas, have entered into the following agreement concerning the admission of SAISD students to PVAMU.

b. Purpose of Agreement:

The purpose of the agreement is to provide early admission and related services to SAISD students. This agreement is designed to serve only students in the San Antonio ISD.

c. Date of Effect:

The agreement will be in effect from the date on which parties have affixed their signatures. Review, revisions and termination provisions are discussed in section IV.

d. Term of Agreement:

This agreement shall be in effect from date of final signature and ending September 30, 2025. This agreement is eligible for renewal within ninety days prior to its expiration with written approval of both parties. The total term of the agreement shall not exceed five (5) years. A written approval notice is required at least ninety days, in advance, if either institution should decide to terminate the agreement. The responsibilities of each partner institution are available in the following Memorandum of Agreement.

II. Understanding of the Parties

a. General Understanding, Prairie View A&M University

During the period of this agreement, PVAMU will:

1. Offer unconditional admission to the top 25% of ranked juniors or seniors, assuming the students graduate on the recommended high school program in accordance with Texas Education Code sections 51.803-51.809 or foundation high school program with endorsement. Admission to the university could be rescinded if they no longer meet admission requirements upon the receipt of final transcript.
2. Handle, at PVAMU's expense, all costs and logistics regarding student notification of their admission status.
3. Provide a total of eight Opportunity Target High School Scholarships per year to the district valued at \$3,000 each (\$24,000); San Antonio High Schools will have an opportunity to provide nominations for awardees that will be considered by PVAMU's selection committee. Scholarship criteria will be provided to the District no later than September 1 to ensure nominations for awardees will be timely provided to PVAMU's

selection committee. First scholarship awards will be effective for the Fall of 2021. Students offered Opportunity Scholarships must meet the scholarship criteria outlined by PVAMU prior to the award being made.

4. Provide invitations to Scholarship recipients for the Scholarship Reception at Prairie View A&M University.
5. Provide each scholarship recipient an opportunity to visit campus and shadow a PVAMU-designated student for a day.
6. Participate in the SAISD College Fair (and placed in a prominent high traffic location).
7. Serve as a host site for our annual partnering school district Student Leadership Conference Day, held during the spring semester for 80 rising seniors from San Antonio ISD. The district would cover all travel related expenses and PVAMU will cover the cost of lodging, meals, and related materials.
8. Host SAISD Counselors on the PVAMU campus to learn more about the University and its Academic programs.

b. General Understanding, SAISD

During the period of this agreement, SAISD will:

1. Provide PVAMU a data file of the top 25% ranked juniors and seniors who grant permission to share third party information.
2. Provide appropriate facilities for the Financial Aid and Admissions workshops for students and their families.
3. Provide access to student academic records for advising on course selection and major presentations.
4. Provide suitable office space, meeting space or computer lab for PVAMU representative to meet and advise students on dates agreed upon by SAISD and PVAMU.
5. Provide students appropriate class release time for the purposes of meeting with PVAMU representative.
6. Provide a location for PVAMU to set up a booth during SAISD's College Night.
7. Ensure each scholarship recipient and his or her family has an opportunity to attend the President's Scholarship Reception.

c. Mutual Understanding

1. Nondiscrimination. Participation of qualified students in the program will be permitted in compliance with the applicable federal, state, and local nondiscrimination laws and regulations. In particular, PVAMU and San Antonio ISD will not discriminate on the basis of race, color, national origin, religion, gender, age, sexual orientation, marital status, disability, military discharge, or veteran status in any area of employment or in services to their students.
2. Accreditation. Both institutions will maintain their accreditation with regional/state accrediting association.
3. Cooperation. Each institution will attempt to encourage and maintain a high degree of cooperation between their support staffs in the operation of this agreement.
4. Waiver of Terms and Provisions. Any waiver by either party of any term or provision of this agreement at any time will not constitute a waiver of any other or all terms and provisions. Any waiver of any part of a provision of this agreement at any one time will not constitute a waiver for all times.
5. FERPA and/or TAMU System Information Classification Standard. Both parties will comply with the Family Education Rights and Privacy Act as well as handling, safeguarding, and using SAISD student educational records and TAMU Confidential Information—business critical for the sole purpose of assisting the student applicants

through the application and enrollment process. Using a student's confidential information for any other purpose is strictly prohibited.

III. Review, Amendment and Termination

- a. All parties are committed to the concept of a long-standing agreement. This agreement, including appendices, will be amended when programs are added, deleted, or significantly modified. Amendments may take the form of letters signed by the signatories below or their designated representatives. The agreement will be reviewed annually, or at any time, at the request of either party. Either party may terminate the agreement with a ninety-day notice.
- b. Any other modifications to this agreement may be made following ninety days written notice from either institution. This agreement shall be in effect for five years beginning from the date of final signatures and ending September 30, 2025. This agreement is eligible for renewal within ninety days prior to its expiration with written approval of both parties. The total term of the agreement shall not exceed five (5) years. A written approval notice is required at least ninety days, in advance, if either institution should decide to terminate the agreement.

IV. Miscellaneous Provisions

- a. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
- b. Force Majeure. Each party shall be excused from any breach of this Agreement that is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.
- c. Governing Law. This Agreement is construed under the laws of Texas. Venue is in Waller County, Texas.
- d. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- e. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- f. Notice. Any notices required by this agreement shall be delivered to the following address:

PVAMU: Prairie View A&M University
P.O. Box 519; MS 1025
Prairie View, Texas 77446
Attention: Dr. Sarina Willis, Vice President for Enrollment Management

SAISD: San Antonio Independent School District
141 Lavaca Street
San Antonio, Texas 78210
Attention: Dr. Pedro Martinez, Superintendent

- a. Dispute Resolution. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and SAISD to attempt to resolve any claim for breach of contract made by SAISD that cannot be resolved in the ordinary course of business. SAISD shall submit written notice of a claim of breach of contract under this Chapter to the Vice President of Business Affairs at PVAMU, who shall examine SAISD's claim and any counterclaim and negotiate with SAISD in an effort to resolve the claim.

San Antonio Independent School District

Prairie View A&M University

Dr. Pedro Martinez, Superintendent

Dr. Sarina Willis, Vice President for Enrollment Management

Date

Date

Dr. James Palmer, Provost and Senior Vice President for Academic Affairs

Date



BOARD AGENDA CLARIFICATIONS

Provide this information for Academic Board Agenda Items involving a MOU.

Department:	Postsecondary Initiatives
Board Meeting Date:	March 1, 2021
Agenda Title:	Approval of Memorandum of Understanding (MOU) between SAISD and Prairie View A&M University for College Enrollment, Persistence, and Completion Initiatives
Presenter:	Liz Ozuna, Executive Director for Advanced Academics & Postsecondary Initiatives
Cost:	\$0
Board Goal Addressed	Board Goal #10: Increase the percent of graduates attending college

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
All seniors	0	14	\$0	\$0	\$0

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p>	<p>This college enrollment, persistence, and completion MOU is a new partnership agreement with Prairie View A&M University (PVAMU) in our overall strategy to engage with colleges with more purposeful initiatives to increase college enrollment for our graduates.</p> <p>After review of our college partnership strategy, we realize that there are many colleges and universities designated as Hispanic Serving Institutions (HSIs), but outside of our current Alamo Promise partnership with St. Philips College, there is not enough representation from Historically Black Colleges and Universities (HBCUs). This partnership with Prairie View A&M University increases potential culturally relevant</p>
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options for our graduates.

Components of the partnership in the MOU include automatic admissions for students in the top 25% of their class and eligibility for a scholarship (among other benefits, this partnership provides a scholarship to high achieving juniors). PVAMU also commits to maintaining (not reducing as is customary) federal and state grants if students acquire outside scholarships so that students are not receiving less financial aid after their first year at PVAMU.

This partnership is also the first partnership to connect us to a family engagement office, the Parent & Family Programs office, which believes that “when we admit a student, we admit the family.” This is a specific persistence and completion strategy PVAMU implements that we will leverage to not only increase student persistence at PVAMU, but also to hold up as an exemplary best practice for other SAISD college partners for engaging the families of our graduates as a supporting role as their students move on to attend college.

Just as with our other college partners, the pandemic has challenged our ability to send students to PVAMU to explore the campus, feel it’s atmosphere for best fit, and to eventually enroll in The University. This partnership is a strategy to ensure students see representation of different types of colleges and institutions in the partnerships we seek out as welcoming places where they can have great college experiences.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and the University of Houston-Victoria for College Enrollment, Persistence, and Completion Initiatives**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Liz Ozuna, Executive Director, Advanced Academics/Postsecondary Initiatives

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the renewal of the Memorandum of Understanding (MOU) between SAISD and the University of Houston-Victoria for College Enrollment, Persistence, and Completion initiatives.

As SAISD seeks to build a network of college partners that support students' college enrollment, persistence, and completion, this partnership seeks to support SAISD's goal of increasing the percent of graduates enrolling in college. The purpose of this MOU is to expand programs, projects, and activities that support SAISD graduates attending the University of Houston-Victoria and to address any college persistence and completion challenges. The University of Houston-Victoria is one of the original college enrollment partnerships and the District seeks to continue enhancing the partnership. Among other benefits, this partnership provides funds to cover the full cost of tuition, excluding loans, for all admitted students.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approves the renewal of the Memorandum of Understanding (MOU) between SAISD and the University of Houston-Victoria for College Enrollment, Persistence, and Completion initiatives.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

There is no cost to the District.

IV. 2020 - 2021 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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
The San Antonio Independent School District
AND
University of Houston-Victoria**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into by and between the University of Houston-Victoria (UHV) and the San Antonio Independent School District (SAISD).

PURPOSE OF MOU. The purpose of this MOU is to develop and expand a partnership between UHV and SAISD to develop programs, projects, and activities that support SAISD graduates in their efforts to complete their postsecondary aspirations, and address college persistence and completion challenges for student populations served by SAISD.

PARTNERSHIP OBJECTIVES. The main long-term objectives of the partnership are to:

- Attract SAISD graduates to UHV, where they will have the opportunity to excel academically and contribute as leaders on campus in the larger community.
- Successfully enroll a cohort of approximately 15 students each year.
- Achieve a 50% 6-year graduation rate for SAISD alumni who enroll at UHV; and
- Provide opportunities for the leadership and staff of both SAISD and UHV to meet and create new strategies to address the challenges of college faced by SAISD alumni.

SAISD RESPONSIBILITIES. By signing this MOU, SAISD agrees to the following:

1. Designate a point of contact to manage this MOU, organize annual meeting of stakeholders to adjust partnership agreement as appropriate, and coordinate with counselors and advisors who can assist in furthering the commitments delineated in this partnership
 - a. Identify at least one member from each SAISD high school for direct school-level contact for UHV representatives
 - b. Serve as a representative to other school districts interested in partnering with UHV
2. Collaborate with SAISD schools to provide UHV access to recruit students who are a match and fit for the university as well as students who declare an interest for UHV by:
 - a. Providing suitable space, time, and materials for UHV representatives to meet and advise students and families interested in UHV
 - b. Ensuring placement of a high traffic assignment during districtwide college fairs
3. Provide the UHV admissions office with access to contact and profile information for SAISD high school seniors and SAISD alumni at community colleges as permitted by federal and state student privacy laws.
4. Portray UHV as an attractive higher education option and official “SAISD College Partner” to SAISD high school students and families.
5. Collaborate with UHV to improve college persistence and completion of academic goals by UHV students who are SAISD alumni by:

- a. Educating counselors and advisors on various student success and retention initiatives offered by UHV for first generation college students who may also be from low income families
- b. Providing feedback from SAISD staff and alumni at UHV regarding the most successful means of supporting first generation college students from low income families; and
- c. Collaborating with UHV staff to design initiatives for SAISD alumni at UHV that improve their college persistence and retention

UHV RESPONSIBILITIES. By signing this MOU, UHV agrees to the following:

1. Designate a point of contact to manage this MOU, organize annual meeting of stakeholders to adjust partnership agreement as appropriate, and coordinate with appropriate faculty and/or staff who can assist in furthering the commitments delineated in this partnership.
 - a. Identify at least one member from each of the following offices as secondary points of contact: financial aid, admissions, student advising, faculty, student success, and career center.
 - b. Serve as a representative to other colleges and universities interested in partnering with SAISD as SAISD seeks to expand their college partnership network.

2. Provide SAISD with access to student contact and academic information for SAISD alumni applying and enrolling at UHV as permitted by federal and state student privacy laws, and honor SAISD's FERPA Consent to Release Student Information form.

3. Through existing orientation and admission initiatives, recruit, admit, and enroll a cohort of SAISD alumni by:
 - a. Directing fall application outreach efforts towards SAISD students and alumni
 - b. Educating SAISD counselors and advisors about UHV (e.g. invite them to campus visits, providing informational material, etc.), their pre-college opportunities, and student retention efforts
 - c. Accepting application materials such as test scores, high school transcripts, fee waiver forms, and/or letters of recommendation sent directly from and authenticated by SAISD staff (e.g. counselors, advisors).
 - d. Waiving application fees for SAISD applicants
 - e. Select applicants to participate in a spring preview event or the UHV Experience. UHV will cover room and board costs while SAISD will cover the cost of transportation.

4. Provide financial aid packages to eligible SAISD applicants consistent with UHV financial aid policy and procedures and subject to available funding by:
 - a. Awarding funds that cover the full cost of tuition, excluding loans, for all SAISD applicants accepted to UHV
 - b. Reducing the self-help costs, not federal or state grants, for SAISD applicants who acquire outside scholarships if the total financial aid does not exceed the cost of attendance.

5. Facilitate opportunities proven to support student persistence and retention for first generation college students, students of color and/or low-income students by:

- a. Identifying cohorting opportunities (e.g. learning communities, academic inquiry courses, student organizations, etc.) that promote a community made up of SAISD alumni at UHV and their peers
 - b. Identifying mentorship opportunities (e.g. faculty mentors, staff mentors, peer mentors) that encourage a sense of belonging among SAISD alumni at UHV
 - c. Identifying university-wide opportunities (e.g. study abroad opportunities, career services, undergraduate research experiences, student leadership programs, student life initiatives, etc.);
6. Allow SAISD to refer to UHV as a “SAISD College Partner” publicly and allow the use of its logo in SAISD publications.

GENERAL PROVISIONS. The provisions of this MOU constitute the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, will have the effect of varying the terms presented.

- 1. UHV grants SAISD permission to use the UHV logo to promote UHV and its partnership with SAISD. SAISD understands and acknowledges that The Board of Regents of the University of Houston System owns all rights to the name, logos, and symbols of UHV, and any alteration of the UHV logo or additional use of university marks by SAISD must have prior written approval of UHV;
- 2. This MOU takes effect upon the final signature of all parties and will continue in effect from the date of execution for a period of five years. This MOU may be extended or amended upon written agreement by all parties. Any party may terminate this MOU in its entirety for any reason or no reason at all with a thirty (30) day written notice. All students recruited prior to and/or during the year will receive/retain all benefits afforded to them as stated in the agreement.

FOR: University of Houston-Victoria

Name and Title:

Date

FOR: San Antonio Independent School District

Name and Title: Pedro Martinez, Superintendent

Date



BOARD AGENDA CLARIFICATIONS

Provide this information for Academic Board Agenda Items involving a MOU.

Department:	Postsecondary Initiatives
Board Meeting Date:	March 1, 2021
Agenda Title:	Renewal of a Memorandum of Understanding between SAISD and the University of Houston-Victoria for College Enrollment, Persistence, and Completion Initiatives
Presenter:	Liz Ozuna, Executive Director for Advanced Academics & Postsecondary Initiatives
Cost:	\$0
Board Goal	Increase the percent of graduates enrolling in college

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
All seniors	0	14	\$0	\$0	\$0

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p>	<p>This MOU represents a revised renewal of an existing partnership agreement. In 2018, we launched this college enrollment partnership with the University of Houston-Victoria (UHV) in order to increase the percent of graduates enrolling in college. The University of Houston-Victoria, as one of our original partnerships, is crucial to our college enrollment strategy as one of the closest public universities we have that has a student culture highly similar to that in small liberal arts colleges. Research tells us that students of color tend to do better in these small settings. That finding, paired with the affordability of public institutions like UHV, allows for a combination of factors that contribute to higher completion rates. UHV also serves as one of our long-term</p>
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college partnership collaborators who help us to continue to refine this strategy.

Prior to 2018, fewer than 5 students enrolled in UHV after graduation. Since then, we have increased the number of students enrolled in UHV to 17 on average, while decreasing the number of applicants from 480 to 250. This means we are improving our ability for matching students to UHV, making it more likely that students who apply to UHV truly consider the college as a viable option after high school.

This year, however, we have seen a significant decrease in the number of applications to UHV with only 91 applicants thus far. We believe this is due to the challenges presented by the pandemic. This new version of the UHV-SAISD college enrollment partnership seeks to recover our enrollment growth specifically by adding tuition coverage for admitted students, creating a purposeful network of UHV contacts that can help our students persist and graduate, and extending the term of the MOU, so we can measure trends over time, both in enrollment and persistence towards college graduation.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) Between SAISD and the General Consulate of Mexico in San Antonio

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Esmeralda Alday, Executive Director for Bilingual, ESL Migrant Department

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and the Ministry of Foreign Affairs (Secretaría de Relaciones Exteriores - SRE), the National Institute for Adult Education (Instituto Nacional para la Educación de los Adultos - INEA) via the Mexican Consulate to implement adult and parent education course offerings to SAISD families. The goal of this initiative is to provide adult education courses so that participants can obtain their certification of primary education (grades 1-6), secondary education (grades 7-9), as well as access other courses offered by SRE and/or SAISD departments.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the proposed MOU with the Ministry of Foreign Affairs (Secretaría de Relaciones Exteriores - SRE), the National Institute for Adult Education (Instituto Nacional para la Educación de los Adultos - INEA) via the Mexican Consulate to offer educational courses to adults/parents and to authorize the Superintendent to execute the MOU on behalf of the District.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Title III federal funding 263-13-6118-03-830-1-25000 - \$10,000.00 – Approximate amount of extra duty pay for a part-time teacher to facilitate courses and provide support to parents

IV. 2020 - 2021 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.

"Work Program" in terms of adult education between the Ministry of Foreign Affairs (*Secretaría de Relaciones Exteriores* - SRE), the National Institute for Adult Education (*Instituto Nacional para la Educación de los Adultos* - INEA) and **San Antonio I.S.D./Bilingual, ESL and Migrant Program**.

1. **General Objective of the Work Program.** Encourage, promote and operate educational services for Mexican youth & adults, over fifteen years of age, who live in **San Antonio, TX**, through the educational strategy of the *Plaza Comunitaria*.
2. **Participating Parties.** The Work Program is hereby subscribed by San Antonio I.S.D./Bilingual, ESL and Migrant Program, SRE and INEA, with the support of the Institute for Mexicans Abroad (*Instituto de los Mexicanos en el Exterior* - IME) and the **General Consulate of Mexico in San Antonio, TX**, which are both subscribed to the SRE to give fulfillment to their obligations.

Hereby the characteristics and legal attributions of the Parties subscribed hereto.

- A. SRE is a Federal Public Administration of the Mexican Government with its internal regulations in force and other applicable legal dispositions, who may be assisted by the IME in promoting strategies, integrating programs, collecting proposals and recommendations from communities, its members, its organizations and advisory bodies, aimed at raising the living standard of Mexican communities overseas, verifying the constitution of the organizations with which they subscribe, as well as implement the guidance provided by the National Council for Mexican Communities Abroad.

Ruben Minutti Zanatta, Consul General of Mexico in San Antonio, TX, based on Chapter IV, Articles 19 and 20 of the Mexican Foreign Service Law, published in the Official Journal of the Federation on January 4, 1994, has sufficient faculties to sign this instrument.

For legal purposes their offices are located at 127 Navarro St. San Antonio, Texas 78205.

- B. **THE INEA** is a decentralized public organism of the Federal Public Administration and is included in the sector coordinated by the Ministry of Public Education, with legal identity and its own assets, residing in Mexico City. In terms of the specifications of article second

of the Decree by which it is created the National Institute for Adult Education, published in the Official Journal of the Federation on August 31, 1981 and amended by means of the Decree published in the Official Journal of the Federation on August 23, 2012, aims to promote and carry out actions to organize and provide adult education for adults through provision of literacy, primary education, secondary education, training for work and other services determined by the legal provisions and applicable programs with the support of social participation and solidarity.

The head Director of Coordination and Strategic Alliances has authority to sign jointly with the head Director of Forward Planning, Accreditation and Evaluation this Work Program, in terms of the provisions of the article 23, section XII of the Organic Statute of the National Institute for Adult Education, published in the Official Journal of the Federation on October 18, 2019.

For the relevant legal effects, he declares his address in the building located on Francisco Márquez N. 160, Colonia Hipódromo Condesa, Territorial Demarcation Cuauhtémoc, Mexico City, zip code 06140.

C. San Antonio I.S.D./Bilingual, ESL and Migrant Program. Vision: Cultivate multilingual graduates with the socio-cultural awareness to lead their local and global communities. Mission: Ensure academic success for all Emergent Bilingual students through innovative practices that elevate and cultivate students' culture, language, and identities. IRS TAX ID: 74-6002167. Address: 406 Barrera Street San Antonio, Texas 78210. Esmeralda Alday is the Executive Director and has legal powers to sign this document.

3. Legal Framework. The Work Program is grounded on the following instruments:

- a) The Memorandum of Understanding of education between the government of the United Mexican States and the government of the United States of America signed in the city of Washington, D.C., on August 8 1990.
- b) Collaboration Agreement to promote Adult Education, subscribed by the Ministry of Foreign Affairs (SRE) and the National Institute for Adults Education (INEA) signed in Mexico City on July 10th 2012, for an indefinite term.

4. Commitments

FROM THE PARTIES:

- A. Will follow up on the Plazas Comunitarias to know the advances and challenges with which they are faced.
- B. Both parties will create a collaborative work team between institutes.
- C. The Program will be valid for one (1) year and will be extended for periods of equal duration, unless, one of the parties expresses by written notice their desire to terminate it with at least, a ninety (90) days notice. The completion of the Program won't affect the people benefiting from its educational services nor the programs that are under implementation at the time being which will have to continue until their conclusion.
- D. Will mutually recognize the legal attributions with which they are acting in this Work Program.
- E. Shall comply with the activities foreseen in the Activities Plan (Chronogram) in ANNEX of this Work Program.

FROM INEA:

- F. It will offer educative plans and programs in accordance with the needs and interests of Mexican adults, who are not literate or have not concluded or interrupted their primary and/or secondary education.
- G. It shall operate as a liaison between the Plaza Comunitaria and the authorized agencies of the Mexican Government, in the event that San Antonio I.S.D./Bilingual, ESL and Migrant Program would like to establish actions for educational continuity such as *Bachillerato*, training for work and recognition of vocational skills, among others.
- H. Shall provide training and technical assistance at a distance and / or by electronic digital means, to those responsible for educational services, tutors and people in charge of the

Plaza Comunitaria and other staff appointed by the San Antonio I.S.D./Bilingual, ESL and Migrant Program.

- I. Shall provide educational materials and resources, if budgetary resources are available, and send them through the IME and the General Consulate of Mexico in San Antonio, TX for the development of the literacy, primary and secondary education programs.
- J. Establish the procedures to provide the accreditation service, and in its case, issue the certificate and certification of the study level which it promotes and imparts, to the learners that fulfill the applicable regulations.
- K. Shall provide to the Plazas Comunitarias which depend on the San Antonio I.S.D./Bilingual, ESL and Migrant Program, access codes to the Automatic Accreditation and Follow-Up System (Sistema Automatizado de Seguimiento y Acreditación- SASA), which are necessary for the registry, attention, accreditation and certification of students.
- L. Shall inform every four months to the General Consulate of Mexico in San Antonio, TX, the status of educational processes in its jurisdiction based on the information of the SASA.

FROM SAN ANTONIO I.S.D./BILINGUAL, ESL AND MIGRANT PROGRAM:

- M. Will provide INEA's educational services of literacy, primary and secondary education **free** to youth and adults abroad through INEA's Educational Model for Life and Work (Modelo Educativo Para la Vida y el Trabajo- MEVyT).
- N. Will register all information regarding the follow up of education of youth and adults, using the information systems that INEA defines for such effects, and send its updated information at the request of INEA.
- O. Shall maintain the SASA updated **permanently** with the current information of the students registered in literacy, primary and secondary education.

- P. Shall participate in the training sessions implemented by the INEA for the updating of MEVyT and SASA, through the means in which the INEA provides, at least twice a year.
- Q. Shall provide didactical, academic and human resources and facilities to fulfill the object of this Program.
- R. Shall promote and disseminate among its members, employees and the community in general, the educational services in literacy, primary and secondary education, through the established strategies.
- S. Shall promote among its students the accreditation of the modules and conclusion of educational levels, fostering at all time that students gain their primary or secondary education certificate.
- T. Install, to the extent of its economic possibilities, the Plazas Comunitarias which are required to attend youth and adults older than fifteen years of age, with furniture, equipment and ICTs, administrative systems, and human resources required for its operation.
- U. Regarding the registry, attention, accreditation and certification of students, available from the INEA Portal – Attention Abroad, the San Antonio I.S.D./Bilingual, ESL and Migrant Program shall:
 - a) Receive from INEA and safe keep user ID code and password that are assigned according to the number of operational units.
 - b) Custody and avoid by all means the dissemination of exams that INEA provides. As well as, treat the information as “**confidential and restricted**”, guaranteeing the strict fulfillment of the Mexican norms and procedures of accreditation and certification.

- c) Register answers of exams according to the current "Norms and Procedures of Education for Youth and Adults Abroad" and generate learners score records. As well as to process the certificate of primary or secondary education of the students who have concluded level.
- d) Inform to the General Consulate of Mexico in San Antonio, TX and the INEA of any update or change of the operator of the access keys.
- e) Provide to the General Consulate of Mexico in San Antonio, TX, the information requested regarding the status of the educational process in accordance with the plans and programs of INEA.

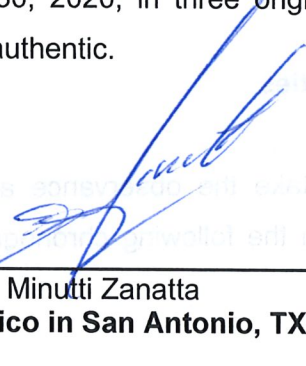
FROM MINISTRY OF FOREIGN AFFAIRS (SRE)

- V. Follow up the implementation of cooperative actions provided in this Program.
- W. Send to the General Consulate of Mexico in San Antonio, TX in accordance with the procedures, the educational materials that INEA provides to the San Antonio I.S.D./Bilingual, ESL and Migrant Program for the development of collaborative actions established in this Program.

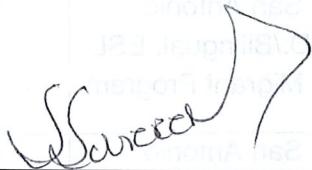
Nothing established in this Work Program shall constitute or be interpreted as an implicit or explicit waiver or a surrender of the rights, privileges or immunities that the Vienna Convention on Consular Relations confers to the General Consulate of Mexico in San Antonio, TX. In the case in which some disposition contained in this document creates conflict with the provisions of the Convention, the terms of the Convention shall govern over those established in this Work Program. It does not imply under any circumstance, that there is or there could be an employment relationship between the General Consulate of Mexico in San Antonio, TX and/or its employees, the INEA and/or its employees, and the San Antonio I.S.D./Bilingual, ESL and Migrant Program and/or its employees.

This work program is a product of good faith, and the conflicts that could be presented as for its interpretation, formalization and execution, will be resolved through a friendly negotiation.

Signed at San Antonio, TX, on November 30, 2020, in three original copies in English and Spanish languages, both texts being equally authentic.



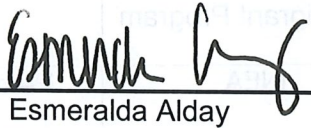
Rubén Minutti Zanatta
Cónsul of Mexico in San Antonio, TX.



María Susana Scherer Ibarra
Director of Coordination and
Strategic Alliances
INEA



Gerardo Molina Alvarez
Director of Forward Planning,
Accreditation and Evaluation
INEA



Esmeralda Alday
Executive Director
San Antonio I.S.D./Bilingual, ESL and
Migrant Program



Luz Garcia-Martin
Senior Coordinator
San Antonio I.S.D./Bilingual, ESL
and Migrant Program
Witness

Pedro Martinez
Superintendent
San Antonio Independent School District

This signature sheet corresponds to the Work Program between the SRE, the INEA and San Antonio I.S.D./Bilingual, ESL and Migrant Program, signed on November 30 of 2020.

ANNEX

Chronogram of Activities

The signatories undertake the observance and enforcement, in a timely manner, the activities established in the following chronogram, as well as to modify them by mutual agreement.

Main actions	Institution responsible	Term
Equipment installation, classrooms and Plaza Comunitaria infrastructure.	San Antonio I.S.D./Bilingual, ESL and Migrant Program	Prior task
Recruitment of tutors, instructors and volunteers to be in charge of the technical and administrative operation of the Plaza Comunitaria.	San Antonio I.S.D./Bilingual, ESL and Migrant Program	Prior task
Promotion in radio, television, newspapers, flyers, posters, advertisements, etc.	San Antonio I.S.D./Bilingual, ESL and Migrant Program	Permanently
Training and technical support for tutors and people in charge of the Plaza Comunitaria.	INEA	Permanently
Participate in the training offered by the INEA.	San Antonio I.S.D./Bilingual, ESL and Migrant Program	Permanently
Send materials (according to budgetary availability and existence in warehouse) MEVyT Modules.	INEA	Schedule
Provide access codes and passwords to the SASA.	INEA	November 2020
Register and update students permanently on the SASA.	San Antonio I.S.D./Bilingual, ESL and Migrant Program	Permanently
Schedule and organize assessment and follow-up meetings.	INEA San Antonio I.S.D./Bilingual, ESL and Migrant Program	Permanently

Programa de Trabajo que en materia de educación para adultos acuerdan por una parte, la Secretaría de Relaciones Exteriores (SRE), el Instituto Nacional para la Educación de los Adultos, (INEA) y por la otra **San Antonio I.S.D./Bilingual, ESL and Migrant Program.**

1. **Objetivo General del presente Programa de Trabajo.-** Impulsar, promover, operar y dar seguimiento a servicios de educación para jóvenes y adultos mexicanos, mayores de 15 años, que viven en **San Antonio, TX**, a través de las estrategias de Plaza Comunitaria.
2. **Instituciones Participantes.** El presente Programa de Trabajo es suscrito por San Antonio I.S.D./Bilingual, ESL and Migrant Program, la SRE y el INEA, quien cuenta con el apoyo del Instituto de los Mexicanos en el Exterior (IME) y el **Consulado General de México en San Antonio, TX**, ambos pertenecientes a la SRE para dar cumplimiento a sus obligaciones.

A continuación se describen las características y autoridades de las Partes que suscriben el presente Programa de Trabajo.

- A. **La SRE** es una dependencia de la Administración Pública Federal, con su Reglamento Interior en vigor y demás disposiciones legales aplicables, quien podrá auxiliarse del IME en la promoción de estrategias, integrar programas, recoger propuestas y recomendaciones de las comunidades, sus miembros, sus organizaciones y órganos consultivos, tendientes a elevar el nivel de la vida de las comunidades mexicanas en el extranjero, verificar la constitución de las organizaciones con las que suscriben, así como ejecutar las directrices que emanen del Consejo Nacional para las Comunidades Mexicanas en Exterior.

Rubén Minutti Zanatta, Cónsul General de México en San Antonio, TX, con fundamento en el Capítulo IV, Artículos 19 y 20 de la Ley del Servicio Exterior Mexicano, publicado en el Diario Oficial de la Federación (DOF) el 4 de enero de 1994, cuenta con facultades suficientes para firmar el presente instrumento.

Para los efectos legales señala como su domicilio el ubicado en el 127 Navarro St. San Antonio, Texas 78205.

- B. **El INEA** es un Organismo Descentralizado de la Administración Pública Federal, agrupado en el Sector coordinado por la Secretaría de Educación Pública, con personalidad jurídica y patrimonio

propio, con domicilio en la Ciudad de México. Tiene por objeto promover y realizar acciones para organizar e impartir la educación para adultos, a través de la prestación de los servicios de alfabetización, educación primaria, secundaria, la formación para el trabajo y los demás que determinen las disposiciones jurídicas y los programas aplicables, apoyándose en la participación y la solidaridad social.

En términos de lo dispuesto en el artículo 2º del Decreto por el que se crea el Instituto Nacional para la Educación de los Adultos, publicado en el DOF el 31 de agosto de 1981 y reformado mediante el Decreto publicado en el DOF el 23 de agosto de 2012, tiene por objeto promover y realizar acciones para organizar e impartir la educación para adultos, a través de la prestación de los servicios de alfabetización, educación primaria y secundaria, la formación para el trabajo y las demás que determinen las disposiciones jurídicas y los programas aplicables, apoyándose en la participación y la solidaridad social.

La titular de la Dirección de Concertación y Alianzas Estratégicas cuenta con facultades para suscribir de forma conjunta con el titular de la Dirección de Prospectiva, Acreditación y Evaluación el presente Programa de Trabajo, en términos de lo dispuesto en el artículo 23, fracción XII del Estatuto Orgánico del Instituto Nacional para la Educación de los Adultos publicado en el DOF el 18 de octubre de 2019.

Para los efectos legales señala como su domicilio el edificio ubicado en Francisco Márquez No. 160, Colonia Condesa, Demarcación Territorial Cuauhtémoc, Ciudad de México, C.P. 06140.

C. San Antonio I.S.D./Bilingual, ESL and Migrant Program. Nuestra visión es cultivar graduados multilingües con la conciencia sociocultural para liderar sus comunidades locales y globales. Nuestra misión garantiza el éxito académico para todos los estudiantes bilingües emergentes a través de prácticas innovadoras que eleven y cultiven la cultura, el idioma y las identidades de los estudiantes. IRS TAX ID: 74-6002167. Domicilio legal de Bilingual, ESL and Migrant Program es 406 Barrera Street, San Antonio, Texas 78210. Esmeralda Alday es la Directora Ejecutiva y tiene facultades legales para la firma del presente documento.

3. Marco Legal.- El presente Programa de Trabajo se fundamenta en:

- a) El Memorándum de Entendimiento sobre educación entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América, firmado en la ciudad de Washington, D.C., el 8 de agosto de 1990.

- b) El Convenio de Colaboración para promover la Educación para Adultos, entre la Secretaría de Relaciones Exteriores (SRE) y el Instituto Nacional para la Educación de los Adultos (INEA), firmado en la Ciudad de México el 10 de julio de 2012, con vigencia indefinida.

4. Compromisos

DE LAS PARTES:

- A. Realizar seguimiento para conocer los avances y retos que se vayan planteando en la Plaza Comunitaria.
- B. Conformar un equipo para el trabajo colaborativo entre ambas instituciones.
- C. El presente Programa tendrá una vigencia de **un (1) año** la cual se prorrogará automáticamente por periodos de igual duración, a menos que una de las Partes decida darlo por terminado, mediante escrito dirigido a las otras Partes con, por lo menos, noventa (90) días de anticipación. La terminación del Programa no afectará a las personas que estén recibiendo los servicios educativos, ni a los programas que en ese momento se encuentren en proceso de ejecución, los cuales deberán continuar hasta su conclusión.
- D. Reconocer mutuamente la personalidad jurídica con la que actúan en el presente Programa de Trabajo.
- E. Dar cumplimiento a las actividades previstas en el Cronograma de Actividades incluido como **ANEXO** del presente Programa de Trabajo.

DEL INEA:

- F. Ofrecer planes y programas educativos acordes a las necesidades e intereses de los adultos mexicanos que no estén alfabetizados o que no hayan cursado o concluido la primaria o la secundaria.

- G. Operar como enlace entre la Plaza Comunitaria y las instancias autorizadas del Gobierno mexicano para, si San Antonio I.S.D./Bilingual, ESL and Migrant Program lo desea, establecer acciones de educación continua como el bachillerato, formación para el trabajo y reconocimiento de habilidades vocacionales, entre otras.
- H. Proporcionar capacitación y asesoría técnica a distancia y/o por medios digitales electrónicos, a los responsables de los servicios educativos, asesores, tutores, responsables de plazas comunitarias y otros que designe San Antonio I.S.D./Bilingual, ESL and Migrant Program.
- I. Proveer los materiales didácticos necesarios, previa disponibilidad presupuestal aprobada, en el ejercicio correspondiente, con el propósito de hacerlos llegar a través del IME y el Consulado General de México en San Antonio, TX, para el desarrollo de los programas de alfabetización, de educación primaria y secundaria.
- J. Establecer los procedimientos para proporcionar el servicio de acreditación y, en su caso, expedir los certificados y certificaciones de los niveles de estudio que promueve e imparte, a los educandos que cumplan con la normatividad aplicable.
- K. Proporcionar a las Plazas Comunitarias que dependan de San Antonio I.S.D./Bilingual, ESL and Migrant Program, claves de acceso al Sistema Automatizado de Seguimiento y Acreditación (SASA), necesarias para la incorporación, atención, acreditación y certificación de educandos.
- L. Informar cuatrimestralmente al Consulado General de México en San Antonio, TX, el estado que guardan los procesos educativos en su jurisdicción con base en los registros del SASA.

DE SAN ANTONIO I.S.D./BILINGUAL, ESL AND MIGRANT PROGRAM:

- M. Brindar servicios educativos de alfabetización, primaria y secundaria **gratuitos** a jóvenes y adultos en el exterior, a través del Modelo Educación para la Vida y el Trabajo (MEVyT) del INEA.
- N. Registrar toda la información relacionada con el seguimiento de la educación para jóvenes y adultos, utilizando los sistemas de información que el INEA defina para tales efectos y enviar información actualizada cada vez que el INEA lo requiera.

- O. Mantener actualizado, de forma **permanente**, el SASA con la información de los educandos inscritos en alfabetización, primaria y secundaria.
- P. Participar en sesiones de capacitación y actualización del MEVyT y SASA, por los medios que el INEA le ofrezca, al menos dos veces al año.
- Q. Proporcionar los recursos didácticos, académicos, humanos y de infraestructura necesaria para el cumplimiento del objeto de este Programa.
- R. Promover y difundir entre sus agremiados, empleados y comunidad en general, los servicios educativos de alfabetización, primaria y secundaria, a través de las estrategias que para ello defina.
- S. Promover entre sus educandos la acreditación de módulos y conclusión de nivel, fomentando en todo momento, la obtención del certificado de educación primaria y/o secundaria.
- T. Instalar, en la medida de sus posibilidades económicas, las Plazas Comunitarias que sean necesarias para atender a los jóvenes y adultos que requieran los servicios educativos del INEA, con los muebles, el equipo de tecnología informática y de telecomunicación, los sistemas de administración y los recursos humanos que se requieren para su apropiado funcionamiento.
- U. En relación a los registros de incorporación, atención, acreditación y certificación de educandos, disponible desde el Portal INEA-Atención en el Exterior, San Antonio I.S.D./Bilingual, ESL and Migrant Program deberá:
- a) Recibir del INEA y resguardar las claves de acceso al SASA que le sean asignadas de acuerdo con el número de unidades operativas instaladas.
 - b) Custodiar y evitar por todos los medios la divulgación de los exámenes y reactivos que el INEA le proporcione. Así como, atribuir a esta información el tratamiento de “**confidencial y restringida**”, garantizando de esta forma el estricto cumplimiento de las normas y procedimientos de acreditación y certificación mexicana.
 - c) Capturar las respuestas de los exámenes de acuerdo con las “Normas y Procedimientos de Educación para Jóvenes y Adultos Atendidos en el Exterior” y generar los informes de calificaciones de los educandos, así como, tramitar el certificado de primaria o secundaria, según sea el caso, de los educandos que concluyan nivel.

- d) Informar al Consulado General de México en San Antonio, TX, y al INEA acerca de cualquier actualización o cambio del operador de las claves de acceso.
- e) Proporcionar al Consulado General de México en San Antonio, TX, la información que solicite al respecto del estado que guardan los procesos educativos con base en los planes y programas del INEA.

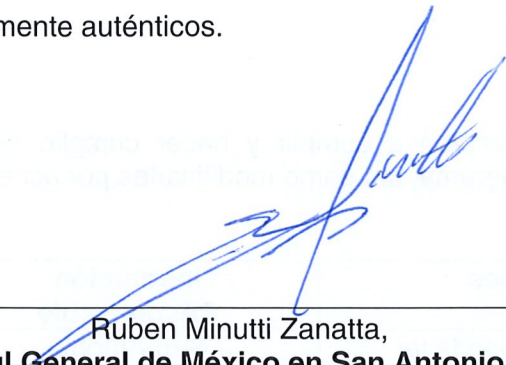
DE LA SECRETARÍA DE RELACIONES EXTERIORES:

- V. Dar seguimiento a la implementación de las acciones de cooperación previstas en el presente Programa.
- W. Enviar al Consulado General de México en San Antonio, TX, de acuerdo con los procedimientos que para el caso defina, los materiales educativos que proporcione el INEA a San Antonio I.S.D./Bilingual, ESL and Migrant Program para el desarrollo de las actividades de cooperación previstas en el presente Programa.

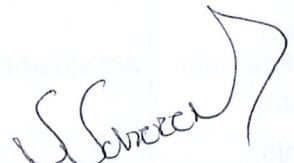
Nada de lo establecido dentro de este Programa de Trabajo podrá entenderse como una renuncia explícita o implícita de los derechos, privilegios e inmunidades que la Convención de Viena sobre Relaciones Consulares le confiere al Consulado General de México en San Antonio, TX. En caso de que alguna disposición contenida en este documento contravenga alguna disposición de la Convención, los términos de la Convención prevalecerán sobre los de este Programa de Trabajo. No implica tampoco, bajo ninguna circunstancia, que exista o pudiera existir una relación laboral entre el Consulado General de México en San Antonio, TX y/o sus empleados, el INEA y/o sus empleados y San Antonio I.S.D./Bilingual, ESL and Migrant Program y/o sus empleados.

Este Programa de Trabajo es producto de la buena fe, y los conflictos que llegaran a presentarse en cuanto a su interpretación, formalización y cumplimiento, serán resueltos a través de una amigable negociación.

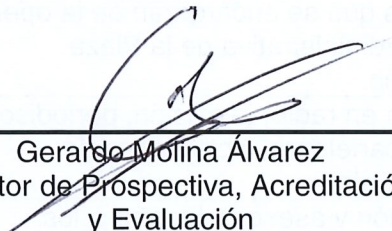
Firmado en San Antonio, TX, el 30 de noviembre de 2020, en tres ejemplares originales en idioma español e inglés, siendo ambos textos igualmente auténticos.



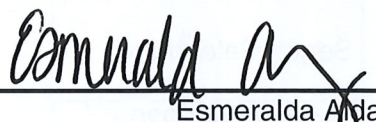
Ruben Minutti Zanatta,
Cónsul General de México en San Antonio, TX.



María Susana Scherer Ibarra
Directora de Concertación y
Alianzas Estratégicas
INEA



Gerardo Molina Álvarez
Director de Prospectiva, Acreditación
y Evaluación
INEA



Esmeralda Aday
Directora Ejecutiva
**San Antonio I.S.D./Bilingual, ESL and
Migrant Program**



Luz Garcia-Martin
Coordinadora Senior
**San Antonio I.S.D./Bilingual, ESL and
Migrant Program
TESTIGO**

Pedro Martinez
Superintendent
San Antonio Independent School District

Esta hoja de firmas corresponde al Programa de Trabajo que en materia de educación para adultos acuerdan por una parte la SRE, el INEA y San Antonio I.S.D./Bilingual, ESL and Migrant Program, firmado el 30 de noviembre de 2020.

ANEXO

Cronograma de Actividades

Las partes firmantes se comprometen a cumplir y hacer cumplir, en tiempo y forma, las actividades establecidas en el siguiente cronograma, así como modificarlas por acuerdo mutuo.

Principales Actividades	Institución Responsable	Fechas
Instalación del equipo, aulas y de toda la infraestructura de la Plaza Comunitaria	San Antonio I.S.D./Bilingual, ESL and Migrant Program	Actividad Previa
Reclutamiento de asesores, instructores y voluntarios que se encargarán de la operación técnica y administrativa de la Plaza Comunitaria.	San Antonio I.S.D./Bilingual, ESL and Migrant Program	Actividad Previa
Promoción en radio, televisión, periódicos, volantes, cartelones, actividades de publicidad, etc.	San Antonio I.S.D./Bilingual, ESL and Migrant Program	Permanente
Capacitación y asesoría técnica a los responsables y asesores de la Plaza Comunitaria	INEA	Permanente
Participar en las capacitaciones que ofrece el INEA.	San Antonio I.S.D./Bilingual, ESL and Migrant Program	Permanente
Envío de materiales (de acuerdo a disponibilidad presupuestal y existencias en bodega), módulos del MEVyT.	INEA	Según Calendario
Proporcionar claves de acceso al SASA.	INEA	Noviembre 2020
Registro de estudiantes.	San Antonio I.S.D./Bilingual, ESL and Migrant Program	Permanente
Programar y organizar reuniones de seguimiento y evaluación.	INEA San Antonio I.S.D./Bilingual, ESL and Migrant Program	Permanente



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

Department:	Dual Language/ESL/Migrant Department
Board Meeting Date:	March 1, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and The General Consulate of Mexico in San Antonio
Presenter:	Esmeralda Alday, Exec. Dir. Bilingual, ESL, Migrant Dept.
Cost:	\$10,000.00: Instruction provided by a part-time professional (spring semester 2021) already employed by the Adult & Community Education Department (Extra-duty pay – Approximately 250 hours @ \$30.00 per hour, plus fringes) Training provided by the Mexican Government

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
15-30	1-2	various	\$250.00	\$5,000.00	NA

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p>	<p>This is not a renewal. This partnership would provide parents/families with an opportunity to complete unfinished schooling and receive an official certificate of completion from the Mexican government. In addition, we will recruit parents to continue their education through coursework offered by the SAISD Adult and Community Education Department.</p>
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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) Between SAISD and the General Consulate of Mexico in San Antonio through the Program Plazas Comunitarias

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Johnny Vahalik, Senior Executive Director for College, Career and Military Readiness

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and the General Consulate of Mexico in San Antonio through the program Plazas Comunitarias. The General Consulate of Mexico's program, Plazas Comunitarias, has education facilities that offer free in-person classes to Latino adults who wish to complete their K-12 education. Classes include reading, writing, elementary and middle school level courses, and computer classes. These comprehensive services improve the lives of people by providing resources, skills, and the knowledge necessary to become self-sufficient. Plazas Comunitarias would like for the SAISD Adult and Community Education program to enhance what is currently offered to these students by partnering to provide Adult Education online classes in English as a Second Language, U.S. Citizenship, Adult Secondary GED (grades 10-12), digital literacy, and self-paced distance learning.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolve that the Board approve the proposed MOU with the General Consulate of Mexico, Plazas Comunitarias to establish a partnership to enhance the services currently offered by Plazas Comunitarias.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Adult Education grant funds will be used to pay for services at no cost to the district.

IV. 2020 - 2021 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.

MEMORANDUM OF UNDERSTANDING
Between
San Antonio Independent School District
Adult and Community Education Program
and the
Consulate General of Mexico in San Antonio, Texas

The following Memorandum of Understanding (The Agreement) establishes the terms of agreement between SAISD Adult and Community Education Program and the Consulate General of Mexico through the program Plazas Comunitarias.

This Adult and Community Education Program as outlined in this agreement is subject to Federal & State grant funding and the availability of such budgeted funds. SAISD receives funds as a subcontractor from Education Service Center, Region 20 governed by the Texas Workforce Commission.

WHEREAS, the parties are in the business of providing literacy and related adult educational services to individuals in the community, and such services include digital literacy, English as a Second Language (ESL), High School Equivalency (HSE), and civic literacy instruction.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby mutually agree as follows:

A. Responsibilities of Parties under this Agreement

The parties agree that the cost of services provided hereunder shall be considered as an in-kind contribution to the program.

1. Responsibilities of San Antonio ISD Adult and Community Education Program

During the term of this Agreement, **from February 17, 2021 to June 30, 2022.**

SAISD Adult and Community Education Program will provide:

- a. Remote instruction conducive to an adult digital learning environment for referred students in need of English as a Second Language, Adult Secondary High School Equivalency, civic literacy, computer literacy and self-paced distance learning instruction.
- b. Provide coordination and guidance for the adult education program.
- c. Track participant attendance and progress.
- d. Provide online assessment and learning materials to participants.
- e. Provide staff and staff development opportunities for staff providing instruction under this agreement.
- f. Student access to related transition services and amenities, as warranted by specific class.
- g. Student access to SAISD distance learning for students preferring or in need of self-paced instruction.
- h. Maintain regular communication the Consulate General of Mexico through the Plazas Comunitarias on the status of students.

- i. Ensure performance measures compliance as directed by Texas Workforce Commission.

2. Responsibilities of Consulate General of Mexico through the Plaza Comunitarias

During the term of this Agreement, the Plaza Comunitarias will provide:

- a. Classroom outreach and recruitment through referrals of no less than 20 students annually.
- b. Assist in retention efforts to maintain the attendance of students to the program.
- c. Coordination of program activities and existing organizations that provide additional services to individuals engaged in literacy and adult education services.
- d. Collaborative program delivery to enhance success of enrollment strategies, messaging, and capacity building.
- e. Regular communication with The San Antonio ISD Adult & Community Education program Director regarding the status of students.

B. Duration of Agreement

The MOU shall be effective upon signature by the Parties and remains in effect unless or until cancelled by either party. A party hereto may cancel this Agreement upon written **30-day** notice to the other party.

C. Neither party hereto intends to waive its immunities in entering this Agreement or performing under this Agreement. This Agreement is not intended to be a joint enterprise for purposes of determining liability.

D. This Agreement supersedes all prior agreements, written or oral, between the parties and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof.

San Antonio Independent School District Adult and Community Education Program	The Consulate General of Mexico in San Antonio
Signature:	Signature:
Name: Mr. Pedro Martinez	Name: Ruben Minutti Zanatta
Title: Superintendent	Title: Consul General
Date:	Date:

MEMORANDUM DE ENTENDIMIENTO

Entre

**El Distrito Escolar Independiente de San Antonio (SAISD)
Programa de Educación Comunitaria para Adultos
y el Consulado General de México en San Antonio, Texas**

El siguiente Memorandum de Entendimiento (el Acuerdo) establece los términos del convenio entre el Programa de Educación Comunitaria para Adultos del SAISD y el Consulado General de México en San Antonio, Texas a través del programa de Plazas Comunitarias.

Este Programa de Educación Comunitaria para Adultos, tal como se describe en este Acuerdo, está sujeto a subvenciones federales y estatales y a la disponibilidad de dichos fondos presupuestados. El SAISD recibe fondos como subcontratista del Centro de Servicios Educativos de la Región 20, la cual es gobernada por la Comisión de la Fuerza Laboral de Texas.

CONSIDERANDO que las partes están en el negocio de proporcionar alfabetización y servicios educativos para adultos relacionados a las personas de la comunidad, y tales servicios incluyen alfabetización digital, inglés como segundo idioma (ESL), equivalencia de escuela secundaria (HSE) e instrucción de alfabetización cívica.

Este Programa de Educación Comunitaria para Adultos, tal como se describe en este Acuerdo, está sujeto a subvenciones federales y estatales y a la disponibilidad de dichos fondos presupuestados. El SAISD recibe fondos como subcontratista del Centro de Servicios Educativos de la Región 20, la cual es gobernada por la Comisión de la Fuerza Laboral de Texas.

POR LO TANTO, en consideración de las promesas mutuas y los pactos contenidos en este documento, las partes acuerdan mutuamente lo siguiente:

A. Responsabilidades de las Partes bajo este Acuerdo.

Las Partes acuerdan que el costo de los servicios prestados a continuación se considerará como una contribución en especie al programa.

1. Responsabilidades del Programa de Educación Comunitaria para Adultos de San Antonio ISD.

Durante la vigencia de este Acuerdo, **del 17 de febrero de 2021 al 30 de Junio de 2022.**

El Programa de Educación Comunitaria para Adultos de SAISD proporcionará:

- a. Instrucción remota conducente a un entorno de aprendizaje digital para estudiantes adultos referidos que necesitan inglés como segundo idioma, equivalencia de escuela secundaria para adultos, alfabetización cívica, alfabetización informática e instrucción de aprendizaje a distancia a su propio ritmo.
- b. Proporcionar coordinación y orientación para el programa de educación de adultos.
- c. Dar seguimiento a la asistencia y progreso de los estudiantes.

- d. Proporcione materiales de evaluación y aprendizaje en línea a los participantes.
- e. Brindar oportunidades de desarrollo del personal para el personal que proporciona instrucción en virtud de este acuerdo.
- f. Acceso a los estudiantes a servicios y comodidades de transición relacionados, según lo garantice la clase específica.
- g. Acceso a los estudiantes al aprendizaje a distancia de SAISD a aquellos que prefieren o necesitan instrucción a su propio ritmo.
- h. Mantener una comunicación regular con la Plaza Comunitaria sobre el estado de los estudiantes.
- i. Asegurar el cumplimiento de las medidas de desempeño según lo indica la Comisión de la Fuerza Laboral de Texas.

2. Responsabilidades del Consulado General de México a través de la Plaza Comunitaria

Durante la vigencia de este Acuerdo, el Consulado General de México en San Antonio, a través de la Plaza Comunitaria proporcionará:

- a. Alcance y reclutamiento en el salón de clase a través de referencias de no menos de 20 estudiantes al año.
- b. Coadyuvar en los esfuerzos de retención para mantener la asistencia de estudiantes al programa.
- c. Coordinar actividades para el programa junto con organizaciones existentes que brindan servicios adicionales a personas involucradas en servicios de alfabetización y educación para adultos.
- d. Entrega de programas colaborativos para mejorar el éxito de las estrategias de inscripción, mensajería y desarrollo de capacidades.
- e. Comunicación regular con el Director del programa de Educación Comunitaria y para Adultos de San Antonio ISD con respecto al estado de los estudiantes.

B. Duración del Acuerdo.

El MOU entrara en vigor a partir de la firma de las Partes y permanecerá vigente a menos o hasta que sea cancelado por cualquiera de las Partes. Una de las Partes puede cancelar el presente Acuerdo con previo aviso por escrito de 30 días a la otra Parte.

- C. Ninguna de las partes tiene la intención de renunciar a sus inmunidades al celebrar este Acuerdo o actuando bajo el mismo. Este Acuerdo no tiene la intención de ser una empresa para efectos de determinar responsabilidades.

D. Este Acuerdo reemplaza todos los acuerdos anteriores, escritos y orales entre las Partes y constituye el Acuerdo completo y entendimiento entre las Partes con respecto al presente tema.

Distrito Escolar Independiente de San Antonio y el Programa de Educación Comunitaria para Adultos	Consulado General de México en San Antonio
Firma:	Firma:
Nombre: Mr. Pedro Martinez	Nombre: Ruben Minutti Zanatta
Título: Superintendente	Título: Cónsul General
Fecha:	Fecha:



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

Department:	Adult and Community Education
Board Meeting Date:	March 1, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and The General Consulate of Mexico in San Antonio Through the Program Plazas Comunitarias
Presenter:	Johnny Vahalik, Senior Executive Director for College, Career and Military Readiness
Cost:	Adult Education grant funds will be used to pay for services at no cost to the district.

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
20+	4	0	0	0	0

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p>	<p>No, this is not a renewal.</p> <p>This referral partnership with Plazas Comunitarias will increase the number of students served in our community and enhance what is currently offered to students by the General Consulate of Mexico, Plazas Comunitarias, by providing SAISD Adult Education online classes in ESL, U.S. Citizenship, Adult Secondary GED (10th-12th grade level), digital literacy, and self-paced distance learning.</p>
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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Sports (SAS)

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzman, Deputy Superintendent

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

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and San Antonio Sports (SAS) for the purpose of promoting student sports development, physical activity, nutrition education, and character development. Programs include: i play! afterschool program, Go Kids Challenge during physical education classes, and Summer Fit Family Challenge.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the proposed MOU with San Antonio Sports as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

There is no cost to the District.

IV. 2020 - 2021 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.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this 7th day of December 2020 by and between San Antonio Sports ("SAS"), a Texas non-profit corporation, and San Antonio Independent School District ("SAISD"), a political subdivision of the State of Texas, (collectively the "Parties") for the purpose achieving various aims and objectives relating to programs that promote sports development, physical activity, nutrition education and character development (the "Projects").

WHEREAS, SAS and SAISD desire to enter into an arrangement in which SAS and SAISD will work together to complete the Projects;

WHEREAS, SAS AND SAISD desire to enter into a MOU between them, setting out the working arrangements that each of the Parties agree are necessary to complete the Projects; and

WHEREAS, SAS is acting by and through its duly authorized President and CEO and SAISD is acting by and through its Board of Trustees.

Purpose

The purpose of this Memorandum is to provide the framework regarding the relationship between the Parties in implementing youth development programs between SAS and SAISD.

Term

This Agreement will commence on February 17, 2021 and continue through August 30, 2021 unless otherwise terminated by one or both of the Parties in accordance with the terms of this Agreement. Either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. In the event of termination of this Agreement, the Parties agree to cooperate with each other in providing a smooth transition and closing of the Projects.

Insurance

SAS shall bear all risk of loss and damage to the District facilities arising out of SAS's use of the facilities. To insure against such loss, damage, death and injury, SAS shall carry and maintain the following insurance during the term of the Agreement: general liability with limits of not less than \$1,000,000.00 per occurrence, automobile liability, if necessary, with limits of not less than \$500,000.00 per occurrence and to the extent required by law, worker's compensation insurance in compliance with the statutory limits.

Governmental Immunity

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party nor to create any legal rights or claim on behalf of any third party. District does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.

Indemnification

To the fullest extent permitted by law, SAS shall indemnify, defend and hold harmless the District, the District's agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of, or resulting from the performance of the Projects, provided that any such claim, damage, loss or expense (1) is attributable to bodily or personal injury, death

or to injury to or destruction of tangible property and (2) is caused in whole or in part by any willful or negligent act or omission of SAS, any agent or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Implied Waiver

The failure of either party hereto to insist, in any one or more instances, upon performance of any the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

Approvals or Consents.

Whenever this Agreement requires or permits approvals or consents to be hereafter given by any party hereto, the parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent shall be given in writing and shall be effective without regard to whether given before the time required herein.

Addresses and Notices

Unless otherwise provided in this Agreement, any notice, communication, request, replay or advice (herein severally and collectively for convenience called "notice") herein provided or permitted to be given, made, or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States Mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram or facsimile, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner herein above described shall conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the Parties shall, until change as hereinafter provided, be as shown below. The parties shall have their right to specify as its address any other address in the State of Texas by at least fifteen (15) days written notice to the other party.

If to District: San Antonio Independent School District Attention: Superintendent 141 Lavaca St. San Antonio, Texas 78210	If to SAS to: San Antonio Sports Attention: President and CEO 100 Montana Street San Antonio, Texas 78203
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Severability

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to the other persons or circumstances shall not be affected thereby.

No Third Party Beneficiary

This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

Merger

This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties as to the subject matter hereof other than those expressly stated or provided for herein.

Governing Law

This Agreement shall be governed by the laws of the State of Texas and venue for any dispute hereunder is agreed to be Bexar County, Texas.

Cooperation

Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

Amendments and Modifications

This Agreement may not be amended or modified except in writing executed by SAS and the District and authorized by both governing bodies.

Description of Projects

i play! afterschool

Motivated by community and school district administration concerns that children of low socio-economic status do not get the same opportunities to succeed in sports as children in higher socio-economic status, San Antonio Sports, in partnership with the school district and contracted afterschool program providers, deliver a free sports program that takes place in a safe and healthy environment for 3rd-5th grade students already participating in the afterschool program.

The *i play afterschool* program provides early-stage opportunities for students enrolled in SAISD afterschool care to participate in skilled-base sports instruction through 5, five-week organized sports development units in in track and field, tennis, soccer, volleyball, and basketball.

The initiative incorporates character education and nutrition education while providing both students and parents with a clear pathway for continuing development in sports that they enjoy.

Responsibilities of each partner for this program are detailed in Exhibit A which is attached and included in the MOU.

GO! KIDS CHALLENGE OVERVIEW

Since 2003, this school-based fitness program encourages students in grades K-5 to get active for 60 minutes, 7 days a week for six weeks. The Go! Kids Challenge is San Antonio Sports' response to the alarming increase in childhood obesity rates. Recognizing that inactivity is a major contributor to the poor health of many of our community's students.

The goal of the program is to educate children about the importance of routine exercise and proper nutrition. Participants keep track of their activity in journals, given to them by their PE teacher.

Responsibilities of each partner for this program are detailed in Exhibit B which is attached and included in the MOU.

FIT FAMILY CHALLENGE

Fit Family Challenge is a 12 week summer program with a goal to get families get active, to eat better and learn about health and fitness. Fit Family Challenge is a program of San Antonio Sports, with funding from local foundations and support from sponsors, area school districts and volunteers. Every year, hundreds of families come together to play, exercise and develop healthy habits; and every year, families change their lives through their participation in the Fit Family Challenge.

Responsibilities of each partner for this program are detailed in Exhibit C which is attached and included in the MOU.

Obligation of the Parties

The Parties agree to work together in the true spirit of cooperation to ensure there is a united visible leadership of the Projects and to demonstrate financial, administrative and managerial commitment to the Projects by means of the respective services as detailed in the attached exhibits. The Parties jointly support the goals, objectives and execution of the Projects:

Executed this ____ day of _____ 20____
San Antonio Sports

Executed this ____ day of _____ 20____
San Antonio Independent School District

By: Russ Bookbinder
CEO and President

By (Print) : _____
Title: _____



EXHIBIT A

PROGRAM DESCRIPTION

- Provides a free sports program that takes place in a safe and healthy environment for 12 students already in the Extended Day Program facilitated by SAISD providers (Boys and Girls Club, Greater San Antonio After School All Stars, and YMCA) on 36 SAISD campuses.
- Utilizes Extended Day program staff, hired by provider organizations (Boys and Girls Club, Greater San Antonio After School All Stars, and YMCA), to serve as *i play!* coaches.
- Provides an early-stage opportunity for students to participate in skilled-base sports instruction through 5, organized sports development units.
- Program incorporates character education and nutrition education.
- Provides both students and parents with a clear pathway for continuing development in sports that they enjoy.
- Operates December through May.
- Targets 3rd, 4th, and 5th grade students.

SAN ANTONIO SPORTS COMMITMENT

- Will work closely with SAISD contracted Extended Day Program providers; Boys and Girls Club, Greater San Antonio After School All Stars, and YMCA to implement *i play! afterschool* within the SAISD Extended Day program.
- Will follow guidelines set forth in the SAISD School Opening and Instructional Continuity Plan
- Will provide coaches training for 5 sports.
- Will provide sports equipment for each sport unit. Equipment will be provided so that each child has their own and sharing is not required.
- Will provide an extra stipend (\$825) for each *i play!* coach identified and hired by the Extended Day Program provider at each campus.
- Will supply a user friendly sports curriculum, nutrition curriculum, character education curriculum, and Developmental Relationships curriculum to coaches for implementation.
- Will communicate with district PE Coordinators, district staff, afterschool providers, *i play!* coach, Extended Day Program Coordinators, and parents while posting schedules and all important information on the SAS website.
- Will provide parents with information about other sport opportunities in the community.
- Will provide clothing incentives for participants.
- Will provide all information that goes out to students and parents in both English and Spanish with a district logo.
- Will collect all data needed as grant deliverable.

SCHOOL DISTRICT COMMITMENT

- Will assist the Extended Day program providers (Boys and Girls Club, Greater San Antonio After School All Stars, and YMCA) with hiring of a qualified and designated *i play!* coach.
- Will allow use of facilities at each of the SAS *i play! afterschool* sites consistent with District policies and Administrative procedures.
- Will provide a copy of the curriculum already being used in the District in physical education, nutrition, and character education.
- Will support the program by keeping communication open between staff administration, parents, and providers.
- Will assure that San Antonio Sports has access to data needed, such as Average Daily Attendance (ADA), Grade Point Averages (GPA), to ensuring accurate reporting.
- Will conduct and oversee all data collection, including average daily attendance (ADA) and grade point average (GPA) of the entire school comparing students in the program with the total school population.
- Will enter each student's application information into a database to track future participation in middle and high school sports.



JOB TITLE: *i play!* coach

I PLAY! COACH RESPONSIBILITIES:

- Responsible for recruiting 12 participants from Extended Day Program and maintaining 12 participants throughout the year
- Required to commit one hour for instruction and practice
- Must attend coach orientation and all sports trainings (6 total sessions) and if cannot attend send a representative
- Take roll daily and communicate with parents regarding child's absences from practice. 3 unexcused absences may warrant moving up the next child from the waiting list
- Responsible for incorporating nutrition and core values into everyday practices
- Must be a person of good character and have successfully passed mandatory background check through after school provider.
- Must have sports training (i.e. PE instructor, assistant PE instructor, former college athlete, etc.) and be able to work outdoors
- Responsible for distributing clothing and materials provided by San Antonio Sports only to children enrolled in the program at the time of distribution
- Responsible for securing and returning equipment as necessary
- Responsible for maintaining effective communication with parents
- Responsible for completing a sports assessment (pre/post-test) for each sports unit, a nutrition and physical activity assessment (pre/post test), and a program assessment survey at the end of the school year
- Assist San Antonio Sports and PE coordinator with data collection by providing up to date team rosters
- Collect other data as needed in collaboration with PE coordinator and other relevant district representatives

STIPEND:

- The *i play!* coach will coach 5, five-week organized sports development units and will be compensated for \$75 for orientation and \$150 per sport unit, totaling \$825 over and above the after school program salary. Payment increments will be disbursed at the conclusion of each sport unit.



EXHIBIT B

SAN ANTONIO SPORTS COMMITMENT

- Will produce and distribute logs to Physical Education Coordinators in a timely manner.
- Will provide an online option for students to participate virtually.
- Will present to District PE staff at a district in-service prior to the start of the program.
- Will communicate with District Physical Education Coordinators and PE teachers.

SAN ANTONIO ISD COMMITMENT

- Will provide San Antonio Sports with elementary student enrollment numbers.
- Will distribute logbooks or digital information to all elementary schools in a timely manner.
- Will forward all communications from SAS to PE teachers.
- Will permit and encourage PE teachers to show brief Go!Kids Challenge video and read Go!Kids Challenge PSA announcements to student body.
- Will provide SAS with numbers of students that completed the program.
- Will post program events on district website.



EXHIBIT C

I. OBLIGATIONS OF SAISD

- A. Provide access to a designated SAISD school facility for a total of 12 FFC public events – one per week beginning May 10 through August 6, 2021, excluding the week of July 4 – July 9, 2021 for a period of two (2) hours per event. Facility must have access to restrooms, be air conditioned and must include two separate areas to accommodate adult fitness class and youth Kid Fit class;
- B. Provide SAS with the dates, times and designated location(s) for the FFC events by April 1, 2021;
- C. Distribute the FFC program information card, provided by SAS, to each elementary school within the district and use best efforts to send information digitally or by other means determined by SAISD to middle & high schools within the district by May 8, 2021. The district agrees to notify San Antonio Sports by email the day following distribution of all materials
- D. Based on availability, provide marketing support through SAISD communications including Robocalls, school marquees, website and social media;

II. OBLIGATIONS OF SAS

- A. Provide ongoing support to SAISD to ensure the successful implementation of FFC and encourage attendees to participate in similar programs provided during the school year;
- B. Provide financial assistance for school district facility administrative costs (i.e., utilities, security, and/or janitorial fees) in the amount of \$1,000 to be paid in May 2021 prior to program start (pending receipt of signed Memorandum of Understanding);
- C. Provide water for weekly FFC fitness events;

- D. Provide an incentive program that rewards participants for frequency of attendance at events, participating in health screenings (heart rate, blood pressure, glucose testing) and post program measurements and health screenings;
- E. Provide trainers/instructors for adults and kids participating in weekly events;
- F. Provide participants with FFC training logs, program information and access to the educational website;
- G. Secure a release form from participants for the use of their stories, measurable outcomes and any other related matters that may be used for media coverage or testimonials for the FFC program;

Fit Family Challenge program operates May 10, 2021 – August 6, 2021.

If modifications are necessary to complete this agreement, they will be added to this MOU by mutual consent of all parties involved.



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

Department:	Health & Physical Education
Board Meeting Date:	March 1, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) between SAISD and San Antonio Sports
Presenter:	Kendra Doyle, Exec. Dir., Curriculum, Instruction & Assessment
Cost:	\$0.00

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
19,229	100	60	\$0	\$0	\$0

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p>	<p>The San Antonio Sports MOU is a renewal to continue community partnerships that improve the nutrition and physical activity of our students. The renewal reflects changes made in response to the pandemic by instructing in a virtual and in person platforms through high quality instructional videos.</p> <p>San Antonio Sports is a community partner that includes i play! afterschool program, Go Kids Challenge during Physical Education classes, and summer Fit Family Challenge. These different programs provide our students and community with various opportunities to increase wellness. The i play! afterschool program provides its participants skill-based instruction in five sports while building confidence and self-esteem and teaching the importance of healthy habits, self-discipline, social skills, teamwork, and sportsmanship. The Go Kids Challenge! challenges our students to self-assess their personal wellness activity. Students log in their consumption of fruit, vegetables, and activity times daily. Finally, our summer Fit Family Challenges are free, weekly fitness events at eight locations throughout the city that includes Zumba® for adults and teens, and fitness classes for children four to 12 years of age.</p>
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Nutrition & Physical Activity

The percentage increase in students who reported 5+ times per week when asked: “How many days per week did you do the following?”

- Eat Fruits: 44% increase
- Eat Vegetables: 40% increase
- Active 1+hour/day: 10%

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) Between SAISD and the Bexar County Adult Detention Center (BCADC)

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzman, Deputy Superintendent

PRESENTER: Gerard Cortez, Assistant Superintendent, Disability and Learning Support Services

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and the Bexar County Adult Detention Center (BCADC). The MOU outlines how special education services are to be delivered to eligible students at BCADC. This includes, but is not limited to, obligations under Individuals with Disabilities Education Improvement Act (IDEA) regarding Child Find, assessment, identification, instructional and related services.

The Texas Education Agency (TEA) mandated that SAISD work diligently with the Bexar County Adult Detention Center to include the following:

1. Upon entry into the BCADC, they will attempt to determine where students through the age of 21 most recently attended school and will attempt to determine whether the student previously received special education services.
2. The Bexar County Adult Detention Center will provide this information to the Local Education Agency (LEA) at least once per month.
3. The BCADC and the LEA will communicate at least once per month to discuss needed or possible referrals for a special education evaluation.
4. The BCADC will make room and resources available for applicable students to receive their requisite special education services.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the Memorandum of Understanding (MOU) between SAISD and the Bexar County Adult Detention Center.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2020 - 2021 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.

STATE OF TEXAS

§
§
§
§

MEMORANDUM OF
UNDERSTANDING REGARDING
SPECIAL EDUCATION
SERVICES

COUNTY OF BEXAR

This Memorandum of Understanding is between BEXAR COUNTY, a political subdivision of the State of Texas, acting through its Bexar County Sheriff's Office ("BCSO"), an office department of the County (collectively "the County") and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, acting through its Special Education Department (collectively "SAISD"). The County and SAISD may be referred to in this Contract individually as a "Party" and collectively as the "Parties."

INTRODUCTION

- A. 34 CFR § 300.101 requires provision of a free appropriate public education to all children residing in the State between the ages of 3 and 21. This includes students with disabilities who, in the last educational placement prior to their incarceration in an adult correctional facility were identified as being a child with a disability under 34 CFR §300.8.
- B. All inmates in the Bexar County Jail are offered educational services by SAISD pursuant to an Interlocal Cooperative Contract for Educational Services between the entities; however, those educational opportunities are optional and not all inmates take part in the educational opportunities.
- C. The purpose of this Memorandum of Understanding is to outline the process by which SAISD can fulfill its obligation under federal law, 34 CFR § 300.101, which requires identification of all inmates who in the last educational placement prior to their incarceration in an adult correctional facility were identified as being a child with a disability under 34 CFR §300.8. For purposes of this MOU, these individuals will be referred to as "eligible inmates." In addition to identifying all eligible inmates for purposes of offering special education and related services, SAISD is also obligated to identify incarcerated individuals who have not yet reached the age of 18 and who are suspected of having a disability for the purpose of evaluating them to determine if they are eligible for special education services.

IDENTIFICATION OF ELIGIBLE INMATES/CHILD FIND:

- A. The Bexar County Jail agrees to add the following question to its intake process for inmates aged 17-22: **Are you currently enrolled in school and/or what was the last school (or school system) that you recall attending?**
- B. Bexar County Jail will provide a list of all inmates who are under the age of 22 to SAISD on a weekly/bi-weekly basis. The list will contain the answer to the question posed above. In the event that Bexar County Jail is able to ask additional questions/glean additional information regarding a potentially eligible inmate's previous receipt of special education

services, that information will also be forwarded with the list. The lack of any information will be supplemental and will not delay the weekly/bi-weekly list being provided.

- C. SAISD will cross-reference the name of all eligible or potentially eligible students with its PEIMS system to determine if the inmate attended SAISD and whether they were identified as being a child with a disability under 34 CFR § 300.101 prior to their incarceration as an adult.
- D. In the event that it is determined that an eligible or potentially eligible student did not attend SAISD, SAISD will attempt to determine the last known school system that the student attended and will send a records request to the last known school system where an eligible inmate or potentially eligible inmate last attended. Bexar County Jail will assist SAISD in seeking this information.
- E. In the event that consent is necessary in order for the previous school system to forward student records to SAISD, SAISD will seek to acquire prior written consent from the inmate with the assistance of Bexar County Jail. In the event that an MOU between local school systems will assist in streamlining this process and avoid a delay in student record acquisition, SAISD will make efforts to create such an MOU.
- F. SAISD will review student records to determine whether the identified inmate is eligible for special education and related services in accordance with 34 CFR § 300.101.
- G. The Bexar County Jail and the LEA will communicate at least once per month to discuss the following:
 - 1. Any new updates regarding information related to eligible inmates or potentially eligible inmates as well as any needed or possible referrals for a special education evaluation. Information discussed will include any specific information received from an inmate to indicate that s/he may be an eligible inmate as well as additional information gleaned from the inmate regarding the last school or school system attended.
 - 2. SAISD will share information that it has received from any school/school system where an eligible inmate has previously attended as well as any concerns regarding accessing records. The purpose of sharing this information is to work together to acquire necessary written consent for evaluations and/or records sharing; plan for any necessary IEP meetings or evaluations, and make individualized plans for the provision of education as determined appropriate by the eligible inmate's IEP team. SAISD will invite a representative from the Bexar County Jail to participate in any IEP team meeting. Such participation can be in person or via the provision of written or verbal information that may be helpful to the ARD Committee in decision-making.

PROVISION OF SERVICES:

- A. In the event that student records for an eligible inmate indicate that special education services are necessary, SAISD will convene an IEP Team to ensure that the IEP is implemented if the eligible inmate elects to participate in educational services/programs offered by the Bexar County Jail.
- B. SAISD will coordinate with the Bexar County Jail to provide Notice of the ARD Committee meeting as well as Prior Written Notice to the eligible inmate, where appropriate.
- C. In the event that student records for an eligible inmate indicate that a special education evaluation is necessary, SAISD will coordinate with the Bexar County Jail to acquire consent for evaluation or re-evaluation as well as to conduct the evaluation in a manner that complies with all protocols in place within the Bexar County Jail.
- D. The Bexar County Jail will make room and resources available for applicable inmates to receive their requisite special education in accordance with protocols that apply to the particular inmate.

COORDINATION OF SERVICES

This MOU does not contemplate Bexar County Jail performing any of the work that SAISD is required to perform in accordance with IDEA. The required assistance contemplated by this MOU involves information gathering for SAISD, communication with SAISD regarding the information gathered, and assistance in providing access to eligible inmates so that SAISD can conduct evaluations and provide special education and related services.

CONTACTS:

SAISD:

Kristen E. Williams, Ph.D.
Executive Director for Disability Services
San Antonio Independent School District
Kwilliams12@saisd.net

BEXAR COUNTY JAIL:

Roger Flores
Services and Program Supervisor
Bexar County Sheriff's Office
roger.flores@bexar.org

BEXAR COUNTY SHERIFF'S OFFICE:

Sheriff Javier Salazar

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT:

Superintendent Pedro Martinez



BOARD AGENDA CLARIFICATIONS

Provide this information for Academic Board Agenda Items involving a MOU.

Department:	Office of Disability and Learning Support Services
Board Meeting Date:	March 1, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and the Bexar County Adult Detention Center (BCADC)
Presenter:	Gerard Cortez, Assistant Superintendent
Cost:	Overall cost is dependent upon actual services identified via student IEPs. Currently, the potential funding source is 215 Federal funds or State Compensatory Education funds. We are in the process of researching allowable costs and expenditures under existing funding sources.

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
137 student inmates receiving special education services identified through self-reporting or from last enrolled campus (as of December 2020).	Undetermined for now... It is anticipated that services will be provided on an itinerant basis based on actual student enrollment and needs identified by students' IEPs.	1 (Bexar County Adult Detention Center)	Yearly funds for each student total approximately \$9000.00 (State funds) and \$2000.00 (Federal funds)	Services may be provided by existing itinerant personnel. However, the actual cost will depend on actual services identified in individual student IEPs.	Contingent upon actual services specified in student IEPs.

HISTORICAL DATA

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

Questions to consider:

Is this a renewal?

What data supports this renewal?

Is this an expansion of the program? If so, why?

We are required under the Individuals with Disabilities Education Act (IDEA) to address the special education needs of individuals who are 17-22 years of age and incarcerated at the Bexar County Adult Detention Center (BCADC). No such MOU previously existed. TEA has directed the district to develop an MOU that will ensure inmates at the BCADC, who are eligible to receive special education services, are appropriately identified, evaluated, and provided these services.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Ratification for Purchase of Frontline Time Clocks, as Part of the Enterprise Resource Planning (ERP) Implementation

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Kenneth J. Thompson, Ed.D., Chief Information Technology Officer, Technology

PRESENTER: Kenneth J. Thompson

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the ratification of the purchase of new time clocks as part of the new Frontline ERP implementation. These time clocks will be fully integrated with the Frontline system, allowing to streamline and improve operational processes to ensure efficiency and effectiveness in the District's daily time and attendance operations.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the ratification of purchase of Frontline time clocks as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

- Funding Source: 671-53-6399-65-950-1-99-H50
- Total Equipment Cost: \$294,492.00

IV. 2020 - 2021 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.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Temporary and Permanent Easements to City of San Antonio/San Antonio Water System (SAWS) at Brackenridge High School

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Willie Burroughs, Chief Operations Officer

PRESENTER: Kamal ElHabr, Associate Superintendent, Construction & Development Services

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the temporary and permanent easements at Brackenridge High School to the City of San Antonio for the benefit of SAWS.

SAWS is planning to replace an existing underground 39-inch sewer line running between Eagleland and S. St. Mary's, along a 20 ft. wide easement through the tennis courts, softball and baseball fields, and in between athletic facilities (Attachment "A"). Brackenridge's facilities master plan calls for construction of athletic and fine art facilities along this existing SAWS easement. Such permanent buildings cannot be constructed on such easements. SAWS has proposed constructing a new sewer line along Eagleland and S. St. Mary's before they can abandon the existing easement. The new alignment requires expanding existing easements into SAISD property (Attachment "B").

The proposed permanent easement along Eagleland and S. St. Mary's is 20 ft. wide which extends 9 ft. beyond the building setback line. Also, to facilitate the installation of the new sewer line, SAWS is requesting a temporary construction easement that is 36 ft. wide into Brackenridge's property. Upon completion of this project, the existing easement along the back of the campus will be abandoned allowing the proposed construction of Bond 2020 improvements.

SAWS's current schedule calls for construction period between June 2021 and July 2022 to meet EPA Consent Decree due to the conditions of existing pipes. All construction activities will be coordinated with school operations and construction activities. SAWS will be responsible for restoring grounds, sidewalks, and asphalt to its original condition after completion. At critical areas, such as the main campus entrance and near the football field, SAWS would use the underground boring method to install the new pipe instead of an open cut reducing interruption to the campus. It is expected that few trees will be lost (Attachment "C"). SAWS will be responsible for compliance with the City's Tree Ordinance involving tree replacement or other mitigation methods.

Exhibits, and easement plat map and associated field notes are attached.

II. RECOMMENDATIONS AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve, subject to SAWS abandoning a 20-ft. sewer easement at the rear of Brackenridge High School (as shown on Attachment "A"), said temporary and permanent easements to the City of San Antonio for the benefit of San Antonio Water System (SAWS), and further that the Superintendent of Schools, Pedro Martinez, is hereby authorized to execute said easements.

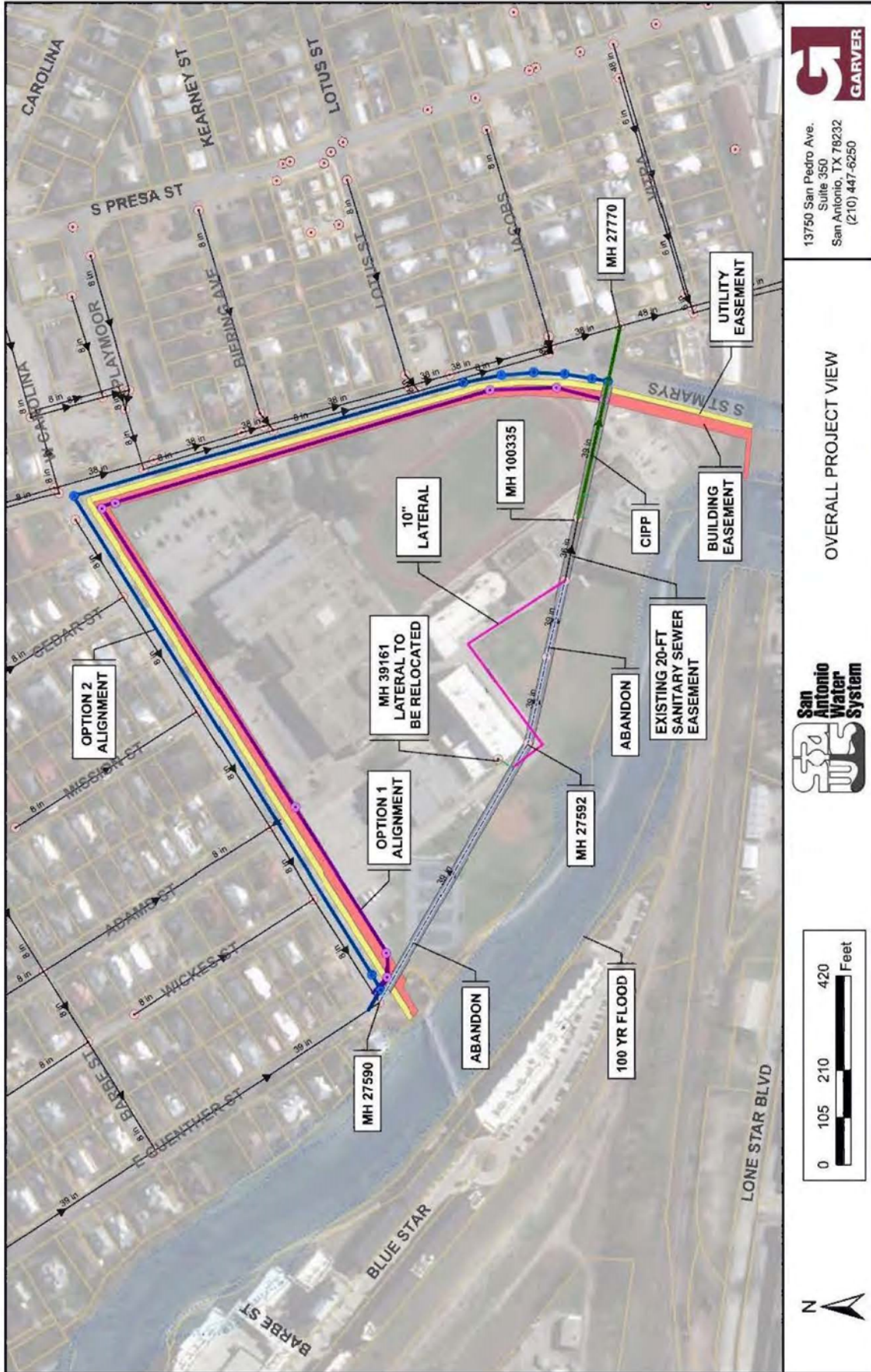
III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

II. 2020-2021 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.

Attachment "A"

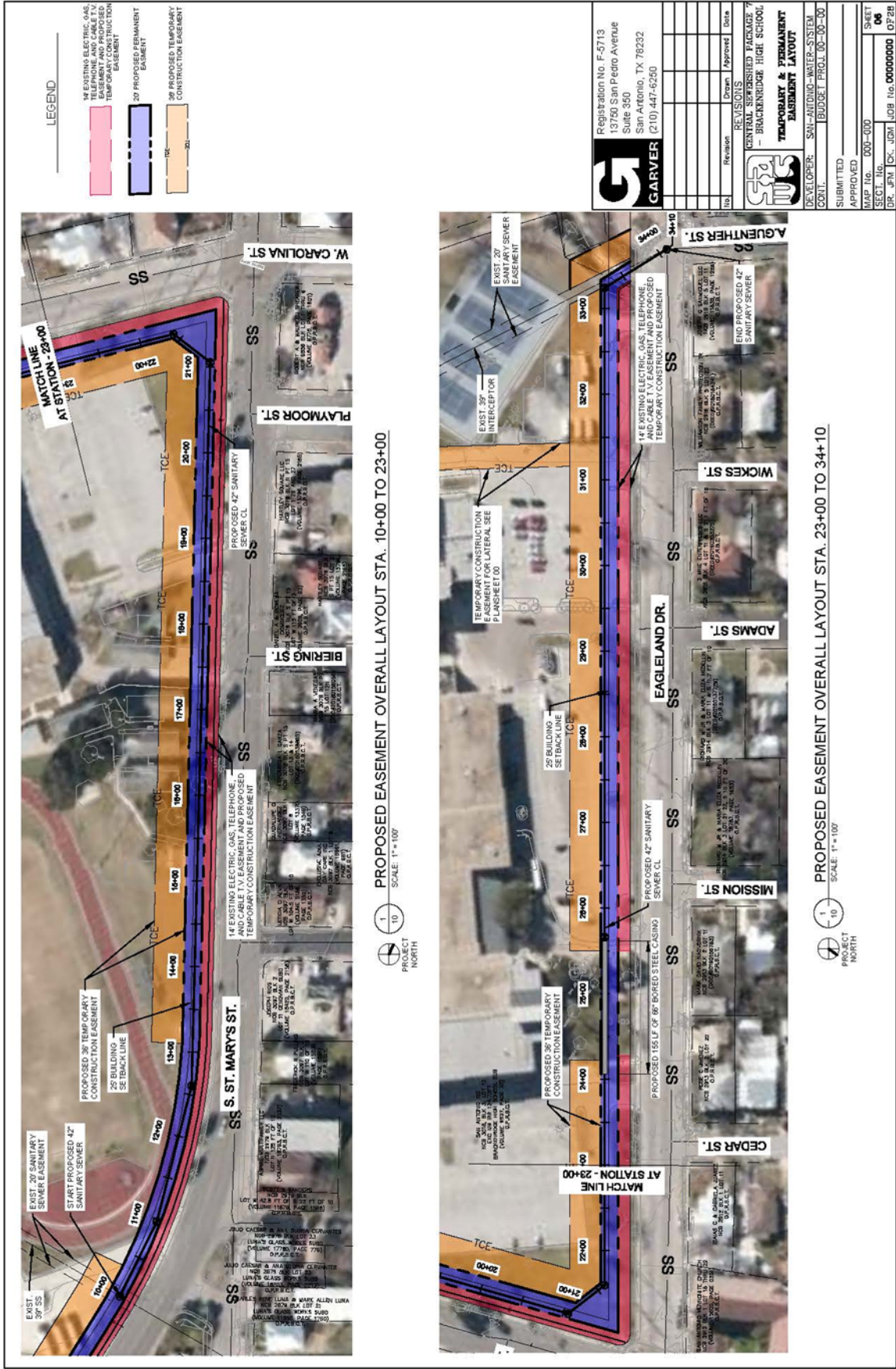


13750 San Pedro Ave.
Suite 350
San Antonio, TX 78232
(210) 447-6250

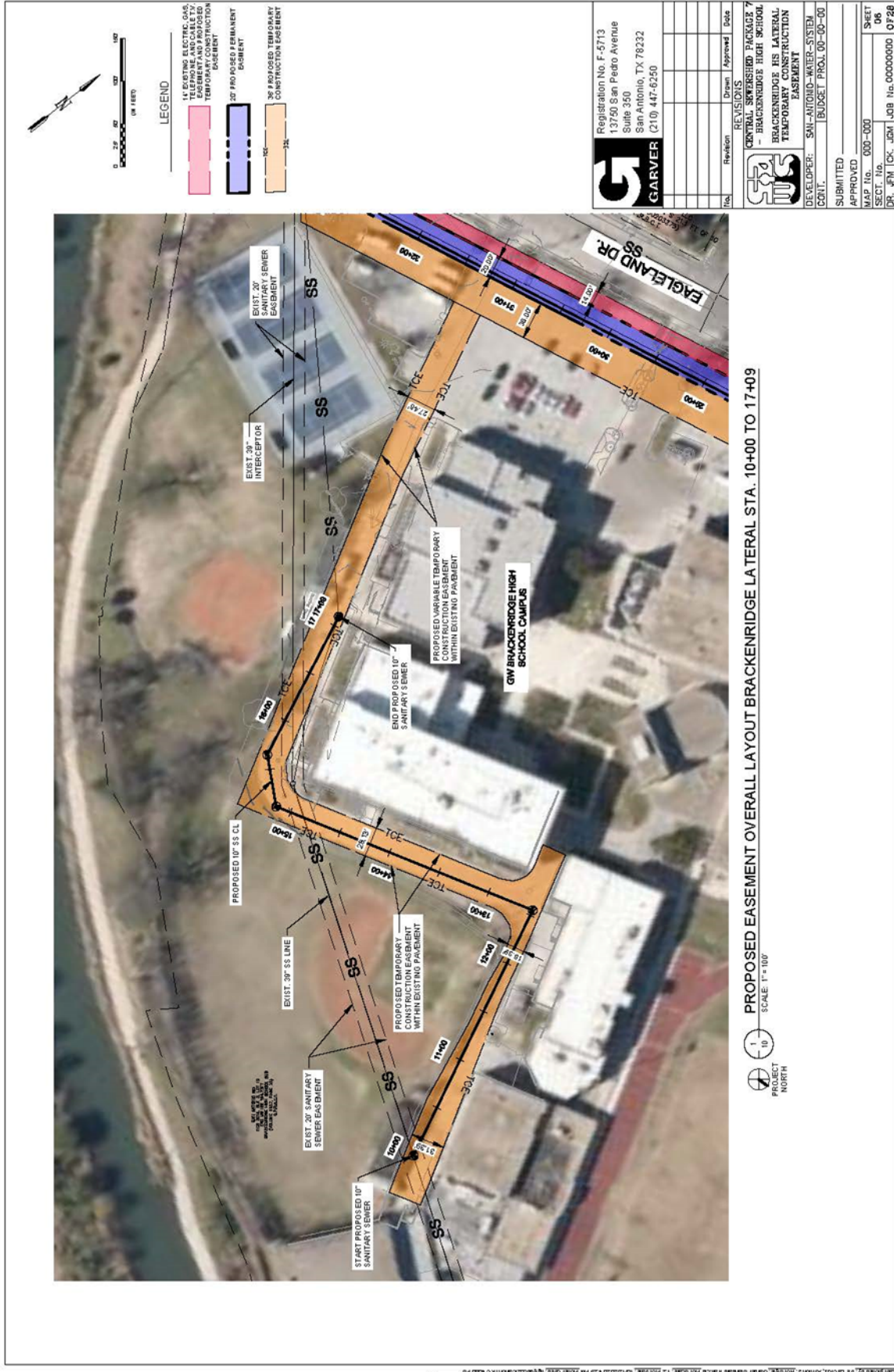


OVERALL PROJECT VIEW

Attachment "B" – Page 1



Attachment "B" – Page 2



LEGEND

	14" EXISTING ELECTRIC, GAS, TELEPHONE AND CABLE TV CONDUIT AND UTILITY TRENCHES TO BE REMOVED FOR TEMPORARY CONSTRUCTION EASEMENT
	30" PROPOSED PERMANENT EASEMENT
	36" PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Registration No. F-5713
 13750 San Pedro Avenue
 Suite 350
 San Antonio, TX 78232
 (210) 447-6250

No.	Revision	Drawn	Approved	Date

REVISIONS CENTRAL SUPERSEDER PROJECT 7 BRACKENRIDGE HIGH SCHOOL BRACKENRIDGE HS LATERAL TEMPORARY CONSTRUCTION EASEMENT
DEVELOPER: SAN ANTONIO WATER SYSTEM CONIT: BUDGET PROJ. 09-00-00
SUBMITTED APPROVED MAP No. 000-000 SECT. No. 06 DR. JFM JCM JOB No. 000000000 0728

PROPOSED EASEMENT OVERALL LAYOUT BRACKENRIDGE LATERAL STA. 10+00 TO 17+09
 SCALE: 1" = 100'



THE INFORMATION ON THIS PLAN IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY DATA PROVIDED TO GARVER BY THE CLIENT. GARVER HAS CONDUCTED VISUAL VERIFICATION OF THE INFORMATION PROVIDED AND HAS FOUND IT TO BE REASONABLY ACCURATE. GARVER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED OR THE RESULTS OF THE SURVEY. GARVER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

Attachment "C"



Registration No. F-5713
13750 San Pedro Avenue
Suite 350
San Antonio, TX 78232
(210) 447-0290

GARVER

No.	Revision	By	Checked	Approved	Date

REVISIONS: 01 - BRACKENRIDGE HIGH SCHOOL TREE SURVEY PLAN LOCATION SHEET

DEVELOPER: SAN-ANTONIO-WATER-SYSTEM
CONTRACT: BUDGET PROJ. 00-00-00

SUBMITTED: _____
APPROVED: _____

MAP No. 000-000
SHEET No. 06
JOB No. 00000000 (0728)

THE L:\01\1912\17-00 - SANV 2019 8207P Package 27\DWG\PROJECT\CONCEPT\DWG\19-00-000 - TREE PROTECTION PLAN.dwg LAST PLOT: 13/12/2020 1:34 PM PLOT FILE: 19-00-000-06.dwg

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

PERMANENT EASEMENT – SEWER

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BEXAR §

THAT, **SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "Grantor", whether one or more, for and in consideration in the amount of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to Grantor in hand paid by the **SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES**, Bexar County, Texas, has given, granted, sold, conveyed, and dedicated, and by these presents, does give, grant, sell, convey, and dedicate unto the **CITY OF SAN ANTONIO**, a Texas Municipal Corporation for the use, benefit and control of the said **SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES**, herein referred to as "Grantee", as such and their successors in office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 75686, adopted at a regular meeting of said council, April 30, 1992, and subject to the terms and provisions of said ordinance, an easement to construct, reconstruct, realign, inspect, patrol, maintain, operate, repair, add, remove and replace sewer lines and facilities, and appurtenances thereto, in, on, over and through the lands located in Bexar County, Texas as follows:

Being A 1.131 acre tract of land (49,287 sq. ft.), in the City of San Antonio, Bexar County, Texas, out of Lot 13, Block 3 as shown on plat of the Brackenridge High School Subdivision, as recorded in Volume 9527, Page 32 of the Deed and Plat Records of Bexar County, Texas, for a 20 foot wide permanent sanitary sewer easement, and being more particularly described and depicted in Exhibits "A" and "B" attached hereto and made a part hereof;

For the purpose of using said Easement Area for any and all things necessary for the construction, reconstruction, realignment, inspection, patrol, maintenance, operation, repair, addition, removal and/or replacement of the lines, facilities and appurtenances to be placed within the above described permanent Easement Area. The Grantee expressly agrees that it will remove from said land all surplus material and will, except for the presence of any at-grade and above ground facilities and appurtenances constructed by Grantee, cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements.

Together with the right of ingress and egress over said Easement Area and over Grantor's adjoining lands for the purpose of constructing, reconstructing, realigning inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Easement Area; the right to

remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercise of all other rights hereby granted; and Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that (i) no building or structure of any kind will be placed on said Easement Area and that removal of any building or structure placed on said Easement Area shall be at Grantor expense and (ii) Grantor will not change, or cause to be changed, the grade of the Easement Area, by fill or excavation, by more than two (2) feet without the prior written consent of Grantee, and that the removal and/or correction of such grade change made without Grantee's consent shall be at Grantor expense.

The Easement Area is conveyed to Grantee in "AS IS, WHERE IS" condition, with all faults. All warranties, except the warranty expressed in this Permanent Easement, are disclaimed.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until the use of said easement shall be abandoned.

To the extent permitted by Texas law, Grantor does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Signature on following page

EXECUTED effective this _____ day of _____, 2021.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____
Pedro Martinez, Superintendent

STATE OF TEXAS §
COUNTY OF _____§

This instrument was acknowledged before me on this _____ day of _____, 2021, by Pedro Martinez, the Superintendent of San Antonio Independent School District, on behalf of said school district.

(SEAL)

Notary Public in and for the state of _____
My Commission Expires: _____

[Seal]

Exhibit "A"

FIELD NOTES

**For 1.131 Acres (49,287 Square Feet)
(20 Foot Permanent Sewer Easement)**

BEING A 1.131 ACRES OF LAND (49,287 SQ. FT.), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF LOT 13, BLOCK 3 AS SHOWN ON PLAT OF THE BRACKENRIDGE HIGH SCHOOL SUBDIVISION, AS RECORDED IN VOLUME 9527, PAGE 32 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR A 20 FOOT WIDE PERMANENT SANITARY SEWER EASEMENT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with Pape Dawson cap at the south corner of a 28.6 foot R.O.W. dedication for Eagleland Drive, a (74 foot R.O.W.) as shown on said plat of the Brackenridge High School Subdivision;

THENCE S58°02'50"W a distance of 1030.66 feet, with the apparent south R.O.W. line of Eagleland Drive to the POINT OF BEGINNING;

THENCE S63°49'02"E a distance of 16.48 feet, departing said R.O.W. and over and across said Lot 13 and an existing 14 foot Permanent Gas, Electric, Telephone and CATV Easement as recorded in the said plat of the Brackenridge High School Subdivision, to the point of intersection with the south line of said 14 foot easement;

THENCE N58°01'15"E a distance of 1,218.42 feet, continuing along the south line of said existing 14 foot Permanent Gas, Electric, Telephone and CATV Easement to a point;

THENCE S16°10'54"E a distance of 824.52 feet, continuing along the west line of said existing 14 foot Permanent Gas, Electric, Telephone and CATV Easement to a point of curvature;

THENCE continuing along said existing 14 foot Permanent Gas, Electric, Telephone and CATV Easement, with a curve to the right having a radius of 701.36 feet, **a central angle of 30° 30' 19", a chord that bears S00°55'45"E a distance of 369.02 feet and an arc length of 373.42 feet, to a point of tangency;**

THENCE S14°19'24"W a distance of 22.50 feet, with the west line of said existing 14 foot Permanent Gas, Electric, Telephone and CATV Easement, to the southeast corner of this easement;

THENCE N75°40'36"W a distance of 20.0 feet, departing said existing 14 foot easement and across said Lot 13 to a the southwest corner of this easement;

Project Name: Central Sewershed Package 7 –

Brackenridge High School

Parcel No.: P21-012

THENCE N14°19'24"E a distance of 22.50 feet, across said Lot 13, to a point of curvature;

THENCE with a curve to the left having a radius of **681.36 feet**, a **central angle of 30° 30' 19"**, a **chord that bears N00°55'45"W** a distance of 358.50 feet and an arc length of 362.77 feet, to a point of tangency;

THENCE N16°10'54"W a distance of 767.20 feet, to a point;

THENCE N69°53'55"W a distance of 37.66 feet, to a point;

THENCE S58°01'15"W a distance of 1,171.55 feet, to a point;

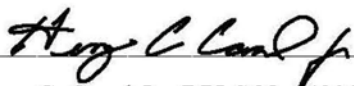
THENCE N63°49'02"W a distance of 40.02 feet, to a point on, the north line of said Lot 13 and South R.O.W. of Eagleland Drive, to the west corner of this easement;

THENCE N58°01'15"E a distance of 23.54 feet, along the north line of said Lot 13, Block 3 and south line of Eagleland Drive, to the POINT OF BEGINNING and containing 1.1315 acres of land in the City of San Antonio, Bexar County, Texas.

NOTES: Bearings are based on NAD83(2011) Texas State Plane Coordinate System, South Central Zone.

A survey plat of even date was provided herewith.

Date surveyed: 12/7/2020



Henry C. Casal Jr., RPLS No. 4905

AG3 Group, LP
4800 Fredericksburg Rd. Suite 200SL
San Antonio, TX 78229
Ph. 210-208-9400 website: ag3-group.com
TBPLS Firm No. 10194622



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT - SEWER

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF BEXAR §

THAT, **SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "**GRANTOR**", for and in consideration in the amount of TEN DOLLARS (\$10.00), and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, to GRANTOR in hand paid by the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, Bexar County, Texas, has GIVEN, GRANTED, SOLD, CONVEYED, and DEDICATED, and by these presents, does GIVE, GRANT, SELL, CONVEY, and DEDICATE unto the **CITY OF SAN ANTONIO**, a Municipal Corporation for the use, benefit and control of the said SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, herein referred to as "Grantee", as such and their successors in office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 75686, adopted at a regular meeting of said council, April 30, 1992 and subject to the terms and provisions of said ordinance, an easement over, across and upon the following described lands, for construction, storage and staging of materials and/or equipment for installation of sewer lines, facilities and appurtenances thereto:

Being A 0.0426 of an acre tract of land (1,858 sq. ft.), in the City of San Antonio, Bexar County, Texas, out of Lot 13, Block 3 as shown on plat of the Brackenridge High School Subdivision, as recorded in Volume 9527, Page 32 of the Deed and Plat Records of Bexar County, Texas, for a variable width temporary sanitary sewer construction easement, and being more particularly described and depicted in Exhibits "A" and "B" attached hereto and made a part hereof;

Being A 0.0672 of an acre tract of land (2,929 sq. ft.), in the City of San Antonio, Bexar County, Texas, out of Lot 13, Block 3 as shown on plat of the Brackenridge High School Subdivision, as recorded in Volume 9527, Page 32 of the Deed and Plat Records of Bexar County, Texas, for a 36 foot wide temporary sanitary sewer construction easement, and being more particularly described and depicted in Exhibits "C" and "D" attached hereto and made a part hereof;

Being A 0.2496 of an acre tract of land (10,872 sq. ft.), in the City of San Antonio, Bexar County, Texas, out of Lot 13, Block 3 as shown on plat of the Brackenridge High School Subdivision, as recorded in Volume 9527, Page 32 of the Deed and Plat Records of Bexar County, Texas, for a 14 foot wide temporary sanitary sewer

construction easement, and being more particularly described and depicted in Exhibits "E" and "F" attached hereto and made a part hereof;

Being A 0.5022 of an acre tract of land (21,877 sq. ft.), in the City of San Antonio, Bexar County, Texas, out of Lot 13, Block 3 as shown on plat of the Brackenridge High School Subdivision, as recorded in Volume 9527, Page 32 of the Deed and Plat Records of Bexar County, Texas, for a 14 foot wide temporary sanitary sewer construction easement, and being more particularly described and depicted in Exhibits "G" and "H" attached hereto and made a part hereof;

Being A 0.8782 of an acre tract of land (38,255 sq. ft.), in the City of San Antonio, Bexar County, Texas, out of Lot 13, Block 3 as shown on plat of the Brackenridge High School Subdivision, as recorded in Volume 9527, Page 32 of the Deed and Plat Records of Bexar County, Texas, for a 36 foot wide temporary sanitary sewer construction easement, and being more particularly described and depicted in Exhibits "I" and "J" attached hereto and made a part hereof;

Being A 1.342 of an acre tract of land (58,457 sq. ft.), in the City of San Antonio, Bexar County, Texas, out of Lot 13, Block 3 as shown on plat of the Brackenridge High School Subdivision, as recorded in Volume 9527, Page 32 of the Deed and Plat Records of Bexar County, Texas, for a variable width temporary sanitary sewer construction easement, and being more particularly described and depicted in Exhibits "K" and "L" attached hereto and made a part hereof;

For the purpose of using the said temporary construction easement area for any and all things necessary for the construction of the aforesaid sewer lines, facilities and appurtenances. In further consideration of this grant, said GRANTEE expressly agrees that it will remove from said land all surplus material and will cause said land to be left as nearly as possible in its condition as it existed prior to the construction of said improvements. The temporary construction easement shall expire at the completion of construction of the aforesaid improvements, demobilization and restoration work.

Together with the right of ingress and egress over said temporary construction easement area; and GRANTOR expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that, during the term of this temporary construction easement, no building or other obstruction of any kind will be placed by or for GRANTOR or its legal representatives, successors and/or assigns, within said temporary construction easement area.

Said temporary construction easement area is conveyed to Grantee in "AS IS, WHERE IS" condition, with all faults. All warranties, except the warranty expressed in this Temporary Construction Easement, are disclaimed.

TO HAVE AND TO HOLD the above described easement and rights unto the said GRANTEE, its successors and assigns, until the expiration of this temporary construction easement according to its terms.

Project: Central Sewershed Package 7 –
Brackenridge High School
Parcel: P21-012T

To the extent permitted by Texas law, GRANTOR does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

Signature on following page

EXECUTED effective this _____ day of _____, 2021.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____
Pedro Martinez, Superintendent

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Pedro Martinez, the Superintendent of San Antonio Independent School District, on behalf of said school district.

(SEAL)

Notary Public in and for the state of _____
My Commission Expires: _____

[Seal]

Exhibit "A"

FIELD NOTES

For a 0.0426 Acre (1,858 Square Feet)

(Variable Width Temporary Sanitary Sewer Construction Easement)

BEING A 0.0426 OF AN ACRE OF LAND (1,858 SQ. FT.), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF LOT 13, BLOCK 3 AS SHOWN ON PLAT OF THE BRACKENRIDGE HIGH SCHOOL SUBDIVISION, AS RECORDED IN VOLUME 9527, PAGE 32 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR A VARIABLE WIDTH TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with Pape Dawson cap at the south corner of a 28.6 foot R.O.W. dedication for Eagleland Drive, a (74 foot R.O.W.) as shown on said plat of the Brackenridge High School Subdivision;

THENCE S58°02'48"W a distance of 1058.89 feet, with the apparent south R.O.W. line of Eagleland Drive to the southwest corner of an existing 20 foot Sanitary Sewer Easement as shown on said plat of the Brackenridge High School Subdivision and the POINT OF BEGINNING;

THENCE S59°04'00"E a distance of 78.62 feet, over and across said Lot 13 and the existing 14 foot Permanent Gas, Electric, Telephone and CATV Easement as recorded on said plat of the Brackenridge High School Subdivision and along the south line of said 20 foot Sanitary Sewer Easement, to the east corner of this easement;

THENCE S58°01'15"W a distance of 29.78 feet, over and across said Lot 13 to the south corner of this easement;

THENCE N54°41'54"W a distance of 75.89 feet, over and across said Lot 13, to the point of intersection with the south right of way line of Eagleland Drive for the west corner of this easement;

THENCE N58°01'15"E a distance of 23.29 feet, with the south R.O.W. line of Eagleland Drive to the POINT OF BEGINNING and containing 0.0426 of an acre of land in the City of San Antonio, Bexar County, Texas.

NOTES: Bearings are based on NAD83(2011) Texas State Plane Coordinate System, South Central Zone. A survey plat of even date was provided herewith.

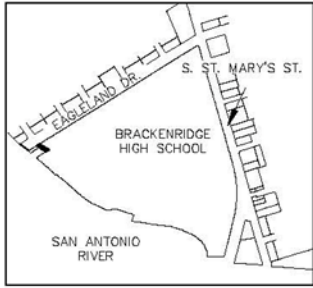
Date surveyed: 12/7/2020


Henry C. Casal Jr., RPLS No. 4905



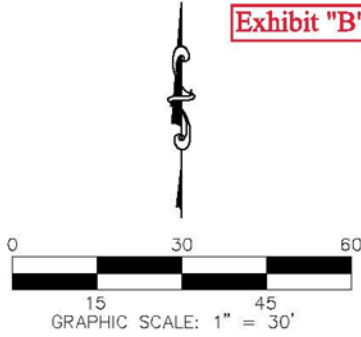
AG3 Group, LP
4800 Fredericksburg Rd. Suite 200SL
San Antonio, TX 78229
Ph. 210-208-9400 website: ag3-group.com
TBPELS Firm No. 10194622

PROJECT NAME: **CENTRAL SEWERSHED PACKAGE 7**
 - BRACKENRIDGE HIGH SCHOOL
 PARCEL NO.: P21-012T

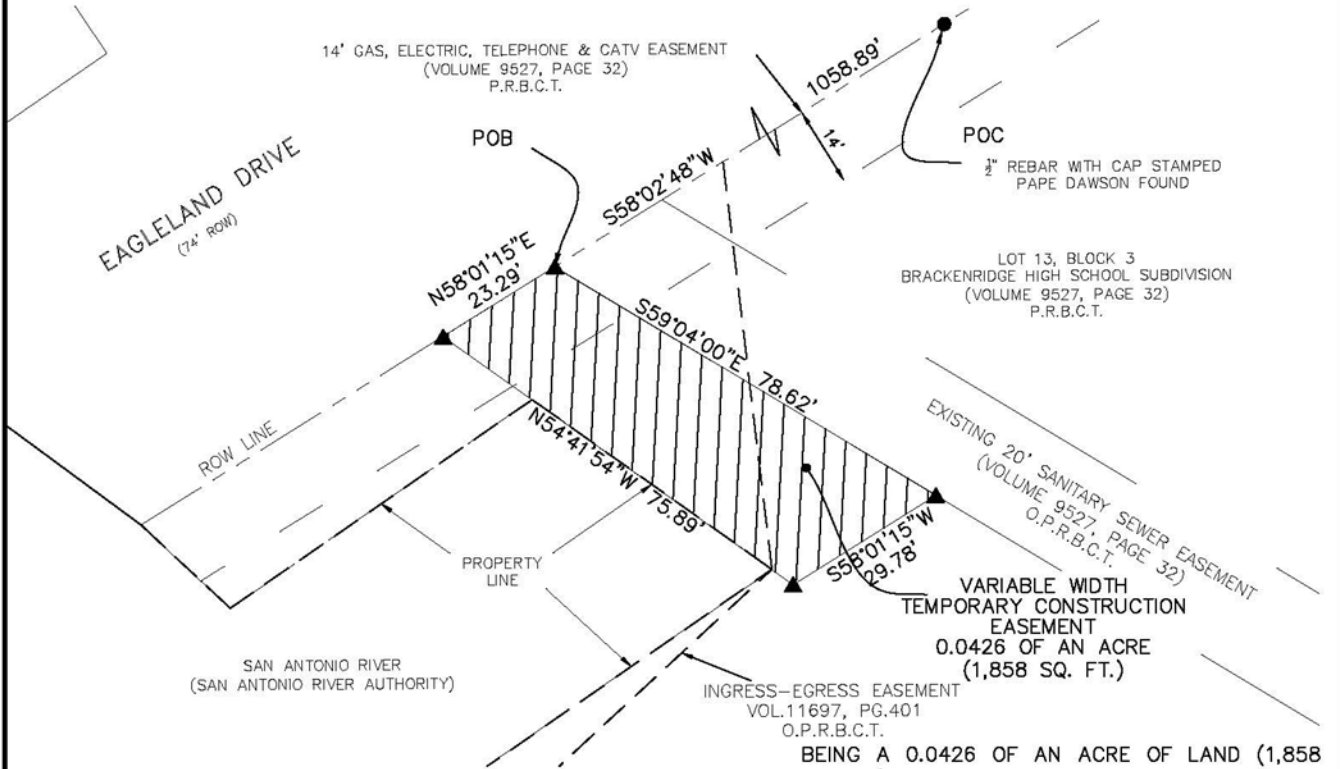


DETAIL N.T.S.

Exhibit "B"



LEGEND	
---	BOUNDARY LINE
●	FOUND 3/4" IRON ROD
▲	CALCULATED EASEMENT CORNER
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS BEXAR COUNTY, TEXAS
P.R.B.C.T.	PLAT RECORDS BEXAR COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT



NOTES:

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) BASED ON GPS OBSERVATIONS.



BEING A 0.0426 OF AN ACRE OF LAND (1,858 SQ. FT.), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF LOT 13, BLOCK 3 AS SHOWN ON PLAT OF THE BRACKENRIDGE HIGH SCHOOL SUBDIVISION, AS RECORDED IN VOLUME 9527, PAGE 32 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR A VARIABLE WIDTH TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT.

Henry C. Casal Jr.
 HENRY C. CASAL JR. DATE 12/18/20
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 4905

AG3
 AG3 Group, LLC
 ENGINEERING • SURVEY • CONSTRUCTION
 4800 FREDERICKSBURG RD. SUITE 200SL
 SAN ANTONIO, TX 78229
 P:210-208-9400 F:210-208-9401
 TBPE #F-21809 TBPLS #10194622

TEMPORARY CONSTRUCTION EASEMENT
 LOT 13, BLOCK 3
 BRACKENRIDGE HIGH SCHOOL SUBDIVISION
 CITY OF SAN ANTONIO,
 BEXAR COUNTY, TEXAS

Date:	12/18/2020
Scale:	1"=30'
Drawn by:	BM
Reviewer:	HC
Project:	19W07100
Sheet:	2 of 2
Field Book:	N/A
Party Chief:	DD
Survey Date:	12/07/2020

Revision 1: 01/15/2021

Exhibit "C"

FIELD NOTES
For a 0.0672 Acre (2,929 Square Feet)
(36-Foot Temporary Sanitary Sewer Construction Easement)

BEING A 0.0672 OF AN ACRE OF LAND (2,929 SQ. FT.), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF LOT 13, BLOCK 3 AS SHOWN ON PLAT OF THE BRACKENRIDGE HIGH SCHOOL SUBDIVISION, AS RECORDED IN VOLUME 9527, PAGE 32 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR A 36 FOOT WIDE TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with Pape Dawson cap at the south corner of a 28.6 foot R.O.W. dedication for Eagleland Drive, a (74 foot R.O.W.) as shown on said plat of the Brackenridge High School Subdivision;

THENCE S20°11'01"E a distance of 1063.67 feet, over and across said Lot 13 to the northwest corner of this easement and **POINT OF BEGINNING**;

THENCE S80°45'41"E a distance of 36.00 feet, across said Lot 13, to the intersection with the west line of a 20 foot permanent sanitary sewer easement also surveyed this day, for northeast corner of this easement;

THENCE with a curve to the right having a radius of 681.36 feet, a central angle of 5° 05' 06", **a chord that bears S11°46'52"W a distance of 60.45 feet and an arc length of 60.47 feet, to a point of tangency**;

THENCE S14°19'24"W a distance of 22.50 feet, on the west line of a said new permanent 20' sanitary sewer easement, to the southwest corner of said 20 foot easement and the southeast corner of this easement;

THENCE N75°40'36"W a distance of 36.00 feet, across said Lot 13, to the southwest corner of this easement;

THENCE N14°19'24"E a distance of 22.50 feet, to a point of curvature;

THENCE with a curve to the left having a radius of 645.36, **a central angle of 5° 05' 06", a chord that bears N11°46'52"E a distance of 57.26 feet and an arc length of 57.28 feet, to the POINT OF BEGINNING** and containing 0.0672 of an acre of land in the City of San Antonio, Bexar County, Texas.

NOTES: Bearings are based on NAD83(2011) Texas State Plane Coordinate System, South Central Zone.

A survey plat of even date was provided herewith.

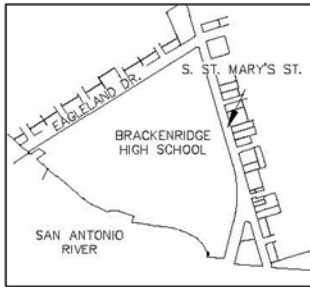
Date surveyed: 12/7/2020


Henry C. Casal Jr., RPLS No. 4905

AG3 Group, LP
4800 Fredericksburg Rd. Suite 200SL
San Antonio, TX 78229
Ph. 210-208-9400 website: ag3-group.com
TBPELS Firm No. 10194622

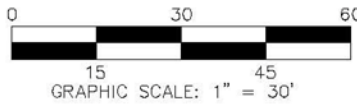


PROJECT NAME: CENTRAL SEWERSHED PACKAGE 7
- BRACKENRIDGE HIGH SCHOOL
 PARCEL NO.: P21-012T

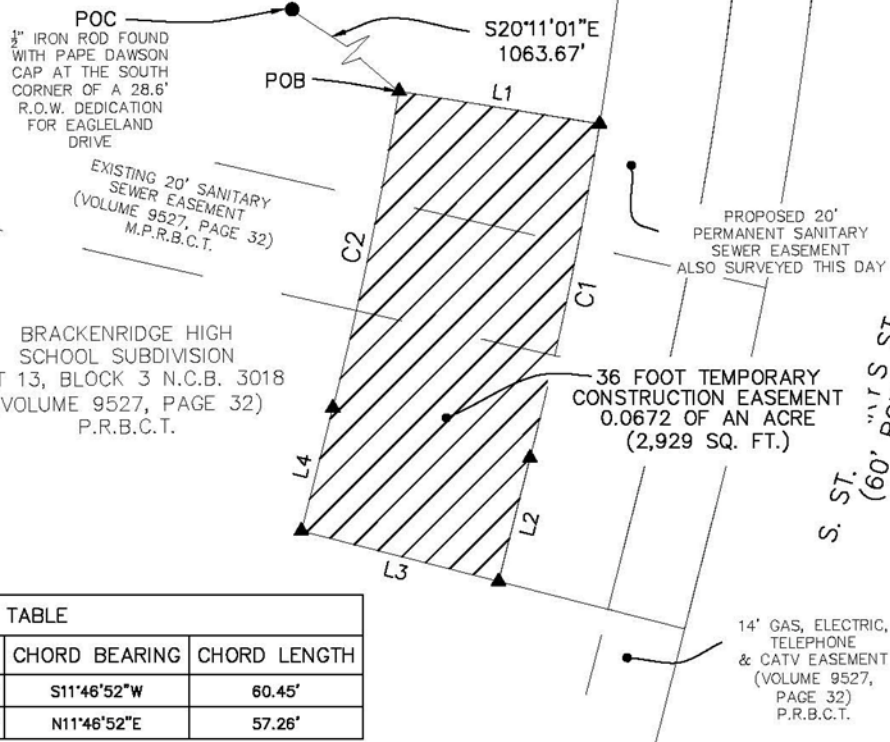


DETAIL N.T.S.

Exhibit "D"



LEGEND	
●	FOUND 1/2" IRON ROD
▲	CALCULATED EASEMENT CORNER
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS BEXAR COUNTY, TEXAS
P.R.B.C.T.	PLAT RECORDS BEXAR COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S80°45'41"E	36.00'
L2	S14°19'24"W	22.50'
L3	N75°40'36"W	36.00'
L4	N14°19'24"E	22.50'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	60.47'	681.36'	5°05'06"	S11°46'52"W	60.45'
C2	57.28'	645.36'	5°05'06"	N11°46'52"E	57.26'

NOTES:

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).



BEING A 0.0672 OF AN ACRE OF LAND (2,929 SQ. FT.), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF LOT 13, BLOCK 3 AS SHOWN ON PLAT OF THE BRACKENRIDGE HIGH SCHOOL SUBDIVISION, AS RECORDED IN VOLUME 9527, PAGE 32 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR A 36 FOOT WIDE TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT.

Henry C. Casal Jr.
 HENRY C. CASAL, JR. DATE 12/18/20
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 4905

AG3
 AG3 Group, LLC
 ENGINEERING • SURVEY • CONSTRUCTION
 4800 FREDERICKSBURG RD. SUITE 200SL
 SAN ANTONIO, TX 78229
 P:210-208-9400 F:210-208-9401
 TBPE #F-21809 TBPLS #10194622

36' TEMPORARY CONSTRUCTION EASEMENT
 LOT 13, BLOCK 3
 BRACKENRIDGE HIGH SCHOOL SUBDIVISION

CITY OF SAN ANTONIO,
 BEXAR COUNTY, TEXAS

Date:	12/18/2020
Scale:	1"=30'
Drawn by:	TJK
Reviewer:	HC
Project:	SAWS No. 19W07100
Sheet:	2 of 2
Field Book:	N/A
Party Chief:	DD
Survey Date:	12/07/2020
Revision 1:	01/15/2021

Exhibit "E"

FIELD NOTES

**For a 0.2496 Acre (10,872 Square Feet)
(14-Foot Temporary Sanitary Sewer Construction Easement)**

BEING A 0.2496 OF AN ACRE OF LAND (10,872 SQ. FT.), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF LOT 13, BLOCK 3 AS SHOWN ON PLAT OF THE BRACKENRIDGE HIGH SCHOOL SUBDIVISION, AS RECORDED IN VOLUME 9527, PAGE 32 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR A 14 FOOT WIDE TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with Pape Dawson cap at the south corner of a 28.6 foot R.O.W. dedication for Eagleland Drive, a (74 foot R.O.W.) as shown on said plat of the Brackenridge High School Subdivision;

THENCE S58°07'18"W a distance of 249.76 feet, with the said south R.O.W. line of Eagleland Drive to the POINT OF BEGINNING;

THENCE S31°59'08"E a distance of 14.00 feet, over and across said Lot 13 and a 14 foot Permanent Gas, Electric, Telephone and CATV Easement as recorded in said plat of the Brackenridge High School Subdivision, to the intersection with the south line of said 14' easement, for the east corner of this easement;

THENCE S58°01'15"W a distance of 772.23 feet, with the south line of said 14' easement, also being the north line of a 20' permanent sanitary sewer easement also surveyed this day, to the to the southeast corner of this easement;

THENCE N63°49'02"W a distance of 16.48 feet, across said Lot 13 and said 14 foot easement with the north line of said 20 foot permanent sanitary sewer easement also surveyed this day, to the intersection with the south R.O.W. line of Eagleland Drive, for the southwest corner of this easement;

THENCE N58°01'15"E a distance of 780.93 feet, with the south R.O.W. line of said Eagleland Drive, and with the north line of said Lot 13, Block 3 to the POINT OF BEGINNING and containing 0.2496 of an acre of land in the City of San Antonio, Bexar County, Texas.

NOTES: Bearings are based on NAD83(2011) Texas State Plane Coordinate System, South Central Zone.

A survey plat of even date was provided herewith.

Date surveyed: 12/07/2020


Henry C. Casal Jr., RPLS No. 4905

AG3 Group, LP
4800 Fredericksburg Rd. Suite 200SL
San Antonio, TX 78229
Ph. 210-208-9400 website: ag3-group.com
TBPLS Firm No. 10194622

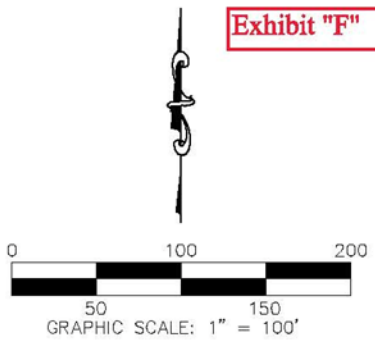


PROJECT NAME: CENTRAL SEWERSHED PACKAGE 7
 - BRACKENRIDGE HIGH SCHOOL
 PARCEL NO.: P21-012T



DETAIL N.T.S.

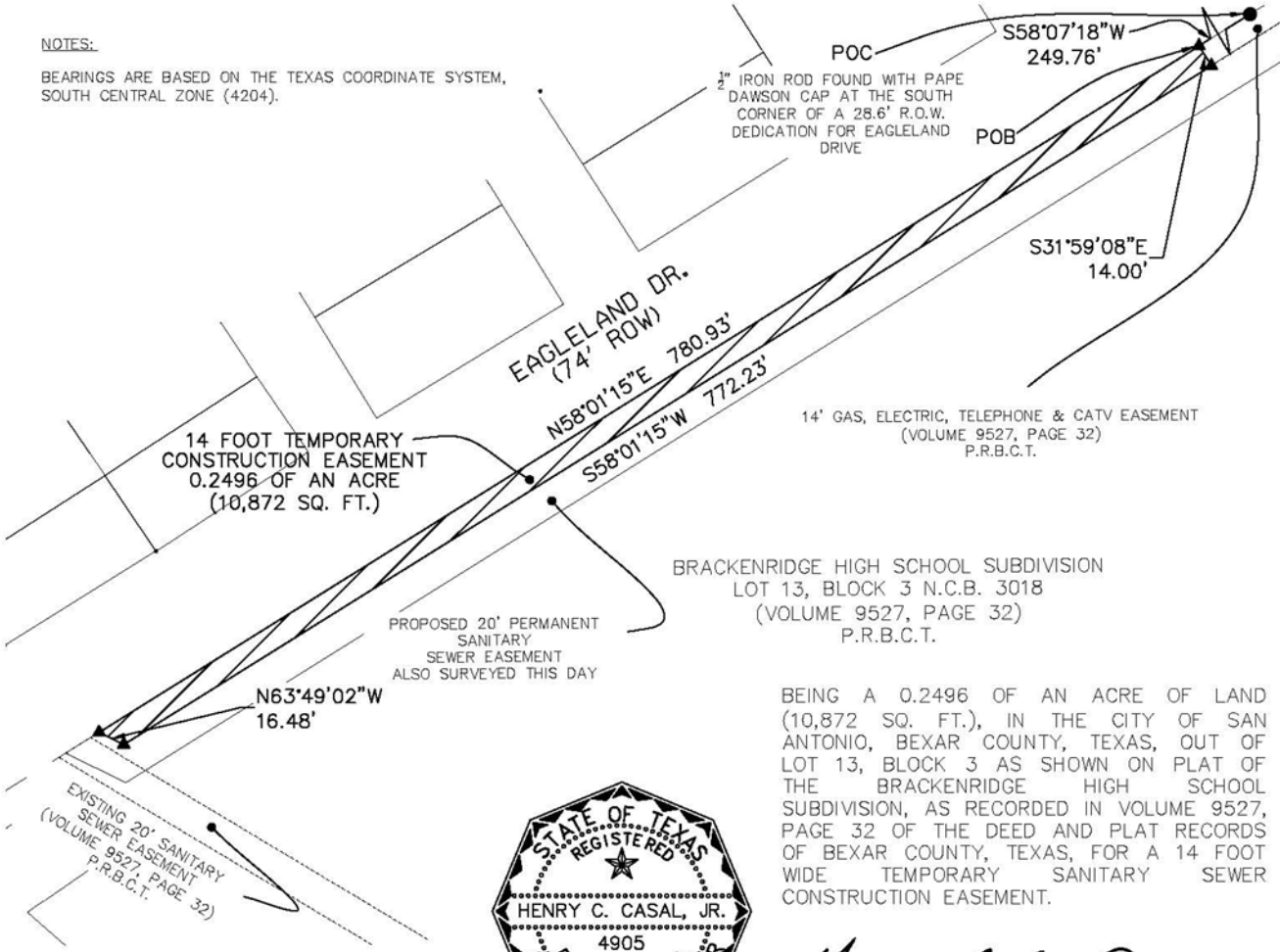
Exhibit "F"



LEGEND	
●	FOUND 1/2" IRON ROD
▲	CALCULATED EASEMENT CORNER
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS BEXAR COUNTY, TEXAS
P.R.B.C.T.	PLAT RECORDS BEXAR COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

NOTES:

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM,
 SOUTH CENTRAL ZONE (4204).



14' GAS, ELECTRIC, TELEPHONE & CATV EASEMENT
 (VOLUME 9527, PAGE 32)
 P.R.B.C.T.

BRACKENRIDGE HIGH SCHOOL SUBDIVISION
 LOT 13, BLOCK 3 N.C.B. 3018
 (VOLUME 9527, PAGE 32)
 P.R.B.C.T.

BEING A 0.2496 OF AN ACRE OF LAND
 (10,872 SQ. FT.), IN THE CITY OF SAN
 ANTONIO, BEXAR COUNTY, TEXAS, OUT OF
 LOT 13, BLOCK 3 AS SHOWN ON PLAT OF
 THE BRACKENRIDGE HIGH SCHOOL
 SUBDIVISION, AS RECORDED IN VOLUME 9527,
 PAGE 32 OF THE DEED AND PLAT RECORDS
 OF BEXAR COUNTY, TEXAS, FOR A 14 FOOT
 WIDE TEMPORARY SANITARY SEWER
 CONSTRUCTION EASEMENT.



Henry C. Casal Jr.
 HENRY C. CASAL, JR. DATE 12/18/20
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 4905

AG3
AG3 Group, LLC
 ENGINEERING • SURVEY • CONSTRUCTION
 4800 FREDERICKSBURG RD. SUITE 200SL
 SAN ANTONIO, TX 78229
 P:210-208-9400 F:210-208-9401
 TBPE #F-21809 TBPLS #10194622

TEMPORARY CONSTRUCTION EASEMENT
 LOT 13, BLOCK 3
 BRACKENRIDGE HIGH SCHOOL SUBDIVISION

CITY OF SAN ANTONIO,
 BEXAR COUNTY, TEXAS

Date:	12/18/2020
Scale:	1"=100'
Drawn by:	TJK
Reviewer:	HC
Project:	SAWS No. 19W07100
Sheet:	2 of 2
Field Book:	N/A
Party Chief:	DD
Survey Date:	12/07/2020

Revision 1: 01/15/2021

Project Name: Central Sewershed Package 7

- Brackenridge High School

Parcel No.: P21-012T

Exhibit "G"

FIELD NOTES

**For a 0.5022 Acre (21,877 Square Feet)
(14-Foot Temporary Sanitary Sewer Construction Easement)**

BEING A 0.5022 OF AN ACRE OF LAND (21,877 SQ. FT.), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF LOT 13, BLOCK 3 AS SHOWN ON PLAT OF THE BRACKENRIDGE HIGH SCHOOL SUBDIVISION, AS RECORDED IN VOLUME 9527, PAGE 32 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR A 14 FOOT WIDE TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with Pape Dawson cap at the south corner of a 28.6 foot R.O.W. dedication for Eagleland Drive, a (74 foot R.O.W.) as shown on said plat of the Brackenridge High School Subdivision;

THENCE S58°14'08"W a distance of 126.94 feet, to the POINT OF BEGINNING;

THENCE N58°01'15"E a distance of 327.35 feet, with the north line of said Lot 13, Block 3 and with the said south R.O.W. line of Eagleland Drive, to a point of curvature;

THENCE with the north line of said Lot 13, Block 3, with a curve to the right having a radius of 11.0 feet, a central angle of 105° 47' 51", a chord that bears S69°04'50"E a distance of 17.55 feet and an arc length of 20.31 feet, to a point of tangency on the west right of way line of S. St. Mary's St. (a 60 foot wide R.O.W.);

THENCE S16°10'54"E a distance of 828.49 feet, with the east line of said Lot 13, Block 3 and with the said west R.O.W. line of S. St. Mary's, to a point of curvature;

THENCE with the east line of said Lot 13, Block 3 and with the west R.O.W. line of South St. Mary's Street, along a curve to the right having a radius of 715.36 feet, a central angle of 30° 30' 19", a chord that bears S00°55'45"E a distance of 376.39 feet and an arc length of 380.87 feet, to a point of tangency;

THENCE S14°19'24"W a distance of 22.50 feet, with the east line of said Lot 13, Block 3 and the west R.O.W. line of South St. Mary's Street, to the southeast corner of this easement;

THENCE N75°40'36"W a distance of 14.00 feet, across the existing 14 foot Permanent Gas, Electric, Telephone and CATV Easement as recorded on said plat of Brackenridge High School, to a point on the west line of said existing 14 foot easement;

Project Name: Central Sewershed Package 7

- Brackenridge High School

Parcel No.: P21-012T

THENCE with the west line of said existing 14 foot Permanent Gas, Electric, Telephone and CATV Easement and the east line of a new permanent **20' sanitary sewer easement also surveyed** this day the following courses:

N14°19'24"E a distance of 22.50 feet, to a point of curvature;

With a curve to the left having a radius of 701.36 feet, a central angle of **30° 30' 19"**, a **chord that bears N00°55'45"W a distance** of 369.02 feet and an arc length of 373.42 feet, to a point of tangency;

N16°10'54"W a distance of 824.52 feet, to an interior corner of this easement;

THENCE S58°01'15"W a distance of 323.39 feet, with the south line of said existing 14 foot Permanent Gas, Electric, Telephone and CATV Easement and the north line of a new permanent **20' sanitary sewer easement also surveyed this day**, to the southwest corner of this easement;

THENCE N31°59'08"W a distance of 14.00 feet, across the said existing 14 foot Permanent Gas, Electric, Telephone and CATV Easement, to the **POINT OF BEGINNING** and containing 0.5022 of an acre of land, in the City of San Antonio, Bexar County, Texas.

NOTES: Bearings are based on NAD83(2011) Texas State Plane Coordinate System, South Central Zone.

A survey plat of even date was provided herewith.

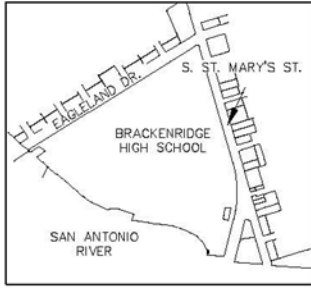
Date surveyed: 12/7/2020



Henry C. Casal Jr., RPLS No. 4905
AG3 Group, LP
4800 Fredericksburg Rd. Suite 200SL
San Antonio, TX 78229
Ph. 210-208-9400 website: ag3-group.com
TBPELS Firm No. 10194622



PROJECT NAME: CENTRAL SEWERSHED PACKAGE 7
- BRACKENRIDGE HIGH SCHOOL
 PARCEL NO.: P21-012T



DETAIL N.T.S.

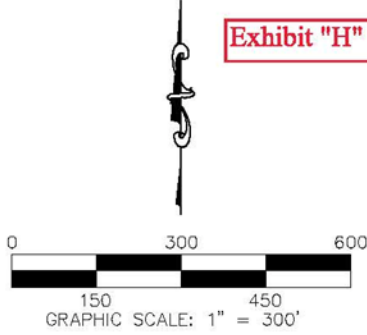
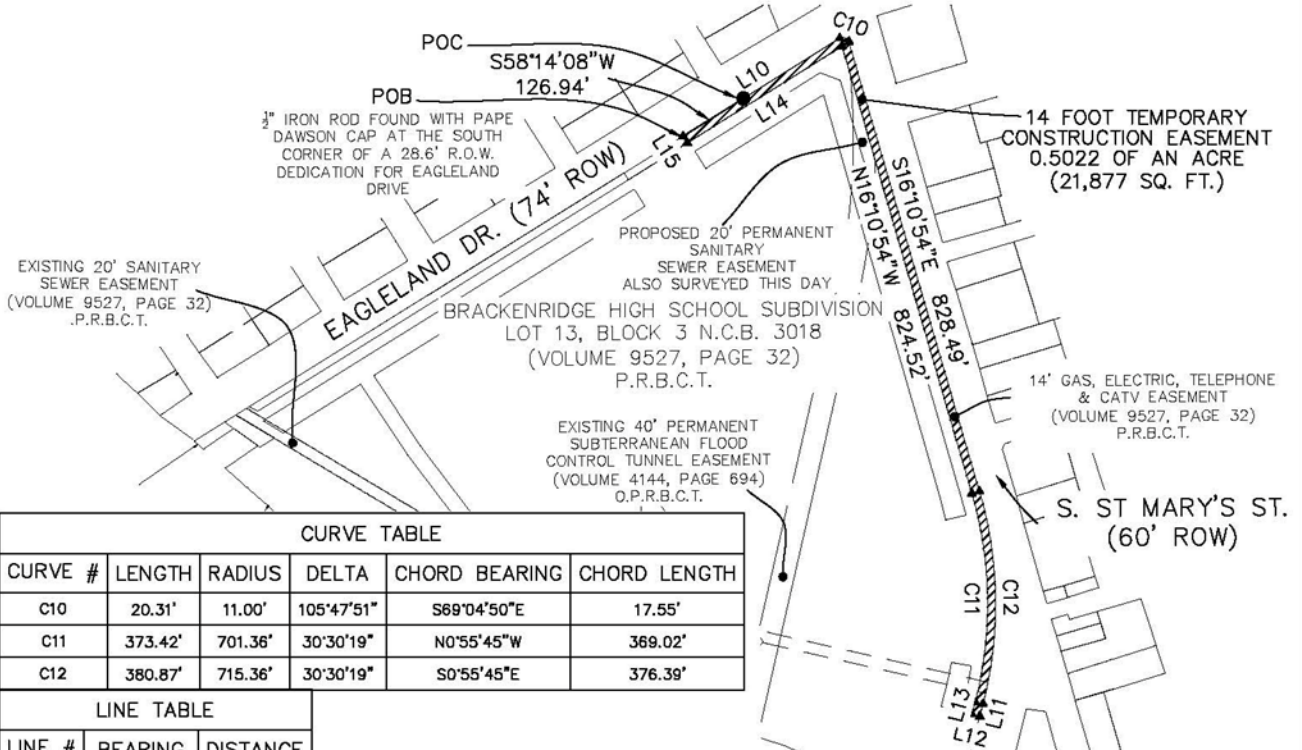


Exhibit "H"

LEGEND	
●	FOUND 1/2" IRON ROD
▲	CALCULATED EASEMENT CORNER
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS BEXAR COUNTY, TEXAS
P.R.B.C.T.	PLAT RECORDS BEXAR COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C10	20.31'	11.00'	105°47'51"	S69°04'50"E	17.55'
C11	373.42'	701.36'	30°30'19"	N0°55'45"W	369.02'
C12	380.87'	715.36'	30°30'19"	S0°55'45"E	376.39'

LINE TABLE		
LINE #	BEARING	DISTANCE
L10	N58°01'15"E	327.35'
L11	S14°19'24"W	22.50'
L12	N75°40'36"W	14.00'
L13	N14°19'24"E	22.50'
L14	S58°01'15"W	323.39'
L15	N31°59'08"W	14.00'

BEING A 0.5022 OF AN ACRE OF LAND (21,877 SQ. FT.), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF LOT 13, BLOCK 3 AS SHOWN ON PLAT OF THE BRACKENRIDGE HIGH SCHOOL SUBDIVISION, AS RECORDED IN VOLUME 9527, PAGE 32 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR A 14 FOOT WIDE TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT.



Henry C. Casal, Jr.
 HENRY C. CASAL, JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 4905
 DATE 12/18/20

NOTES:
 BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).

AG3
AG3 Group, LLC
 ENGINEERING • SURVEY • CONSTRUCTION
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 SAN ANTONIO, TX 78229
 P:210-208-9400 F:210-208-9401
 TBPE #F-21809 TBPLS #10194622

TEMPORARY CONSTRUCTION EASEMENT
 LOT 13, BLOCK 3
 BRACKENRIDGE HIGH SCHOOL SUBDIVISION

CITY OF SAN ANTONIO,
 BEXAR COUNTY, TEXAS

Date:	12/18/2020
Scale:	1"=300'
Drawn by:	TJK
Reviewer:	HC
Project:	SAWS No. 19W07100
Sheet:	3 of 3
Field Book:	N/A
Party Chief:	DD
Survey Date:	12/07/2020

Revision 1: 01/15/2021

Project Name: Central Sewershed Package 7

- Brackenridge High School

Parcel No.: P21-012T

Exhibit "I"

FIELD NOTES

**For a 0.8782 Acre (38,255 Square Feet)
(36-Foot Temporary Sanitary Sewer Construction Easement)**

BEING A 0.8782 OF AN ACRE OF LAND (38,255 SQ. FT.), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF LOT 13, BLOCK 3 AS SHOWN ON PLAT OF THE BRACKENRIDGE HIGH SCHOOL SUBDIVISION, AS RECORDED IN VOLUME 9527, PAGE 32 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR A 36 FOOT WIDE TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with Pape Dawson cap at the south corner of a 28.6 foot R.O.W. dedication for Eagleland Drive, a (74 foot R.O.W.) as shown on said plat of the Brackenridge High School Subdivision;

THENCE S42°41'09"W a distance of 126.77 feet, crossing said Lot 13, to the intersection with the south line of a 20 foot permanent sanitary sewer easement also surveyed this day, for the POINT OF BEGINNING;

THENCE N58°01'15"E a distance of 260.71 feet, with the south line of said 20' permanent sanitary sewer easement, to the northwest corner of this easement;

THENCE S69°53'55"E a distance of 37.66 feet, with the south line of said 20' permanent sanitary sewer easement, to the north corner of this easement;

THENCE S16°10'54"E a distance of 767.20 feet, with the west line of said 20' permanent sanitary sewer easement, to a point of curvature;

THENCE with the west line of said 20' permanent sanitary sewer easement, along a curve to the right having a radius of 681.36 feet, a central angle of 02° 50' 39", a chord that bears S14°45'35"E a distance of 33.82 feet and an arc length of 33.82 feet, to the east corner of this easement;

THENCE S76°39'45"W a distance of 36.00 feet, departing the west line of said 20' permanent sanitary sewer easement and crossing said Lot 13, to the southeast corner of this easement;

THENCE crossing said Lot 13 with a curve to the left having a radius of 645.36 feet, a central angle of 02° 50' 39", a chord that bears N14°45'35"W a distance of 32.03 feet and an arc length of 32.03 feet, to a point of tangency;

THENCE N16°10'54"W a distance of 750.48 feet, crossing said Lot 13, to an interior corner of this easement;

Project Name: Central Sewershed Package 7

- Brackenridge High School

Parcel No.: P21-012T

THENCE S58°01'15"W a distance of 244.66 feet, crossing said Lot 13, to the southwest corner of this easement;

THENCE N31°59'08"W a distance of 36.00 feet, crossing said Lot 13, to the **POINT OF BEGINNING** and containing 0.8782 of an acre of land in the City of San Antonio, Bexar County, Texas.

NOTES: Bearings are based on NAD83(2011) Texas State Plane Coordinate System, South Central Zone.

A survey plat of even date was provided herewith.

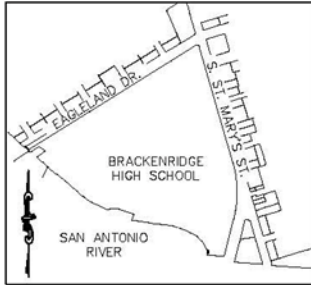
Date surveyed: 12/7/2020



Henry C. Casal Jr., RPLS No. 4905

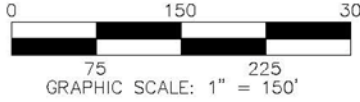
AG3 Group, LP
4800 Fredericksburg Rd. Suite 200SL
San Antonio, TX 78229
Ph. 210-208-9400 website: ag3-group.com
TBPELS Firm No. 10194622



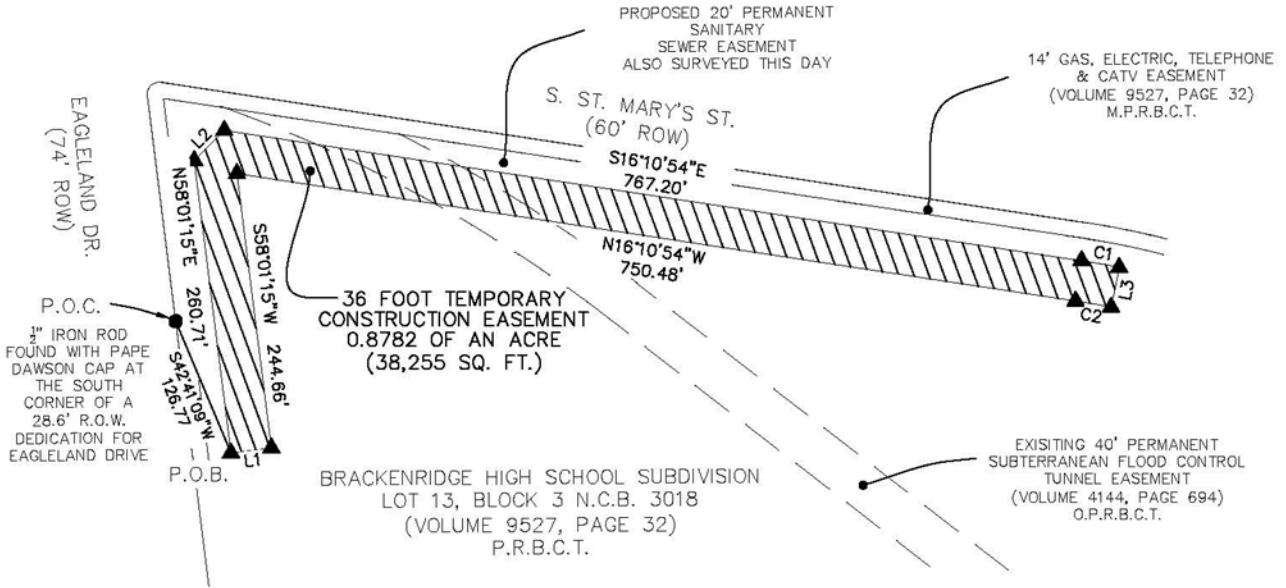


DETAIL N.T.S.

Exhibit "J"



LEGEND	
●	FOUND 1/2" IRON ROD
▲	CALCULATED EASEMENT CORNER
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS BEXAR COUNTY, TEXAS
P.R.B.C.T.	PLAT RECORDS BEXAR COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT



NOTES:

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).

BEING A 0.8782 OF AN ACRE OF LAND (38,255 SQ. FT.), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF LOT 13, BLOCK 3 AS SHOWN ON PLAT OF THE BRACKENRIDGE HIGH SCHOOL SUBDIVISION, AS RECORDED IN VOLUME 9527, PAGE 32 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR A 36 FOOT WIDE TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	33.82'	681.36'	2°50'39"	S14°45'35"E	33.82'
C2	32.03'	645.36'	2°50'39"	N14°45'35"W	32.03'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N31°59'08"W	36.00'
L2	S69°53'55"E	37.66'
L3	S76°39'45"W	36.00'



Henry C. Casal Jr.
 HENRY C. CASAL, JR. DATE 12/18/20
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 4905

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 SAN ANTONIO, TX 78229
 P:210-208-9400 F:210-208-9401
 TBPE #F-21809 TBPLS #10194622

36 FOOT TEMPORARY CONSTRUCTION EASEMENT
 LOT 13, BLOCK 3
 BRACKENRIDGE HIGH SCHOOL
 SUBDIVISION
 CITY OF SAN ANTONIO,
 BEXAR COUNTY, TEXAS

Date:	12/18/2020
Scale:	1"=150'
Drawn by:	TJK
Reviewer:	HC
Project:	SAWS No. 19W07100
Sheet:	3 of 3
Field Book:	N/A
Party Chief:	DD
Survey Date:	12/07/2020

Revision 1: 01/15/2021

Exhibit "K"

FIELD NOTES

For 1.342 Acres (58,457 Square Feet)

(Variable Width Temporary Sanitary Sewer Construction Easement)

BEING 1.342 ACRES OF LAND (58,457 SQ. FT.), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF LOT 13, BLOCK 3 AS SHOWN ON PLAT OF THE BRACKENRIDGE HIGH SCHOOL SUBDIVISION, AS RECORDED IN VOLUME 9527, PAGE 32 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR A VARIABLE WIDTH TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found with Pape Dawson cap at the south corner of a 28.6 foot R.O.W. dedication for Eagleland Drive, a (74 foot R.O.W.) as shown on said plat of the Brackenridge High School Subdivision;

THENCE S58°14'08"W a distance of 126.97 feet, over and across said Lot 13 to a point on the south line of a 20 foot permanent sanitary sewer easement also surveyed this day for the POINT OF BEGINNING;

THENCE S31°59'08"E a distance of 36.00 feet, crossing said Lot 13 to the northeast corner of this easement;

THENCE S58°01'15"W a distance of 565.14 feet, on a line parallel with and 36 feet south of said 20 foot permanent sanitary sewer easement also surveyed this day, to an interior corner of this easement;

THENCE over and across said Lot 13 the following courses:

S33°40'09"E a distance of 148.45 feet, to a point;

S37°10'48"E a distance of 307.71 feet, to a point of curvature;

With a curve to the left having a radius of 25.00 feet, a central angle of 90° 00' 00", a chord that bears S82°10'48"E a distance of 35.36 feet and an arc length of 39.27 feet, to a point of tangency;

N52°49'12"E a distance of 201.03 feet, to a point of curvature;

With a curve to the left having a radius of 25.00 feet, a central angle of 89° 48' 59", a chord that bears N07°54'42"E a distance of 35.30 feet and an arc length of 39.19 feet, to a point of tangency;

N36°59'47"W a distance of 18.69 feet, to a point;

N53°00'13"E a distance of 23.00 feet, to a point;

S36°59'47"E a distance of 354.76 feet, to a point;

S53°00'13"W a distance of 32.00 feet, to a point;

N36°59'47"W a distance of 100.01 feet, to a point;

N32°21'09"W a distance of 156.57 feet, to a point of curvature;

With a curve to the left having a radius of 25.00 feet, a central angle of 94° 49' 39", a chord that bears N79°45'58"W a distance of 36.81 feet and an arc length of 41.38 feet, to a point of tangency;

S52°49'12"W a distance of 257.54 feet, to a point;

N37°10'48"W a distance of 361.57 feet, to a point;

N33°40'09"W a distance of 150.14 feet, to a point;

S58°01'15"W a distance of 157.74 feet, parallel with and 36 feet south of said 20 foot permanent sanitary sewer easement also surveyed this day, to a point on the north line of an existing 20 Foot Sanitary Sewer Easement of record on said plat of Brackenridge High School Subdivision;

THENCE N59°04'00"W a distance of 40.44 feet, along said existing 20 Foot Sanitary Sewer Easement to a point on the south line of said new 20' Permanent Sanitary Sewer Easement also surveyed this day;

THENCE N58°01'15"E a distance of 769.30 feet, on the south line of said new 20' Permanent Sanitary Sewer Easement also surveyed this day, to the POINT OF BEGINNING and containing 1.342 acres of land in the City of San Antonio, Bexar County, Texas.

NOTES: Bearings are based on NAD83(2011) Texas State Plane Coordinate System, South Central Zone.
A survey plat of even date was provided herewith.

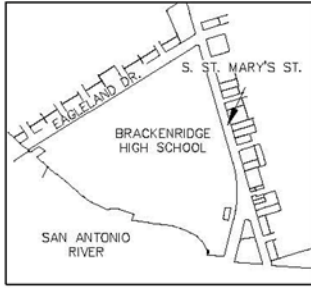
Date surveyed: 12/7/2020


Henry C. Casal Jr., RPLS No. 4905

AG3 Group, LP
4800 Fredericksburg Rd. Suite 200SL
San Antonio, TX 78229
Ph. 210-208-9400 website: ag3-group.com
TBPELS Firm No. 10194622



PROJECT NAME: CENTRAL SEWERSHED PACKAGE 7
- BRACKENRIDGE HIGH SCHOOL
 PARCEL NO.: P21-012T



DETAIL N.T.S.

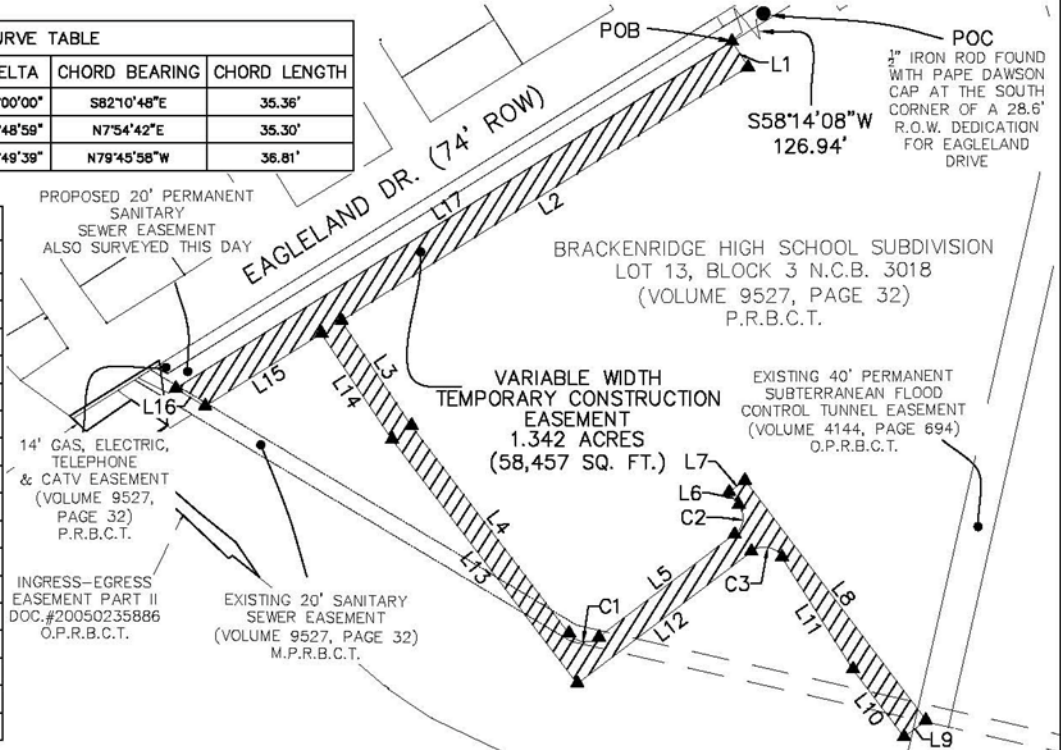
Exhibit "L"



LEGEND	
●	FOUND 1/2" IRON ROD
▲	CALCULATED EASEMENT CORNER
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS BEXAR COUNTY, TEXAS
P.R.B.C.T.	PLAT RECORDS BEXAR COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	39.27'	25.00'	90°00'00"	S82°10'48"E	35.36'
C2	39.19'	25.00'	89°48'59"	N75°4'42"E	35.30'
C3	41.38'	25.00'	94°49'39"	N79°45'58"W	36.81'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S31°59'08"E	36.00'
L2	S58°01'15"W	565.14'
L3	S33°40'09"E	148.45'
L4	S37°10'48"E	307.71'
L5	N52°49'12"E	201.03'
L6	N38°59'47"W	18.89'
L7	N53°00'13"E	23.00'
L8	S36°59'47"E	354.76'
L9	S53°00'13"W	32.00'
L10	N36°59'47"W	100.01'
L11	N32°21'09"W	156.57'
L12	S52°49'12"W	257.54'
L13	N37°10'48"W	361.57'
L14	N33°40'09"W	150.14'
L15	S58°01'15"W	157.74'
L16	N59°04'00"W	40.44'
L17	N58°01'15"E	769.30'



14" GAS, ELECTRIC, TELEPHONE & CATV EASEMENT (VOLUME 9527, PAGE 32) P.R.B.C.T.

INGRESS-EGRESS EASEMENT PART II DOC.#20050235886 O.P.R.B.C.T.

EXISTING 20' SANITARY SEWER EASEMENT (VOLUME 9527, PAGE 32) M.P.R.B.C.T.

VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT 1.342 ACRES (58,457 SQ. FT.)

EXISTING 40' PERMANENT SUBTERRANEAN FLOOD CONTROL TUNNEL EASEMENT (VOLUME 4144, PAGE 694) O.P.R.B.C.T.

BRACKENRIDGE HIGH SCHOOL SUBDIVISION LOT 13, BLOCK 3 N.C.B. 3018 (VOLUME 9527, PAGE 32) P.R.B.C.T.

NOTES:

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204).

BEING 1.342 ACRES OF LAND (58,457 SQ. FT.), IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, OUT OF LOT 13, BLOCK 3 AS SHOWN ON PLAT OF THE BRACKENRIDGE HIGH SCHOOL SUBDIVISION, AS RECORDED IN VOLUME 9527, PAGE 32 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, FOR A VARIABLE WIDTH TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT.



Henry C. Casal, Jr.
 HENRY C. CASAL, JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 4905

DATE 12/18/20

AG3
 AG3 Group, LLC
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 SAN ANTONIO, TX 78229
 P:210-208-9400 F:210-208-9401
 TBPE #F-21809 TBPLS #10194622

VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT
 LOT 13, BLOCK 3
 BRACKENRIDGE HIGH SCHOOL SUBDIVISION

CITY OF SAN ANTONIO,
 BEXAR COUNTY, TEXAS

Date:	12/18/2020
Scale:	1"=200'
Drawn by:	TJK
Reviewer:	HC
Project:	SAWS No. 19W07100
Sheet:	3 of 3
Field Book:	N/A
Party Chief:	DD
Survey Date:	12/07/2020
Revision 1:	01/15/2021

SAISD BOARD AGENDA SUMMARY FORM

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

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Willie Burroughs, Chief Operations Officer

PRESENTER: Willie Burroughs

MEETING DATE: March 1, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL
Procurement Services' Recommendations to Board of Trustees for March 1, 2021.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

1. The Board is requested to approve the purchase of Football Supplies and Equipment. This purchase will support the high school and middle school athletics participating in the football program for District-wide use on an "as needed" basis.
 - Recommended by: Athletics
 - Submitted by: Brian Clancy
 - Selection Method: Invitation for Bid - IFB #20-047(AS)
 - Contract Term: Period covering March 2, 2021 through March 1, 2022
 - Funding: Local – 199-36-6399-01-xxx-1-91-0-xx - \$90,201
 Local – 199-36-6399-01-889-1-91-u-hs - \$70,000

VENDORS

BSN Sports
Cardinals Sport Center
Pyramid School Products
Riddell All American

AWARD AMOUNT

	\$ 78,713 approximately
	\$ 1,318 approximately
	\$ 644 approximately
	<u>\$ 55,943 approximately</u>
Grand Total	\$136,619 approximately

2. The Board is requested to approve the purchase of HVAC Testing, Adjusting and Balancing (TAB) Services for the new buildings at Burbank High School in support of the major renovations under Bond 2016.

- Recommended by: Construction & Development
- Submitted by: Kedrick Wright
- Selection Method: Request for Qualifications - RFQ #17-019(BM)
- Contract Term: Period covering March 2, 2021 through December 31, 2021
- Funding Source: Bond - 652-81-6629-03-002-0-99-000

VENDOR

Cleary Zimmermann Engineers

AWARD AMOUNT

\$147,180 approximately

3. The Board is requested to approve the purchase of Commissioning Services for Tafolla Middle School in support of the major renovations under Bond 2016.

- Recommended by: Construction & Development
- Submitted by: Kedrick Wright
- Selection Method: Request for Qualifications - RFQ #17-019(BM)
- Contract Term: Period covering March 2, 2021 through December 20, 2021
- Funding Source: Bond - 651-81-6629-XX-XXX-7-99-000

VENDOR

MEP Engineering, Inc.

AWARD AMOUNT

\$112,000 approximately

4. The Board is requested to approve the purchase of Environmental Services for Tafolla Middle School in support of the major renovations under Bond 2016. This purchase will include asbestos abatement, air testing and monitoring and lead paint and mold survey.

- Recommended by: Construction & Development
- Submitted by: Kedrick Wright
- Selection Method: Request for Qualifications - RFQ #17-019(BM)
- Contract Term: Period covering March 2, 2021 through December 20, 2021
- Funding Source: Bond - 651-81-6629-XX-XXX-7-99-000

VENDOR

TTL, Inc., San Antonio

AWARD AMOUNT

\$60,780 approximately

5. The Board is requested to approve the purchase of Dedicated Internet Service (E-Rate). This purchase will provide service that includes the internet bandwidth and transport via leased lit fiber at 20GB to service out increased device count District-wide on an “as needed” basis. SAISD is applying for E-Rate funding for this service. If awarded, E-Rate will fund up to 90% of eligible cost. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.

- Recommended by: Information Technology
- Submitted by: Dr. Kenneth Thompson
- Selection Method: Request for Proposal – RFP #20-042(RC)
- Contract Term: Period covering March 2, 2021 through March 1, 2024 for initial 3-year term. With the option to renew for two (2) additional one (1) year periods
- Funding: Local – 199-51-6256-89-950-2-99-0-81
Monthly cost - \$3,645, not including tax/fees. Annual cost - \$43,740

VENDOR

Grande Communications, LLC

AWARD AMOUNT

\$131,220 approximately for initial 3-year term.

6. The Board is requested to approve the purchase of Wireless Access Point Replacement (E-Rate) for District-wide use on an “as needed” basis. This purchase will upgrade the wireless access points of up to 56 campuses which will enhance the wireless speed and replace the District’s outdated fleet of access points. SAISD is applying for E-Rate funding for this service. If awarded, E-Rate will fund up to 85% of eligible cost. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.

- Recommended by: Information Technology
- Submitted by: Dr. Kenneth Thompson
- Selection Method: Request for Proposal – RFP #20-044(VC)
- Contract Term: Period covering March 2, 2021 through March 1, 2022 for initial 1-year term. With the option to renew for four (4) additional one (1) year periods
- Funding: Bond – 671-53-6399-65-XXX-1-99-E21

VENDOR

Netsync Network Solutions

AWARD AMOUNT

\$3,479,100 approximately for initial 1-year term.

7. The Board is requested to approve the purchase of Campus Fiber Optic Switches (E-Rate). This purchase will replace the District's Cisco 6807 fleet of catalysts to fulfill the connection between the MDF and IDF's. The Cisco 9500 fiber switches will be installed in 9 SAISD High Schools on an "as needed" basis. SAISD is applying for E-Rate funding for this service. If awarded, E-Rate will fund up to 85% of eligible cost. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Information Technology
- Submitted by: Dr. Kenneth Thompson
- Selection Method: Request for Proposal – RFP #20-046(VC)
- Contract Term: Period covering March 2, 2021 through March 1, 2022 for initial 1-year term. With the option to renew for four (4) additional one (1) year periods
- Funding: Bond – 671-53-6399-65-XXX-1-99-E-22

VENDOR

Netsync Network Solutions

AWARD AMOUNT

\$505,745 approximately for initial 1-year term.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2020 - 2021 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.

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: These supplies will be used by high school and middle school athletes participating in the football program.
2. How will goods and/or services be used? (List Campus/Grades impacted): These supplies will be used by high school and middle school athletes participating in Athletics.

3. Submitted by: Brian Clancy Athletics 01/11/2021
 Printed Name Department Date

4. Recommended Vendor(s): Company Name: See attached
 Address: See attached
 City/State/Zip: See attached
 Phone No: See attached
 Point of Contact: See attached
 E-mail Address: See attached
(Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: IFB #20-047(AS)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 3/1/2022
 Other

6. Purchase valid from: 3/2/2021 through: 3/1/2022

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

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 136,619.73
Approximately

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

Provide Budget Codes & Descriptions: _____
199-36-6399-01-xxx-1-91-0-xx Boys Football Supplies \$90,201.20
199-36-6399-01-889-1-91-u-hs HS Football Uniforms \$70,000.00

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



12. Additional Impact:

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

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

<u>Brian Clancy</u>	Brian Clancy	1/13/2021
Requestor Signature	Type Name	Date

<u>Todd Howey</u>	Todd Howey	1/15/2021
Sr. Executive Director/Executive Director Signature	Type Name	Date

_____	Type Name	_____
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date

_____	Type Name	_____
Deputy Superintendent Signature	Type Name	Date

<u>Kim Tocci</u>	Kim Tocci	1/15/2021
Assistant Director, Procurement Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Willie J. Burroughs</u>	Willie Burroughs	1/17/2021
Chief Operations Officer, Operations Services Division Signature	Type Name	Date

<u>Larry D. Garza</u>	Larry Garza	1/22/2021
Associate Superintendent, Financial Svcs. & Bus. Operations Signature	Type Name	Date

_____	Dr. Kenneth Thompson	_____
Chief Technology Officer, Technology & MIS Signature	Type Name	Date

_____	Mohammed A. Choudhury	_____
Chief Strategy, Talent, & Innovation Officer Signature	Type Name	Date

_____	Lorena Rios	_____
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: November 9, 2020

Reviewed By: RC

Vendors Recommended Bid IFB #20-047 Football Supplies and Equipment

Vendor	Address	Contact	Email	Award Amount
BSN Sports	P.O. Box 7726 Dallas, Texas 75209	John Stafford 800.527.7510 ext. 47315	jstafford@bsnsports.com	\$ 78,713.75
Cardinals Sport Center	6524 Slide Rd. Lubbock, Texas 79424	Julie Goodman 361.550.3200	jgoodman@cardsports.net	\$ 1,318.20
Pyramid School Products	6510 N. 54th Street Tampa, Florida 33610	Kenneth Miller 800.792.2644	orders@pyramidsp.com	\$ 644.32
Riddell All American	6846 Alamo Downs Pkwy San Antonio, Texas 78238	Donald Majors 210.347.2222	dmajors@riddellsales.com	\$ 55,943.46

SAISD Football Bid 2021

BSN Sports						
Selected #		8				
Selected (\$)		\$ 78,713.75				
#	Items	Unit	BrandName&NO.	Quantity	UnitPrice	TotalCost
#0-3	BALLS: WILSON GST OR EQUAL, SCHOOL NAME LAZER PRINTED	EA.	GST print as spec	57	\$78.99	\$4,502.43
#0-4	BALLS: WILSON GST YOUTH OR EQUAL	EA.	Wilson gstY 1167931	7	\$45.76	\$320.32
#0-8	CHAIN SET: PRO DOWN J.V. CHAIN SET AND INDICATOR BSN 1376988 OR EQUAL.	ST.	BSN 1376988	3	\$179.98	\$539.94
#0-22	SHOULDER PAD RACK: (4 ROW) RIDDELL SP4 OR EQUAL	EA.	Prodown1378670	5	\$214.98	\$1,074.90
#0-26	SIDELINE MARKERS, BSN #FBVCSXXX OR EQUAL	EA.	BSN 1249347	3	\$149.98	\$449.94
#0-34	WRIST PLAN, NEUMAN PROFESSIONAL: OR EQUAL.	EA.	Neuman 1453161	33	\$5.34	\$176.22
#0-36	UNIFORM JERSEY: FOOTBALL Two-Color Lightweight Stretch Twill. NIKE VAPOR PRO JERSEY #8459** / #37645 OR EQUAL	EA.	Nike397645 Vapor Pro Jer-W/1 cust logo placement	400	\$106	\$42,400.00
#0-37	UNIFORM PANT: FOOTBALL. NIKE VAPOR PRO PANT #845922 OR EQUAL	EA.	Nike 845922 Vapor Pro Pant	450	\$65	\$29,250.00

Cardinal's Sport Center						
Selected #		2				
Selected (\$)		\$1,318.20				
#	Items	Unit	BrandName&NO.	Quantity	UnitPrice	TotalCost
#0-20	SHOES: NIKE ALPHA MENACE 2, MID TOP. SYNTHETIC LEATHER UPPERS. FULL LENGTH PYLON MIDSOLE.RUBBER SHARK OUTSOLE. COLOR: BLACK. NIKE ALPHA MENACE 2 #NKAQ7653 OR EQUAL	PR.	NIKE CV0582-001	28	\$33	\$924
#0-35	WRIST PLAN: Cutters 097 Playmaker Football Wrist Coach OR EQUAL	EA.	CUTTERS 0197 NO PURPLE	36	\$10.95	\$394.20

PYRAMID SCHOOL PRODUCTS						
Selected #		4				
Selected (\$)		\$644.32				
#	Items	Unit	BrandName&NO.	Quantity	UnitPrice	TotalCost
#0-2	BALLS: SCHOOL NAME LASER PRINTED RAWLINGS ST-5 OR EQUAL	EA.	RAWLINGS #ST-5AB **NO IMPRINT...QUANTITY TOO LOW FOR LASER IMPRINTING**	5	\$65	\$325
#0-27	SOCKS, GAME. SOLID COLORS. 80% ACRYLIC AND 20% STRETCH NYLON. OVERALL LENGTH 24". BRISTOL WSO OR EQUAL	PR.	TWIN CITY #TSK11	144	\$2.05	\$295.20
#0-30	TEES, EXTRA POINT, 2" BSN-MSPATXXX OR EQUAL	EA.	CHAMPION #KT3	6	\$2.30	\$13.80
#0-31	TEES, KICK OFF TEES, 2" BSN MSKICKOF OR EQUAL	EA.	CHAMPION #KT2	6	\$1.72	\$10.32

SAISD Football Bid 2021

#	Items	Selected # Selected (\$)	Riddell				
			Unit	BrandName&NO.	Quantity	UnitPrice	TotalCost
#0-1	BAG, EQUIPMENT: 40"L x 15"W x 15" H. Black 420 Denier Nylon Riddell 27574 or Equal		EA.	Riddell # 27574	5	\$2	\$10
#0-5	BELTS: WEB 100% NYLON, HEAVY WEIGHT. 60 INCH. RIDDELL WB60 OR EQUAL		EA.	Riddell #WB60	181	\$0.89	\$161.09
#0-6	CHIN STRAPS, HARD CUP: 4 POINT LOW HOOK-UP CONVOLUTED BIOLITE INSIDE, ONE PIECE STRAP, STAINLESS STEEL BUCKLES. RIDDELL R45622 OR EQUAL		EA.	Riddell # 45622	125	\$10.75	\$1,343.75
#0-7	GIRDLE: 5 PIECE/5 POCKET PADDED GIRDLE. COMPRESSION SHORT WITH BUILT IN HIP, TAIL AND THIGH PADS. RIDDELL RGWPTE OR EQUAL.		ST.	Riddell # GWPWT. PLS NOTE: GWPTE has been discontinued	187	\$21.25	\$3,973.75
#0-9	HAND SHIELDS: 24" X 18" X 4", NYLON REINFORCED VINYL COVER. COLOR: ROYAL BLUE. RIDDELL HS-24 OR EQUAL		EA.	Riddell #RV16/HS-24 In Royal	8	\$39	\$312
#0-10	HELMETS, HIGH SCHOOL: SPEED ICON. SIDE IMPACT PROTECTION, INFLATABLE LINER WITH FOUR INFLATION PORTS, AND REPLACABLE VALVES. LENAN SHELL WITH EXTENDED EAR FLAPS QUICK RELEASE MASK AND OCCIPITAL LOCKING PADS, STAINLESS STEEL HARDWARE AND 4-WAY HARD CUP CHI		EA.	Riddell Speed Icon # 41197. Incl hard cup chins trap & paint	103	\$245	\$25,235.00
#0-11	HELMETS, MIDDLE SCHOOL: WHITE GREY HIGH STRENGTH SPRING STEEL FACE MASK. SIDE IMPACT PROTECTION. 4 WAY CHIN STRAPS. HIGH IMPACT ABS SHELL, VINYL ENCAPSULATED LINER SYSTEM. REMOVABLE S PADS WITH SCREW IN CAPS. RIDDELL SPEED CLASSIC YOUTH OR EQUAL.		EA.	Riddell Speed Classic Youth # 41169. Incl soft cup chins trap, no paint	48	\$109	\$5,232.00
#0-12	HIP PADS: BIOLITE, VENT AIR / REINFORCED PLASTIC SLOTS 3 - PIECE PAD SET. 9". RIDDELL 48163 OR EQUAL		ST.	Riddell # 48163	70	\$7.10	\$497.00
#0-13	JERSEYS, PRACTICE: 100% NYLON , WITH 10" NUMBERS ON FRONT. AND 12" NUMBERS ON BACK. 200 DENIER PORT HOLE MESH BODY. WAIST LENGTH EXTRA 2 INCHES. 200 DENIER 2-PLY PRO MESH YOKE WITH DOUBLE TOP STITCHING, FULL GUSSET SLEEVE. 2-PLY PRO MESH SHOULDERS AND SLEEVES. ENLARGED NECK. 7" ELASTIC HEMMED SLEEVES, RIDDELL PJME OR EQUAL		EA.	Riddell #PJME White Jersey w/Black Numbers front & back. No team name.	60	\$14.60	\$876.00
#0-14	JERSEYS, PRACTICE: 100% NYLON , NO NUMBERS 200 DENIER PORT HOLE MESH BODY. WAIST LENGTH EXTRA 2 INCHES. 200 DENIER 2-PLY PRO MESH YOKE WITH DOUBLE TOP STITCHING, FULL GUSSET SLEEVE. 2-PLY PRO MESH SHOULDERS AND SLEEVES. ENLARGED NECK. 7" ELASTIC HEMMED SLEEVES, RIDDELL PJME OR EQUAL		EA.	Riddell #PJME , No numbers or team name. Unlettered.	170	\$10.60	\$1,802.00
#0-15	KNEE PADS, H.S.: 7.5" BIOLITE VENT AIR. RIDDELL 48172 OR EQUAL		PR.	Riddell # 48172	266	\$4.99	\$1,327.34
#0-16	LACES, SHOULDER PAD: 36" ROUND NYLON. COLOR: BLACK, RIDDELL 1501BK OR EQUAL		GR.	Riddell # 1501BK	4	\$12.96	\$51.84
#0-17	MOUTH GUARDS: IN SCHOOL COLORS. ADAMS MG302 OR EQUAL		EA.	Riddell #45791	1210	\$0.40	\$484.00
#0-19	SHIRTS, SHORT SLEEVE: MOISTURE MANAGEMENT, Reinforced shoulder seams Double needle cover stitch hem. A4 N3142 OR EQUAL		EA.	Riddell (A-4) #N3142, incl 1 Color logo (#'s extra)	112	\$4.60	\$515.20
#0-21	SHORTS: 100 % POLY TRICOT PRO CUT LENGTH - 9", JAMMER STYLE, 1 1/2" COVERED ELASTIC. WAIST BAND AND DOUBLE STITCHED WITH CONCEALED TUNNEL DRAW STRING. ONE COLOR SCREEN. RIDDELL WSP OR EQUAL		EA.	Riddell (A-4) #N5296 incl.1 Color Logo (#'s extra)	370	\$6.40	\$2,368.00
#0-23	SHOULDER PADS, HIGH SCHOOL: NON-CANTILEVERED FLAT PAD DESIGN. CONVOLUTED FOAM AND CLOSED CELL FOAM. PADDED EPAULETS AND DELTOID PADS. 1 1/2" BELTS AND STRAPS. RIDDELL PHENOM OR EQUAL		EA.	Riddell Phenom # 48325	44	\$102	\$4,488.00
#0-24	SHOULDER PADS, MIDDLE SCHOOL: EXTENDED ARCHES, CORREGATED EPAULETS, LOW-PROFILE / FLAT PAD SHOULDER PAD, EZ FIT BELT SYSTEM. RIDDELL RIVAL JV OR EQUAL		EA.	Riddell Rival JV # 48321	39	\$67	\$2,613.00
#0-25	SHOULDER PADS, MIDDLE SCHOOL: EXTENDED ARCHES, CORREGATED EPAULETS, LOW-PROFILE SHOULDER PAD, EZ FIT BELT SYSTEM. SURGE OR EQUAL		EA.	Riddell Surge # 48323	28	\$65	\$1,820.00
#0-28	T-SHIRTS, NO LOGO 50% POLY, 50% COTTON. FULL ATHLETIC CUT. COLOR ASH. SEE SIZE AND QUANTITY BELOW. GILDAN H000 OR EQUAL		EA.	Riddell Gildan # 8000 , No Logo or #'s. Unlettered.	156	\$3.20	\$499.20
#0-29	T-SHIRTS, WITH LOGO CAP SLEEVE. 100% COTTON. One color logo. Preshrunk jersey knit Seamless double-needle 7/8" collar. GILDAN 2700 OR EQUAL		EA.	Riddell Gildan # 2700 Incl 1 Color Logo (#'s extra)	286	\$6.89	\$1,970.54
#0-32	THIGH PADS , 7" BIOLITE VENTED. RIDDELL 48167 OR EQUAL		PR.	Riddell # 48167	50	\$6.10	\$305.00
#0-33	TAIL PADS , BIOLITE VENTED. RIDDELL 48170 OR EQUAL		PR.	Riddell # 48170	25	\$2.35	\$58.75

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Professional HVAC Testing, Adjusting and Balancing (TAB) Services of the new buildings at Burbank HS in support of the major renovations under Bond 2016.

2. How will goods and/or services be used? (List Campus/Grades impacted): TAB services of new spaces at Burbank HS.

3. Submitted by: Kedrick Wright Department: Construction & Development Date: 12/10/2020
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Cleary Zimmermann Engineers
Address: 1344 S. Flores, Suite 200
City/State/Zip: San Antonio, TX 78204
Phone No: 210-447-6100
Point of Contact: Brian Keller / Melanie Castillo
E-mail Address: briank@clearyzimmermann.com;melaniec@clearyzimmermann.com
(Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: 17-019
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 09/18/2022
 Other

6. Purchase valid from: 3/2/2021 through: 12/31/2021

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

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 147,180.00
Approximately

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

Provide Budget Codes & Descriptions: _____
652-81-6629-03-002-0-99-000

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





November 10, 2020

Ms. Evelyn Gamez
Assistant Director | Planning and Construction
San Antonio ISD
1270 W. Summit
San Antonio, TX 78201

VIA ELECTRONIC MAIL, PDF FORMAT

**Re: Proposal for Test, Adjust and Balancing Services
Burbank High School, 1002 Edwards, San Antonio, Texas 78204**

Dear Ms. Gamez:

We are pleased to offer a proposal for Testing, Adjusting and Balancing Services (TAB). Upon signed acceptance, the terms and conditions described herein constitute an Agreement between Cleary Zimmermann Engineers, LLC ("Test, Adjust and Balance" (TAB) and San Antonio Independent School District ("Client") for Burbank High School, (the "Project").

1. PROJECT

1.1. **Project Description** – The scope of the project includes work required to Test and Balance (TAB) the project using the current edition of the NEBB Test, Adjust and Balance Procedural Standards. It is understood the project consists of a total of 205,054 square foot of space in two buildings. Each building is 3-stories in height. Cleary Zimmermann Engineers, LLC proposes subcontracting PHI Services to perform the certified TAB services.

The following systems shall be Tested, Adjusted and Balanced (TAB) in this project:

- HVAC
 - Airside equipment and systems
 - Hydronic equipment and systems

1.2. **Project Schedule** – TBD

1.3. **Bid Documents Used to Prepare the Pricing**

- Plans: 100% CD dated 1-17-19
- Specifications: 100% CD dated 1-17-19
- Addendums: none
- ASIs: none
- PRs: none

2. **BASIC SERVICES - Testing, Adjusting & Balancing (TAB)** - services shall be provided per NEBB Procedural Standards for TAB of the Building Systems listed in paragraph 1.1, and shall include the following:

2.1. TAB and Commissioning will work together to provide comprehensive checking and testing of systems. Resources will be pooled as appropriate to provide efficiency in the on-site field work as well as the expenditure of travel related expenses.

1344 S. Flores, Suite 200
San Antonio, Texas 78204
T 210.447.6100 / F 210.447.6101



SAISD Burbank High School
Ms. Gamez
11/10/2020
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- 2.2. Work will be performed in accordance with the current NEBB Procedural Standard.
- 2.3. Work for Test and Balance will be performed in accordance with project division 23 specifications and include work associated with the HVAC air and hydronic systems and related Building Automation System.
- 2.4. The TAB scope of service includes work, specific to each project, in the design, construction, acceptance and turn over phases.
- 2.5. TAB will examine the contract documents for conformity with the design and identify any conditions that may preclude proper balancing of the systems. TAB to participate in the submittal reviews, field inspections and coordinate with Cx all aspects of the HVAC systems.
- 2.6. TAB to verify that balancing devices, such as test ports, gauge cocks, flow-control devices, balancing valves and fittings, and manual volume dampers, are required by the Contract Documents. TAB will verify that quantities and locations of these balancing devices are accessible and appropriate for effective balancing and for efficient system and equipment operation.
- 2.7. HVAC systems and components will be tested and balanced within specified tolerances. In the event specified tolerances cannot be met all reasonable efforts will be taken to achieve requirements. CZ will notify the appropriate project personnel of the system deficiencies which are preventing balancing within design tolerances before the final report is submitted. Any variances from design quantities, which differ from NEBB tolerances, shall be noted in the project summary of the Final TAB Report.
- 2.8. Identify and log any deficiencies encountered during design or submittal review, field inspections and balancing. Deficiencies shall be communicated timely and in the appropriate manner to TAB
- 2.9. Upon written notice deficient items have been corrected TAB will retest each item. In the event it is found uncorrected then additional charges may be imposed.
- 2.10. Drive replacement is excluded in this proposal. Drive replacement of the HVAC equipment is the contractor's responsibility per Division 23 specification.
- 2.11. Sound and Vibration measurements are not included in this proposal.
- 2.12. Duct Air Leakage Testing (DALT) witnessing of testing is included in this proposal. If included the pressure testing is the responsibility of the installing contractor and the TAB will be responsible for the witnessing of the tests.
- 2.13. Refrigeration system pressure testing is excluded in this proposal. Measurements and tests are the responsibility of the installing contractor.
- 2.14. Deliverables – TAB will provide the following deliverables:
 1. Reviews as specified
 2. Deficiency report and resolution record
 3. Final TAB Report

3. ADDITIONAL SERVICES

Additional Services are outside the scope of Basic Services and require separate written authorization by the Client. Additional Services include the following:

- Commissioning
- Design services
- Energy studies, economic analysis and life cycle cost analysis
- Services related to environmental studies or remediation
- Air quality testing and building purging
- Building envelope inspection with thermography

SAISD Burbank High School
Ms. Gamez
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4. **CLARIFICATIONS** - none

5. **EXCLUSIONS** - none

6. **COMPENSATION**

- 6.1. **Basic Services – Testing, Adjusting & Balancing:** One Hundred Forty Seven Thousand One Hundred Eighty Dollars (\$147,180.00), excluding any applicable taxes.
- 6.2. **Additional Services –** Compensation for Additional Services shall be in accordance with attached Exhibit A, 2019 Rate Schedule, unless otherwise agreed upon in writing.
- 6.3. **Reimbursable Expenses –** Travel expenses have been incorporated within the fixed fees referenced above.

7. **AGREEMENT**

7.1. Client and Engineer hereby enter into an Agreement comprised of this Proposal for Test, Adjust and Balance Services, attached Exhibit A, 2019 Rate Schedule, and attached Exhibit B, Terms and Conditions. Please acknowledge your acceptance with a signature in the space provided below, and return a copy to our office via mail, facsimile or digital media in pdf format.

Respectfully submitted,

Brian Keller, NEBB CP
Principal | Commissioning
Cleary Zimmermann Engineers, LLC
briank@clearyzimmermann.com

(Printed Name)

By _____
(Acceptance Signature)

(Title) (Date)



EXHIBIT A

CLEARY ZIMMERMANN ENGINEERS, LLC

2020 RATE SCHEDULE*

<i>Division</i>		<i>Rate</i>
Design	Principal	\$225
	Electrical Engineer	\$180
	Technology Design Consultant	\$175
	Mechanical Engineer	\$175
	Mechanical Designer	\$135
	Electrical Designer	\$145
	Plumbing Designer	\$130
	Construction Inspector	\$130
	Modeling Technician	\$115
Commissioning	Principal	\$225
	Project Manager	\$160
	Mechanical Engineer	\$175
	Electrical Engineer	\$180
	Field Technician	\$130
SCADA	SCADA Engineer	\$210
Administration	Clerical	\$90
	Accounting	\$135
Expenses	Cost plus 10% unless otherwise noted	

*Rates are subject to annual review.

General Terms & Conditions

Professional Services

1. **Acceptance** – These general terms and conditions govern the relationship between the San Antonio Independent School District (“SAISD”) and the professional services provider and are hereby made part of the Agreement between the SAISD and Provider. SAISD and Provider are collectively referred to as “parties”. Failure of the Provider to accept these terms and conditions will result in cancellation of consideration or award.
2. **Service Warranty** – Provider warrants and represents that all services to be provided SAISD under the Agreement will be fully and timely performed in a timely and good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the contract, and all applicable federal, state and local laws, rules or regulations. Provider may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so will be without force or effect. If the warranty is breached, Provider will promptly, upon receipt of demand, perform the services again in accordance with above standard at no additional cost to SAISD. All costs incidental to such additional performance will be borne by the Provider. If the Provider is unable or unwilling to perform its services in accordance with the above standard as required by SAISD, then in addition to any other available remedy, SAISD may reduce the amount of services it may be required to purchase under the Agreement, and purchase conforming services from other sources. In such event, the Provider will pay to SAISD upon demand the increased cost, if any, incurred by SAISD to procure such services from another source. Provider will serve in a fiduciary capacity for SAISD’s benefit. Provider acknowledges that SAISD has relied on Provider’s representation as a material inducement in entering into the Agreement.
3. **Provider’s Terms & Conditions** – Notwithstanding any language in Provider’s offer or subsequent submissions, a term or condition from the Provider (including, but not limited to, those in Provider’s corporate forms, statement of work, brochures, purchase order or sample contract forms) which (i) conflicts with SAISD’s general terms and conditions, (ii) interferes with the exercise of any SAISD term or condition, (iii) minimizes or limits Provider’s liability, or (iv) limits SAISD’s remedies or restricts the recourse to seek adequate and prompt remedy, will be void and of no effect, and the SAISD’s terms and conditions will prevail over any such Provider terms and conditions.
4. **Purchase Orders** – The Provider will not begin performance under the Agreement without a signed SAISD purchase order.
5. **Goods** – For any goods to be provided with the professional services, the following terms apply. *[Note For a transaction involving both professional services and goods valued, inseparably, at \$50,000 or more in the aggregate for a 12-month period, a competitive procurement process is required]*
 - A. Goods will be delivered F.O.B. point of destination, freight prepaid, unless otherwise specified in the purchase order. If a delivery is to be made to a location other than the SAISD’s Materials Management/Purchasing Department location, the delivery, at no additional charge, will be made inside to another SAISD facility in the room(s) designated. Provider is required to contact the school/department specified on the purchase order twenty-four (24) hours prior to delivery to confirm delivery place, date and time.
 - B. The SAISD has the right to inspect the goods at the point of delivery before acceptance. If the SAISD is unable to inspect the goods at the time of the delivery, the SAISD reserves the right to inspect and approve the goods within a reasonable time after delivery. Defective or nonconforming goods may be rejected and returned at Provider’s expense, and the Provider assumes all risk for damages incidental to the rejection of such goods.
 - C. The title and risk of loss of the goods shall not pass to the SAISD until the SAISD actually receives and accepts possession of the goods at the point or points of delivery.
 - D. If the Provider fails to deliver the quantity of goods in the manner specified in the Agreement, SAISD reserves the right, after giving Provider a reasonable opportunity to cure the deficiency, to purchase the goods on the open market. In such event, Provider agrees to allow SAISD to deduct the difference in the contracted price to the actual price from pending Provider invoices. If there is no outstanding invoice, the Provider will pay the difference to SAISD. This remedy is in addition to other remedies to which SAISD is entitled to under law or equity.
 - E. Provider warrants that it has good and indefeasible title to all goods furnished under the Agreement, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Provider warrants and represents that all goods sold to SAISD under the Agreement will be free from defects in design, workmanship or manufacture, and conform to any samples furnished by the Provider, to the terms and conditions of the Agreement, and to all applicable federal, state, and local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the solicitation, the goods will be new and not used or reconditioned. If the Provider is not the manufacturer, and the goods are covered by a separate manufacturer’s warranty, the Provider will transfer and assign such manufacturer’s warranty to SAISD. Provider may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law and any attempt to do so will be without force or effect. Unless otherwise specified in the Agreement, the warranty period will be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, the Provider will promptly upon receipt of demand either repair the non-conforming goods, or replace the non-conforming goods with fully conforming goods, at SAISD ‘s option and at no additional cost to SAISD. If the Provider is unable or unwilling to repair or replace defective or non-conforming goods as required by SAISD, then in addition to any other available remedy, SAISD may reduce the quantity of goods it may be required to purchase under the Agreement from the Provider and purchase conforming goods from other sources. In such event, the Provider will pay to SAISD upon demand the increased cost, if any, incurred by SAISD to procure such goods from another source. This remedy is in addition to other remedies to which SAISD is entitled to under law or equity.
6. **Debarment** – Provider hereby certifies to the following:
 - A. Provider and its principals are not currently suspended or debarred from doing business with the federal government, the State of Texas, or the SAISD.
 - B. Provider is not indebted to SAISD.

- C. [For payments from state funds or state-funded loans or grants]: "Under Section 231.006, Family Code, the Provider or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
7. **SAISD Policies, Procedures and Public Information** – This Agreement is subject to, and Provider will comply with, SAISD's Board Policies, regulations and administrative procedures. It is the responsibility of the Provider to ensure Provider's employees, agents and subcontractors adhere to SAISD's Policies. Provider agrees and acknowledges that documents submitted to SAISD may be subject to public disclosure under applicable open government laws.
8. **Term** – The term set forth in the Professional Services Agreement may be extended upon mutual agreement by the parties, subject to the specifications of any process to procure the service and necessary approvals from the respective governing bodies.
9. **Termination** – In addition to other bases for termination set forth in the Agreement, the Agreement may be terminated under the following circumstances.
- A. SAISD may cancel or terminate the Agreement for convenience upon 10 days' written notice. In the event of termination by SAISD for convenience prior to completion of the Services, Provider will only be entitled to receive just and equitable compensation for Services satisfactorily completed.
 - B. SAISD may terminate the Agreement at the end of each SAISD fiscal year if the SAISD's governing body does not appropriate funds necessary for payment under the Agreement.
 - C. Work under the Agreement may be terminated in whole or in part by the SAISD upon delivery to Provider of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of SAISD rights to cancel undelivered goods or services under the agreement.
 - D. Either party may terminate, upon notice to the other party, for a breach the Agreement or if a party becomes insolvent or begins bankruptcy or reorganization proceedings.

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

10. **Force Majeure** – The SAISD will not be liable for defaults or delays under the Agreement due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control. This provision will survive termination or expiration of the Agreement.
11. **Indemnification** – Provider will indemnify, defend (at SAISD's option), and hold SAISD (including SAISD's current and former officers, employees and agents) harmless from and against all Indemnified Claims arising out of or resulting from the fault of Provider or Provider's officers, employees, agents or subcontractors in the performance under the Agreement.
- "Indemnified Claims" means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorneys' fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness or death. "Fault" includes, but is not limited to, sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- This provision will not be deemed to limit the rights of SAISD or Provider against any third party which may be liable for an indemnified claim. This provision will survive termination or expiration of the Agreement.
12. **Gratuities** – SAISD may, by written notice to the Provider, terminate this Agreement without liability to Provider if it is determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Provider, or any agent or representative of the Provider, to any officer or employee of the SAISD, with a view toward securing a contract or securing special treatment with respect to the approval, amendment, renewal or the making of any determinations with respect to the Agreement.
13. **Discrimination** – In performing under the Agreement, the Provider will not discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion or disability.
14. **Invoice and Payment** – Advance payment will not be made. Unless otherwise directed by SAISD, Provider will submit separate invoices on each purchase order. Invoices will be made in a form and with supporting documentation as directed by SAISD. Unless otherwise specified in the Agreement, payment terms will be net thirty (30) days after receipt of a complete and timely invoice, unless a prompt payment discount is offered. All invoices must be delivered to: **San Antonio Independent School SAISD, Attn: Accounts Payable, 141 Lavaca Street, San Antonio, Texas 78210.** All invoices must reference a Purchase Order number assigned by SAISD.

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

- A. Defective or non-conforming goods delivered by Provider;
- B. Outstanding third-party claims against SAISD and related to Provider's performance or nonperformance under the Agreement, for which such claims are not covered by Provider's insurance required under the Agreement;
- C. Valid claims by Provider's subcontractors for unpaid labor, materials or equipment (to the extent not covered by a payment bond);

- D. Damage or loss to SAISD's property caused by Provider or its subcontractor which is not timely repaired or replaced by Provider or otherwise covered by Provider's insurance required under the Agreement;
- E. Failure of the Provider to promptly indemnify or defend SAISD as provided hereunder; or
- F. Failure by Provider to comply with a material provision in the Agreement.

15. **Tax Exemption** – The SAISD is tax exempt. Provider will not include tax in Provider's fees, price or invoice.
16. **Retention of and Access to Records** – Provider will retain and provide SAISD access to all records related to this Agreement. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive termination or expiration of the Agreement.
17. **Insurance** – Unless otherwise directed by SAISD, Provider will comply with following insurance provisions to the extent applicable.
- A. Provider shall not commence work until all insurance required under this section has been obtained and evidence (*i.e.*, an original certificate of insurance confirming coverage) of insurance has been submitted to and verified by the SAISD. Required insurance coverage must be written by an insurance company licensed to conduct business in the State of Texas, or listed as an eligible surplus lines carrier, as determined by the State Board of Insurance. In addition, the SAISD may consider the A.M. Best Rating of the insurance company to determine the company's acceptability to the SAISD.
 - B. Provider shall obtain and maintain insurance, with the exception of Worker's Compensation and Employer's Liability coverage, with the "San Antonio Independent School District" named as an additional insured. For Worker's Compensation and Employer's Liability, Provider will provide and maintain this coverage, and waive subrogation in favor of the SAISD. The certificate(s) of insurance must reflect the above-stated requirements.
 - C. Insurance coverage and liability limits shall be not less than the following:

COVERAGE	LIMITS
(i) COMPREHENSIVE AUTOMOBILE LIABILITY	\$500,000.00 CSL (Combined Single Limits) or \$250,000/\$500,000 BI/ \$100,000 PD BI=Bodily Injury, PD=Property Damage
Business (Commercial) Automobile Liability Insurance coverage is required for all owned, non-owned and hired vehicles. No deletions/exclusions from standard coverage form allowed without written consent from the SAISD.	
Must Include Owned, Hired, and Non-Owned Automobiles	
(ii) COMPREHENSIVE GENERAL LIABILITY EACH OCCURRENCE	\$500,000.00 CSL (Combined Single Limits) or \$500,000 BI/\$100,000 PD
General Aggregate	\$1,000,000.00
Independent Contractor Coverage (same as above) if subcontractors are used.	
FOR CONTRACTS VALUED AT \$25,000.00 OR MORE:	
In Addition to the Comprehensive General Liability requirements shown above, Excess Liability or Umbrella Policy in the amount of \$1,000,000.00 is required for contracts of \$25,000.00 or more, unless Comprehensive General Liability limits of \$1,500,000.00 or more for each occurrence can be provided as a substitute for the Excess Liability requirement.	
(iii) WORKER'S COMPENSATION INSURANCE - For persons providing services on a building or construction project, workers compensation insurance coverage is required within statutory limits.	
(iv) PROFESSIONAL LIABILITY - For performance of professional services, provide proof of errors and omissions coverage in the amount of not less than \$500,000.00.	

18. **Immunity** – By entering and performing under this Agreement, the SAISD does not intend to waive or diminish its sovereign or liability immunities, limits of liability or defenses to which it is entitled under law. This Agreement is not intended to create a joint enterprise for purposes of determining liability. This provision will survive termination or expiration of the Agreement.
19. **Assignment** – Provider's assignment of an interest in this Agreement or subcontracting an obligation under this Agreement to another party is ineffective unless SAISD gives its advance written consent.
20. **Notice** – Any notice required under the Agreement will be delivered in person, by overnight delivery, or by U.S. certified or registered mail, return receipt requested, addressed to the signatory at the address set forth in the Agreement. Such addressees and/or addresses may be changed from time to time by written notice of such change, given in accordance with these same provisions. A notice is deemed delivered upon actual receipt.

Provider Initials: BK 4.11.19
SAISD Initials: _____
Date: _____

21. **Applicable Law and Venue** – This Agreement, including performance and liabilities thereunder, will be governed by the laws of the State of Texas. The parties agree that the venue for any litigation arising from this Agreement will be mandatory and exclusive in San Antonio, Bexar County, Texas. This provision will survive termination or expiration of the Agreement.
22. **No Waiver** – No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of the Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the terms, conditions or agreements hereof to be performed by the other party hereto will not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.
23. **Independent Contractor** – The parties recognize that Provider is engaged as an independent contractor, and Provider acknowledges that SAISD will have no responsibility to provide Provider or its employees with transportation, insurance or other fringe benefits normally associated with employee status.
24. **Severability** – In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid or unenforceable provision had not been included herein, but only to the extent the purpose or intent of the Agreement is preserved.
25. **Attorneys' Fees** – The prevailing party in an action, in state or federal court, to enforce or interpret this Agreement is entitled to recover its reasonable attorneys' fees and court costs from the other party. If the SAISD is the prevailing party, Provider hereby agrees and authorizes the SAISD to deduct the attorneys' fees and court costs from amounts, if any, owed to Provider under the Agreement.
26. **Captions** – The captions of the Agreement are for convenience only and will not be considered in resolving questions of interpretation, construction or enforcement.

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Professional HVAC Commissioning Services for Tafolla Middle School renovations provided by MEP Engineering, Inc.

2. How will goods and/or services be used? (List Campus/Grades impacted): HVAC Commissioning for renovations related to the 2016 bond project at Tafolla Middle School.

3. Submitted by: Kedrick wright Department: Construction & Development Services Date: 01/08/2021
Printed Name Department Date

4. Recommended Vendor(s): Company Name: MEP Engineering, Inc.
Address: 9830 Colonnade Blvd., Suite 230
City/State/Zip: San Antonio, Texas 78230
Phone No: (210) 349-1400
Point of Contact: Joshua Peterson
E-mail Address: jpeterson@mepengineering.com
(Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: RFQ #17-019(BM)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 12/31/2022
 Other

6. Purchase valid from: 3/2/2021 through: 12/20/2021

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

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 112,000
Approximately

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

Provide Budget Codes & Descriptions: _____
651-81-6629-xx-xxx-7-99-000

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



12. Additional Impact:

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

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

<u>Kedrick Wright</u>	kedrick wright	1/13/2021
Requestor Signature	Type Name	Date

<hr/>	Type Name	Date
Sr. Executive Director/Executive Director Signature		

<hr/>	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature		

<hr/>	Type Name	Date
Deputy Superintendent Signature		

<u>Kim Tocci</u>	Kim Tocci	1/13/2021
Assistant Director, Procurement Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Willie J. Burroughs</u>	Willie Burroughs	1/13/2021
Chief Operations Officer, Operations Services Division Signature	Type Name	Date

<u>Larry D. Garza</u>	Larry Garza	1/22/2021
Associate Superintendent, Financial Svcs. & Bus. Operations Signature	Type Name	Date

<hr/>	Dr. Kenneth Thompson	Date
Chief Technology Officer, Technology & MIS Signature	Type Name	

<hr/>	Mohammed A. Choudhury	Date
Chief Strategy, Talent, & Innovation Officer Signature	Type Name	

<hr/>	Lorena Rios	Date
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	

Revised: November 9, 2020

Reviewed By: RC



ENGINEERING, INC.

AUSTIN
1120 Capital of Texas Hwy, S.
Building 1, Suite 150
Austin, Texas 78746
512 306 9650

SAN ANTONIO
9830 Colonnade Blvd
Suite 230
San Antonio, Texas 78230
210 349 1400

May 1, 2020

Mr. David Limon
Construction & Development Services
San Antonio Independent School District
1270 Summit
San Antonio, TX 78201

**Re: San Antonio ISD Tafolla Middle School 2016 Bond – Classroom Remodel
Proposal to Provide Commissioning Services**

Dear Carlos:

Thanks for this opportunity to be a part of your team on the above referenced project. We propose to perform the HVAC, lighting and plumbing commissioning services, as outlined in our attached scope of work, for a lump sum fee of \$112,000.

This letter, our attached scope of work, and our standard Hourly Rate Schedule form the Agreement for the project. Please sign (including your title) and date this letter showing your acceptance of the Agreement. Please return a signed copy to us for our records. This proposal is good for 30 days provided work commences within 90 days of this letter.

We are committed to maintaining the completion schedule developed by the contractor.

Please let me know if you have any questions.

Sincerely,

Joshua T. Peterson, P.E.
Principal

**SALLI, TERRY
JOSEPH**

Digitally signed by SALLI, TERRY JOSEPH
DN: dc=net, dc=saisd, ou=Departments,
ou=Construction and Development,
ou=Users, cn=SALLI, TERRY JOSEPH
Date: 2020.12.11 13:09:15 -06'00'

Kedrick Wright, Deputy
Chief Operations Officer

Digitally signed by Kedrick
Wright, Deputy Chief Operations
Officer
Date: 2021.01.08 10:20:35 -06'00'

Accepted by: _____

Print Name / Title: _____

Date: _____

MEP COMMISSIONING SCOPE OF WORK

MEP ENGINEERING INC. will provide customary commissioning services for normally required mechanical, plumbing, and electrical systems, as further described below.

1. Commissioning Project Description: Scope of work to be approximately as follows per conformed construction documents dated March 20, 2019.
 - a. HVAC, electrical and plumbing commissioning services will be provided in compliance with requirements set forth in C408.3 of the International Energy Code (IECC).
 - b. Exclusions:
 - i. Commissioning services to comply with the more extensive requirements of LEED, or any other sustainable rating systems. If desired, this service can be provided as an additional service.
 - ii. Testing, adjusting, and balancing (TAB) services for HVAC systems. TAB services required by the IECC are assumed to be provided by others.
 - iii. Completion of envelope compliance statements, as required by the IECC.
 - iv. Completion of equipment rebate applications forms for utility providers or any other governmental agency.
2. Equipment to be Commissioned: Based on a review of the design drawings designed by O'Connell Robertson, we propose to include the following equipment in our scope of work.
 - a. (4) air cooled chillers.
 - b. (1) hot water boiler
 - c. (2) outside air units.
 - d. (6) chilled/heating water pumps.
 - e. (2) VRF heat recovery units.
 - f. (6) hydronic AHUs.
 - g. Approximately 20% of (50) VAV boxes.
 - h. (6) mini-split systems.
 - i. (7) unit heaters.
 - j. Approximately 20% of (17) fans.
 - k. Lighting control systems.
 - l. Domestic hot water recirculation and heating systems.
3. Commissioning Activities:
 - a. Equipment Functional Testing: MEP will test the designated equipment to verify the correct installation and operation of components, systems, and system-to-system interfacing relationships in accordance with approved plans and specifications. This demonstration is to prove the operation, function, and maintenance serviceability for each of the Commissioned systems. Testing shall include all modes of operation, including:
 - i. All modes as described in the Sequence of Operation.
 - ii. Redundant or automatic back-up mode.
 - iii. Performance of alarms.
 - iv. Mode of operation upon a loss of power and restored power.
 - b. Controls Functional Performance Testing: MEP will test the HVAC control systems for each piece of equipment listed above. Drawings specify a central DDC system.
4. Deliverables:
 - a. Preliminary Commissioning Report: MEP will develop a preliminary report of commissioning test procedures and results to be provided to the Owner. It is the Owner's responsibility to submit this report to the City of San Antonio in order to obtain the certificate of occupancy. The report shall be identified as "Preliminary Commissioning Report" and shall identify the following:
 - i. Itemization of deficiencies found during testing required by this section which have not been corrected at the time of report preparation.

- ii. Deferred tests which cannot be performed at the time of report preparation due to climatic or occupancy conditions.
 - iii. Climatic conditions required for performance of the deferred tests.
 - b. Final Commissioning Report: MEP will develop a Final Commissioning Report to be provided to the Owner. A complete report of test procedures and results identified as "Final Commissioning Report" shall include:
 - i. Results of all Functional Performance Tests.
 - ii. Disposition of all deficiencies found during testing, including details of corrective measures used or proposed.
 - iii. All Functional Performance Test procedures used during the commissioning process including measurable criteria for test acceptance, provided for repeatability.
 - c. Format: MEP will provide two (2) printed and bound hard copies of each commissioning report described above as well as a PDF electronic file.
 - d. Exclusions:
 - i. Deferred tests that cannot be performed at the time of report preparation due to climatic or occupancy conditions. If desired, such additional testing can be provided as an additional service.
 - ii. Creation of documents indicating the location and performance data for any piece of equipment.
 - iii. Production and/or compilation of operating and maintenance manuals.
 - iv. Development of formal punch lists to be completed by the Contractor.
- 5. Document Requirements:
 - a. At the start of the construction phase, you will furnish us with a complete set of final construction documents including design drawings and specifications.
- 6. Contractor Responsibilities:
 - a. The Contractor is responsible for ensuring that all HVAC equipment is fully operational prior to the start of equipment and controls functional testing.
 - b. The Contractor will provide MEP Engineering with a document stating that all equipment is in operation and that Contractor pretesting of systems, components, and sequences has been completed with all deficiencies resolved.
 - c. The Contractor will be present during the entire commissioning process to fully support the testing activities of the commissioning agent. Contractor responsibilities during this phase include, but are not limited to, manipulation of the HVAC controls system, troubleshooting and resolution of equipment issues identified by the Cx Agent, witnessing of HVAC performance testing, and failure to resolve outstanding deficiencies identified in the Preliminary Commissioning Report.
 - d. In the event that the Commissioning Agent is substantially delayed due to the Contractor failing to fulfill any of the above responsibilities, MEP Engineering may invoice for additional services based on the attached hourly rate schedule. Examples of delays not caused by us might include HVAC equipment and/or controls system not being fully operational, and failure of Contractor to furnish a knowledgeable representative to manipulate the HVAC controls system in support of functional performance testing activities.
- 2. Design Meetings:
 - a. We include attendance at project and coordination meetings when our portion of the work is discussed.
 - b. We exclude attendance at project and coordination meetings when our portion of the work is not on the agenda.
 - c. We include a commissioning kickoff meeting.
 - d. We include attendance at up to three project/coordination meetings with the contractor to address commissioning activities.
- 3. Professional Liability:

- a. We propose to limit our professional liability to the value of our contract.
 - b. We can furnish a certificate of insurance upon request.
4. Payment:
- a. We will submit invoices monthly, based on the percentages of commissioning services completed.
 - b. Payment will be due within 30 days of the date of the invoice.
5. Reimbursables:
- a. Mileage to project coordination meetings, project review meetings and sites will be reimbursable at actual cost plus 10%. We reimburse our employees on a per mile basis, following IRS guidelines.
 - b. Travel time to project coordination meetings, project review meetings and sites is included.
 - c. Printing and reproduction of review sets of drawings and specifications will be reimbursable at actual cost plus 10%.
 - d. The sending party will pay for deliveries between our offices. Deliveries for which we pay will be reimbursed at actual cost plus 10%.
6. Additional Services:
- a. We will perform work beyond the scope included above on an hourly basis, upon written confirmation by you, using the attached hourly rate schedule.

MEP ENGINEERING, INC.

ADDITIONAL SERVICES HOURLY RATE SCHEDULE

Effective January 1, 2019

Principal	206.00
Sr. Professional Engineer	180.00
Professional Engineer	138.00
Commissioning Agent	158.00
Construction Admin. Tech.	111.00
Graduate Engineer / EIT	97.00
Senior Designer	127.00
Designer	78.00
CAD Technician	86.00
Clerical	83.00

Outside consultants will be billed at actual cost plus 10%.
Rates are subject to adjustment on January 1 of each subsequent year.

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Professional Environmental Services for Tafolla Middle School renovations provided by TTL, Inc.

2. How will goods and/or services be used? (List Campus/Grades impacted): The environmental services will include asbestos abatement, air testing and monitoring and lead paint and mold survey.

3. Submitted by: Kedrick Wright Department: Construction & Development Services Date: 01/08/2021
Printed Name Department Date

4. Recommended Vendor(s): Company Name: TTL, Inc.
Address: 17215 Jones Maltsberger Road
City/State/Zip: San Antonio, Texas 78247
Phone No: (210) 888-6100
Point of Contact: Nicolas Espino
E-mail Address: nespino@ttlusa.com
(Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: RFQ #17-019(BM)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 12/31/2022
 Other

6. Purchase valid from: 3/2/2021 through: 12/20/2021

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

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 60,780.00
Approximately

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

Provide Budget Codes & Descriptions: _____
651-81-6629-XX-XXX-7-99-000

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



12. Additional Impact:

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

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

<u>Kedrick Wright</u>	Kedrick Wright	1/13/2021
Requestor Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
Sr. Executive Director/Executive Director Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
Deputy Superintendent Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
<u>Kim Tocci</u>	Kim Tocci	1/14/2021
Assistant Director, Procurement Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Willie J. Burroughs</u>	Willie Burroughs	1/14/2021
Chief Operations Officer, Operations Services Division Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
<u>Larry D. Garza</u>	Larry Garza	1/22/2021
Associate Superintendent, Financial Svcs. & Bus. Operations Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
<u>Dr. Kenneth Thompson</u>	Dr. Kenneth Thompson	Date
Chief Technology Officer, Technology & MIS Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
<u>Mohammed A. Choudhury</u>	Mohammed A. Choudhury	Date
Chief Strategy, Talent, & Innovation Officer Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
<u>Lorena Rios</u>	Lorena Rios	Date
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: November 9, 2020

Reviewed By: RC



17215 Jones Maltsberger Rd.
Suite 101
San Antonio, TX 78247
210.888.6100
www.TTLUSA.com

December 16, 2020

Mr. Terry J. Salli
Project Manager, Planning & Construction
SAISD Construction Services
3031 IH West, Suite 300
San Antonio, Texas 78201

P: 210.788.8321
E: tsalli1@saisd.net

RE: Agreement for Services
Environmental Services
Tafolla Middle School
1303 W Cesar E. Chavez Boulevard
San Antonio, Texas 78207

Dear Mr. Salli:

TTL, Inc. (*TTL*) appreciates the opportunity to submit this agreement of services to provide environmental consultation for the above referenced project.

If the enclosed agreement of services meets your approval, please sign and return a copy for our files. Should you have any questions during your review of the agreement, please do not hesitate to contact me via telephone at (210) 888-6100 or email at nespino@ttlusa.com. We look forward to the opportunity to work with you.

Respectfully Submitted,

TTL, Inc.

A handwritten signature in black ink that reads "Nicolas Espino".

Nicolas Espino
Project Professional
Environmental Services Group

A handwritten signature in black ink that reads "Justin Clemens".

Justin Clemens
Business Development Manager
Environmental Services Group

AGREEMENT OF SERVICES

CLIENT: San Antonio Independent School District **DATE OF ISSUE:** December 16, 2020

PROJECT: Tafolla Middle School
1303 W Cesar E. Chavez Boulevard
San Antonio, Texas 78207

This agreement of services is made and entered into by and between the Client named above and TTL, Inc. ("Consultant" or "TTL"). TTL will provide the Services selected below (*please check the box below*):

- Asbestos Abatement Management & Air Monitoring (60 Days) .. \$46,225.00**
- Lead Based Paint Survey \$1,357.50**
- Lead Clearance Sampling \$9,585.00**
- Cafeteria Limited Mold Assessment \$1,710.00**
- Asbestos Abatement Management & Air Monitoring (2 Days) \$1,902.50**

- TOTAL FOR ENVIRONMENTAL SERVICES..... \$60,780.00**

Kedrick Wright,
Deputy Chief
Operations Officer
Digitally signed by Kedrick Wright, Deputy Chief
Operations Officer
Date: 2021.01.08 10:08:33 -06'00'

SALLI, TERRY JOSEPH
Digitally signed by SALLI, TERRY JOSEPH
DN: dc=net, dc=salsd, ou=Departments,
ou=Construction and Development,
ou=Users, cn=SALLI, TERRY JOSEPH
Date: 2020.12.17 12:36:26 -06'00'



EXHIBIT A: SERVICES

Asbestos Abatement Management and Air Monitoring:

TTL will provide Licensed Asbestos Air Monitor and Project Manager for 60 days during all Phases of abatement management at Tafolla Middle School. Abatement will include the phased removal of asbestos containing vinyl composition tile (VCT) flooring with associated mastics, pipe wrap, vibration dampeners from mechanical rooms, cementitious corrugated panels from rooftop HVAC units, and exterior water proofing mastic behind brick veneers. Any new suspect containing ACM (for example inside wall cavities, below flooring, etc.) will need to be sampled and is not included in the pricing below. TEM Clearance samples analyzed by a third party as required by the AHERA. TTL will provides, final close out reports and the asbestos abatement specification and all necessary documents once abatement has been successfully completed.

Item	Rate		Markup	Rate	Quantity	Total Cost
ASBESTOS SERVICES, AIR MONITOR TECHNICIAN, 10-HOUR SHIFT	\$ 550.00	DAY	0.00%	\$ 550.00	60	\$ 33,000.00
ASBESTOS SERVICES, TEM CLEARANCE SAMPLES - SAME DAY RUSH	\$ 108.50	EA	0.00%	\$ 108.50	50	\$ 5,425.00
ASBESTOS SERVICES, TEXAS DEPARTMENT OF STATE HEALTH SERVICES, ASBESTOS INDIVIDUAL CONSULTANT - Ongoing Project Management	\$ 130.00	HR	0.00%	\$ 130.00	60	\$ 7,800.00
Total cost for asbestos abatement at Tafolla Middle School						\$ 46,225.00
						\$ TOTAL: 46,225.00



Lead Based Paint Survey:

TTL will provide a Lead Risk Assessor inspector to assess and sample all suspect lead-based paint at Tafolla Middle School of areas to be disturbed during upcoming renovation activities. Samples of lead-based paint will be collected as needed from the Site. TTL is estimated a total of 14 samples to be collected. The samples will be sent to an offsite lab for analysis. The standard turnaround time for the lead-based paint samples is five to seven business days. Once the lab data is received, TTL will write the lead-based paint survey report that will include all lab data and any abatement recommendations based on that data. The report will include a site plan of where any lead-based paint is present. If additional samples are required, the standard price of \$40.00 each will be added to the total.

Item	Rate		Markup	Rate	Quantity	Total Cost
LBP Bulk Samples	\$ 40.00	/EA	0.00%	\$ 40.00	15	\$ 600.00
Lead Risk Assessor	\$ 155.00	/Hour	0.00%	\$ 155.00	1.5	\$ 232.50
CAD Tech	\$ 75.00	/Hour	0.00%	\$ 70.00	2.5	\$ 175.00
Lead Inspector	\$ 70.00	/Hour	0.00%	\$ 70.00	5	\$ 350.00
					TOTAL:	\$ 1,357.50

Lead Clearance Sampling:

TTL will provide a Lead Risk Assessor Inspector to conduct a clearance sampling of areas undergoing Lead Abatement at Tafolla Middle School. TTL will provide the complete Lead Clearance Report, laboratory data, and chain of custody. TTL estimates 97 samples to be collected in 12 separate site visits to confirm successful lead abatement for all phases.

Item	Rate		Markup	Rate	Quantity	Total Cost
Lead Wipe Samples	\$ 40.00	/EA	0.00%	\$ 40.00	97	\$ 3,880.00
Lead Risk Assessor	\$ 155.00	/Hour	0.00%	\$ 155.00	5	\$ 775.00
Lead Inspector	\$ 70.00	/Hour	0.00%	\$ 70.00	44	\$ 3,080.00
Lead Clearance Report	\$ 1,850.00	/LS	0.00%	\$ 1,850.00	1	\$ 1,850.00
					TOTAL:	\$ 9,585.00

Cafeteria Limited Mold Assessment:

TTL will provide a Licensed Mold Assessment Technician to conduct an inspection on the impacted HVAC ducts in the Cafeteria and Library at Tafolla Middle School. Relative humidity and moisture meter readings will be collected. Up to five surface samples will be collected. Based on the observations and lab data, a Mold Assessment Consultant will prepare a Mold Remediation Protocol. TTL will provide the complete Limited Mold Assessment or Mold Remediation Protocol at the standard turnaround time of three business days.

Item	Rate		Markup	Rate	Quantity	Total Cost
Mold Samples - Surface NEXT DAY RUSH	\$ 155.00	/EA	0.00%	\$ 155.00	5	\$ 775.00
Mold Assessment	\$ 500.00	/LS	0.00%	\$ 500.00	1	\$ 500.00
Mold Assessment Technician	\$ 70.00	/Hour	0.00%	\$ 70.00	4	\$ 280.00
Mold Assessment Consultant	\$ 155.00	/Hour	0.00%	\$ 155.00	1	\$ 155.00
					TOTAL:	\$ 1,710.00

Asbestos Abatement Management and Air Monitoring:

TTL will provide Licensed Asbestos Air Monitor and Project Manager for 2 days during the abatement management at Tafolla Middle School. Abatement will include the removal of asbestos containing exterior water proofing mastic behind brick veneers. Any new suspect containing ACM (for example inside wall cavities, below flooring, etc.) will need to be sampled and is not included in the pricing below. TEM Clearance samples analyzed by a third party as required by the AHERA. TTL will provide, final close out reports and the asbestos abatement specification and all necessary documents once abatement has been successfully completed.

Item	Rate		Markup	Rate	Quantity	Total Cost
ASBESTOS SERVICES, AIR MONITOR TECHNICIAN, 10-HOUR SHIFT	\$ 550.00	DAY	0.00%	\$ 550.00	2	\$ 1,100.00
ASBESTOS SERVICES, TEM CLEARANCE SAMPLES - SAME DAY RUSH	\$ 108.50	EA	0.00%	\$ 108.50	5	\$ 542.50
ASBESTOS SERVICES, TEXAS DEPARTMENT OF STATE HEALTH SERVICES, ASBESTOS INDIVIDUAL CONSULTANT - Ongoing Project Management	\$ 130.00	HR	0.00%	\$ 130.00	2	\$ 260.00
Total cost for asbestos abatement at Tafolla Middle School						\$ 1,902.50
						\$ TOTAL: 1,902.50

COMPENSATION

For the services outlined in Exhibit A above, the fee for our services will be a Lump Sum:

- Asbestos Abatement Management & Air Monitoring (60 Days) .. \$46,225.00
- Lead Based Paint Survey \$1,357.50
- Lead Clearance Sampling \$9,585.00
- Cafeteria Limited Mold Assessment \$1,710.00
- Asbestos Abatement Management & Air Monitoring (2 Days) \$1,902.50

- TOTAL FOR ENVIRONMENTAL SERVICES \$60,780.00

CLIENT AND CONSULTANT, WITH MUTUAL CONSENT, HEREBY EXECUTE THIS AGREEMENT TO BE EFFECTIVE AS OF THE DATE OF ISSUE NOTED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS STATED AND THE PROVISIONS SET FORTH HEREIN.

Client: _____	Consultant: TTL, Inc.
By: _____	By: <i>Nicolas Espino</i>
Name: _____	Name: Nicolas Espino
Title: _____	Title: Project Professional Environmental Services Group
Email: _____	Email: nespino@ttlusa.com
Telephone: _____	Telephone: 210 888-6100
Cell: _____	Facsimile: 210 888-6101
Address: _____	Address: 17215 Jones Maltsberger Road San Antonio, Texas 78247
Date Signed: _____	Date Signed: December 16, 2020



EXHIBIT B: PROFESSIONAL SERVICES AGREEMENT

1. **TTL PROJECT NAME:** Tafolla Middle School – Environmental Services
This Agreement made and entered into on December 16, 2020 by and between TTL, Inc., hereinafter called “Consultant” and San Antonio Independent School District hereinafter called “Client”, is for the services described under this Agreement.

SCOPE OF SERVICES: Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. TTL will provide Environmental Services for the Site listed above.

2. **ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
4. **COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$ N/A with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.

5. **THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's

and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. **For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.** Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

6. **LIMITATION OF LIABILITY:** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **INDEMNIFICATION:** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. Indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by Client, contractors, subcontractors, or others whether or not Consultant provides services related to such activities.

8. **STANDARD OF CARE (WARRANTY):** The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.
9. **INSURANCE:** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
11. **OPINIONS OF COST:** Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
12. **SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.
13. **TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be

responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and Consultant explicitly is not responsible for their means and methods.

14. **SAMPLE DISPOSITION:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's sub-consultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **UNFORESEEN CIRCUMSTANCES:** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.
16. **UTILITIES:** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible

for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.

17. **SITE ACCESS AND SAFETY:** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.
18. **OWNERSHIP OF DOCUMENTS:** All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
19. **WAIVER:** Any failure by either Consultant or Client to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant or Client may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
20. **DISPUTE RESOLUTION:** In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, surveyor, or geologist licensed in the jurisdiction in which the work in question was performed indicating that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator shall be shared equally by the parties with proceedings to be held in San Antonio, Texas. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
21. **GOVERNING LAW:** Client and Consultant agree this Agreement and any legal actions related to its validity, interpretation and performance shall be governed by and according to laws of the state of Texas
22. **SURVIVAL:** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

23. **TERMINATION:** This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated by either party, regardless of reason, Client shall pay TTL compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination. This Agreement shall remain in effect until completion of proposed scope of services unless terminated as provided herein, or extended by mutual agreement in writing.
24. **SEVERABILITY:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

End of Exhibit B

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: SAISD is seeking Dedicated Internet Access service that includes the internet bandwidth and transport via leased lit fiber at 20GB to service our increased device count throughout the District.

2. How will goods and/or services be used? (List Campus/Grades impacted): Internet service will be housed at the District's Network Operation Center at 4700 Quarry Run, 78259 and service District office and campuses.

3. Submitted by: Dr. Kenneth Thompson 950-Information Technology 01/22/2021
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Grande Communication LLC
Address: 401 Carlson Cir
City/State/Zip: San Marcos, TX 78666
Phone No: 512-220-3309
Point of Contact: Ryan Thompson, SR. Director of Business Services
E-mail Address: Ryan.thompson@mygrande.com
(Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP# 20-042 (RC)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 3/1/2024
 Other

6. Purchase valid from: 3/2/2021 through: 3/1/2024

7. For Competitive Purchases Only: Renewals: Yes No
No. of Renewals: two (2) additional one years

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 131220 -3yrs
Approximately

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

Provide Budget Codes & Descriptions: _____
199-51-6256-89-950-2-99-0-81 (No GL yet) Monthly cost: \$3645, not including tax/fees Annual cost: \$43740. If awarded E-Rate (USAC) will fund up to 90% of eligible cost. Service/billing will begin July 1, 2021 in the new fiscal year


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



12. Additional Impact:

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

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

	Kenneth J. Thompson	1/22/2021
Requestor Signature	Type Name	Date
<hr/>		
Sr. Executive Director/Executive Director Signature	Type Name	Date
<hr/>		
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<hr/>		
Deputy Superintendent Signature	Type Name	Date
<i>Kim Tocci</i>	Kim Tocci	1/22/2021
Assistant Director, Procurement Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<i>Willie J. Burroughs</i>	Willie Burroughs	1/22/2021
Chief Operations Officer, Operations Services Division Signature	Type Name	Date
<i>D. Carreon</i>	Dottie Carreon	1/22/2021
Associate Superintendent, Financial Svcs. & Bus. Operations Signature	Type Name	Date
Deputy CFO - signed in place of Larry Garza, CFO	Larry Garza	
	Dr. Kenneth Thompson	
Chief Technology Officer, Technology & MIS Signature	Type Name	Date
<hr/>		
	Mohammed A. Choudhury	
Chief Strategy, Talent, & Innovation Officer Signature	Type Name	Date
<hr/>		
	Lorena Rios	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: November 9, 2020

Reviewed By: RC

		E-Rate Eligible	E-Rate Eligible
	Product	Monthly Recurring Cost	Annual Cost
ENA	20Gbps	\$9,800.00	\$117,600.00
Grande Communications	20Gbps	\$3,645.00	\$43,740.00
UPN	20Gbps	\$6,000.00	\$72,000.00
Zayo	20Gbps	\$5,900.00	\$70,800.00

E-Rate Eligible	E-Rate Ineligible
Full Three Year Term Cost	Monthly Recurring Cost
\$352,800.00	-
\$131,220.00	-
\$216,000.00	-
\$212,400.00	\$7,500.00



20-042(RC) - (E-RATE) Dedicated Internet Service
Scoring Summary

Active Submissions

Supplier	7.00 pts	7.25 pts	7.10 pts	7.15 pts	7.15 pts	7.20 pts	7.19 pts	7.00 pts	7.6 pts	7.0 pts
Total	A - Preliminary Scoring	A-1 - 1. E-Rate Eligible Cost Price	A-2 - 2. E-Rate Ineligible Cost Price	A-3 - 3. Reputation of the Vendor and of the Vendor's Goods or Services	A-4 - 4. Quality of the Vendor's Goods or Services	A-5 - 5. Extent to which the Goods or Services meet the District's Needs	A-5 - 6. Vendor's Past Relationship with the District	A-7 - 7. For a contract for goods and services, other than goods and services related to Telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owners (A) has its principal place of business in this state, or (B) employs at least 500 persons in this state	A-8 - 8. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses (HUB)	A-9 - 9. Any other relevant factor specifically listed in the request for bids or proposals.
Grande Communications LLC	84	25 (\$3,645.00)	10 (\$1)	9	15	20	5	0	0	0
Zayo Group, LLC	78.44	15.44 (\$5,900.00)	10 (\$1)	14	15	19	5	0	0	0
ENA Services, LLC	77.3	9.298 (\$9,800.00)	10 (\$1)	15	15	19	9	0	0	0
Unitel Private Networks	76.19	15.19 (\$6,000.00)	10 (\$1)	12	15	19	5	0	0	0

Eliminated Submissions

Supplier	7.25 pts	7.10 pts	7.15 pts	7.20 pts	7.19 pts	7.6 pts	7.0 pts			
Total	A - Preliminary Scoring	A-1 - 1. E-Rate Eligible Cost Price	A-2 - 2. E-Rate Ineligible Cost Price	A-3 - 3. Reputation of the Vendor and of the Vendor's Goods or Services	A-4 - 4. Quality of the Vendor's Goods or Services	A-5 - 5. Extent to which the Goods or Services meet the District's Needs	A-6 - 6. Vendor's Past Relationship with the District	A-7 - 7. For a contract for goods and services, other than goods and services related to Telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner (A) has its principal place of business in this state, or (B) employs at least 500 persons in this state	A-8 - 8. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses (HUB)	A-9 - 9. Any other relevant factor specifically listed in the request for bids or proposals.
Charter Communications Operating, LLC										

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: SAISD is seeking Cisco 9100 series wireless access points (AP) to replace the District's outdated fleet of APs.

2. How will goods and/or services be used? (List Campus/Grades impacted): SAISD will upgrade the wireless access points of up to 56 campuses, which will enhance the wireless speed, and other technological capabilities at these campuses.

3. Submitted by: Dr. Kenneth Thompson, 950-Information Technology, 01/15/2021. Includes fields for Printed Name, Department, and Date.

4. Recommended Vendor(s): Company Name: Netsync Network Solutions, Address: 9901 I.H. 10 west, Suite 800, City/State/Zip: San Antonio, TX 78230, Phone No: 210.663.1148, Point of Contact: Account Manager: David Tijerina, E-mail Address: dtijerina@netsync.com. Includes a note to use a separate sheet for multiple vendors.

5. Selection Method Used: (check one). Options include Competitive Purchase (RFP, RFQ, IFB), Purchasing Coop, Interlocal, Professional Services, Sole Source, and Other. Includes fields for Contract #, Coop Name / Contract #, and Contract Expiration Date (3/1/2022).

6. Purchase valid from: 3/2/2021 through: 3/1/2022

7. For Competitive Purchases Only: Renewals: Yes [X] No [], No. of Renewals: four (4) additional 1 years

8. Type of Request: (check one). Options include One-Time Purchase, Purchase throughout the school year or on an "as needed" basis, and Expenditure. [X] is marked for Purchase throughout the school year or on an "as needed" basis.

9. Total Cost for Goods and/or Services to be Purchased: \$ 3479100.40. Includes the word 'Approximately'.

10. Funding Source(s) - check all that apply: Federal [], State [], Local [], Bond [X]

Provide Budget Codes & Descriptions: 671-53-6399-65-XXX-1-99-E21..Once awarded, E-Rate (USAC) will fund up to 85% of the eligible cost. Mr. Garza has approved this budget code. The account is being prepared. Additional information is attached.


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



12. Additional Impact:

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

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

<u></u>	Kenneth J. Thompson	1/20/2021
Requestor Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
Sr. Executive Director/Executive Director Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
Deputy Superintendent Signature	Type Name	Date
<u>Kim Tocci</u>	Kim Tocci	1/19/2021
Assistant Director, Procurement Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Willie J. Burroughs</u>	Willie Burroughs	1/20/2021
Chief Operations Officer, Operations Services Division Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
<u>Larry D. Garza</u>	Larry Garza	1/22/2021
Associate Superintendent, Financial Svs. & Bus. Operations Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
<u>Dr. Kenneth Thompson</u>	Dr. Kenneth Thompson	Date
Chief Technology Officer, Technology & MIS Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
<u>Mohammed A. Choudhury</u>	Mohammed A. Choudhury	Date
Chief Strategy, Talent, & Innovation Officer Signature	Type Name	Date
<hr/>	<hr/>	<hr/>
<u>Lorena Rios</u>	Lorena Rios	Date
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Revised: November 9, 2020

Reviewed By: RC

RFP#20-044 Wireless Access Points

	Total Campus Hardware Cost	Total Campus Service Cost (Turn-key, Installation, Configuration, Post Install Survey)	Wireless Survey (Planner/Predictive) Cost	Total Campus Project Cost
Swordcon	\$6,494,147.97	\$229,640.00	\$72,000.00	\$6,795,787.97
Netsync	\$3,150,205.60	\$328,894.80	Included	\$3,479,100.40
CIS	\$9,015,288.16	\$187,578.00	Included	\$9,025,114.16
Presidio	\$4,347,137.02	\$876,910.04	\$127,293.00	\$5,351,340.06
Computer Solutions	\$2,069,131.33	\$320,215.00	\$68,000.00	\$2,457,346.33



20-044 (VC) - (E-RATE) Wireless Access Point Replacement Scoring Summary

Active Submissions

Supplier	/ 100 pts	/ 25 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 5 pts	/ 6 pts	/ 5 pts	/ 5 pts	/ 5 pts	/ 20 pts
Total	A - Preliminary Scoring	A-1 - E-Rate Eligible Cost Price	A-2 - E-Rate Ineligible Cost Price	A-3 - Reputation of the Vendor and of the Vendor's Goods or Services	A-4 - Quality of the Vendor's Goods or Services	A-5 - Vendor's Past Relationship with the District	A-6 - Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses (HUB)	A-7 - Any other relevant factor specifically listed in the request for bids or proposals.	A-8 - The total long term cost to the district to acquire the vendor's goods or services	A-9 - Extend to which the Goods or Services meets the District's needs			
Netsync Network Solutions	83.66	17.66 (\$3,479,100.40)	10 (\$1)	10	10	5	6	0	5	5	20		
Computer Solutions	72	25 (\$2,457,346.33)	10 (\$1)	0	10	5	6	0	1	15			
Consolidated Installation Support, LLC	62.81	6.807 (\$9,025,114.16)	10 (\$1)	0	10	5	6	0	5	20			
SWORDCON SOLUTIONS	62.04	9.04 (\$6,795,787.97)	10 (\$1)	3	10	5	0	0	5	20			
PRESIDIO	61.48	11.48 (\$5,351,340.06)	10 (\$1)	0	10	5	0	0	5	20			

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: SAISD is seeking Cisco 9500 fiber switches or equivalent to replace the district's Cisco 6807 fleet of catalysts to fulfill the connection between the MDF and IDF's within the listed campuses.

2. How will goods and/or services be used? (List Campus/Grades impacted): The Cisco 9500 fiber switches will be installed in 9 SAISD High Schools.

3. Submitted by: Dr. Kenneth Thompson 950-Information Technology 01/22/2021
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Netsync Network Solutions
Address: 9901 I.H. 10 West, Suite 800
City/State/Zip: San Antonio, TX 78230
Phone No: 210.663.1148
Point of Contact: Account Manager: David Tijerina
E-mail Address: dtijerina@netsync.com
(Use a separate sheet to identify multiple vendors)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP #20-046 (VC)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 3/1/2022
 Other

6. Purchase valid from: 3/2/2021 through: 3/1/2022

7. For Competitive Purchases Only: Renewals: Yes No
No. of Renewals: four (4) additional one years

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 505745.40
Approximately

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

Provide Budget Codes & Descriptions: 671-53-6399-65-XXX-1-99-E-22 - "SWITCHES HS CAMPUSES". Account is set up for only the 15% SAISD portion. E-Rate funds up to 85% of eligible costs.

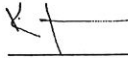
11. Provide a copy of General Ledger Inquiry showing corresponding balances.



12. Additional Impact:

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

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

	Kenneth J. Thompson	1/22/2021
Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent Signature	Type Name	Date
<i>Kim Tocci</i>	Kim Tocci	1/22/2021
Assistant Director, Procurement Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<i>Willie J. Burroughs</i>	Willie Burroughs	1/22/2021
Chief Operations Officer, Operations Services Division Signature	Type Name Dottie Carreon	Date
<i>D. Carreon</i>	Larry Garza	1/25/2021
Associate Superintendent, Financial Svs. & Bus. Operations Signature Deputy CFO - signed in place of Larry Garza, CFO	Type Name	Date
Chief Technology Officer, Technology & MIS Signature	Dr. Kenneth Thompson Type Name	Date
Chief Strategy, Talent, & Innovation Officer Signature	Mohammed A. Choudhury Type Name	Date
Director, Employee Benefits, Risk Management & Safety Signature	Lorena Rios Type Name	Date

Revised: November 9, 2020

Reviewed By: RC

RFP#20-046 Fiber Optic Switches

	Total Campus Hardware Cost	Total Campus Service Cost (Turn-key, Installation, Configuration, Post Install Survey)	Total Campus Project Cost
Swordcon	\$663,292.84	\$14,000.00	\$677,292.84
Netsync	\$478,886.80	\$26,858.60	\$505,745.40
Layer 3	\$336,490.00	\$14,000.00	\$350,490.00
Major Inc	\$780,220.00	\$26,600.00	\$806,820.00



20-046 (VC) - (E-RATE) Campus Fiber Optic Switches

The contract shall only be valid for one (1) year from the date of Board of Trustees approval with option to renew for four (4) additional one (1) year periods.

	A - Preliminary Scoring	A-1 - E-Rate Eligible Cost/Price	A-2 - E-Rate Ineligible Cost/Price	A-3 - Reputation of the Vendor and of the Vendor's Goods or Services	A-4 - 4. Quality of the Vendor's Goods or Services	A-5 - 5. Extent to which the Goods or Services meet the District's needs	A-6 - 6. Vendor's Past Relationship with the District	A-7 - 7. For a contract for goods and services, other than goods and services related to telecommunications, and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner.	A-8 - 8. Impact on the ability of the District to comply with Laws and Regulations relating to the operation of the Business (HUB)	A-9 - 9. The rating score on the District to award the vendor's goods or services	A-10 - 10. Any relevant facts specifically listed in the request for bids or proposals.
	/ 100 pts	/ 25 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 20 pts	/ 5 pts	/ 10 pts	/ 6 pts	/ 5 pts	/ 9 pts
Total	83.33	17.33 (\$505,745.40)	10 (\$1)	10	10	20	5	0	6	5	0
NetSync Network Solutions	71	25 (\$350,490.00)	10 (\$1)	0	10	17	5	0	0	2	2
Major Inc. dba Rx Technology	66.66	10.86 (\$806,820.00)	10 (\$1)	0	10	20	5	0	6	5	0
SWORDCON SOLUTIONS	62.94	12.94 (\$677,292.84)	10 (\$1)	0	10	20	5	0	0	5	0