



## BOARD BUSINESS MEETING A

**Tuesday, October 12, 2021**

**5:30 PM**

**Board Room**

**514 W. Quincy Street**

**San Antonio, TX 78212**

### 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. Christina Martinez

b. Ms. Alicia Sebastian

c. Mr. Arthur Valdez

d. Mr. Ed Garza

e. Mrs. Leticia Ozuna

f. Mrs. Patti Radle

g. Mrs. Sarah Sorensen

##### 2. Recording of Interim Superintendent Present

a. Dr. Robert Jaklich

##### 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 - 60-minute total time limit for this item

#### 2. Recognitions and Presentations

A. Approval of the Resolution in Recognition of Cybersecurity Awareness Month in October 2021 4

B. Recognition of the Office of Family and Community Engagement for Receiving National Recognitions from the National School Public 7

### BOARD OF TRUSTEES

Christina Martinez, President  
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary  
Ed Garza, Trustee

1 Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Dr. Robert Jaklich, Interim Superintendent



Relations Association (NSPRA) for Outstanding Work in Family Engagement	
C. Presentation of Student Energy Conservation Initiatives in Acknowledgement of October as Energy Awareness Month	9
<b>3. Governance</b>	
A. Update on SAISD’s Response to the Ongoing COVID-19 Crisis and Associated Expenditures	11
B. Approval of the Ratification of the Memorandum of Understanding (MOU) with Leadership SAISD	12
C. Para to PhD Career Pathway Programs - Grant Update	18
<b>4. Consent Agenda</b>	
A. Approval for the Ratification of the Purchase of an Elementary Literacy Program from Amplify	19
B. Approval of the Memorandums of Understanding (MOUs) Between SAISD and ACE Mentor Program of Greater San Antonio, Inc. (ACE)	32
C. Approval of the Agreement Between SAISD and The Board of School Commissioners of Mobile County (JROTC Program)	47
D. Approval of Monthly Budget Reports and Amendments for October 2021	58
<b>5. Closed Session</b>	
A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074)	
1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)	
2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification and dismissal of an employee. (TGC 551.071 and TGC 551.074)	
3. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)	
4. Consultation with attorney and discussion regarding Amendment to the Interim Superintendent’s Employment Contract. (TGC 551.071 & TGC 551.074)	
5. Consultation with Superintendent and discussion regarding the addition of duties and oversight for the position of Associate Superintendent of Human Resources and salary commensurate with duties. (TGC 551.074)	
6. Consultation with Superintendent and discussion regarding the ratification of the hiring of the candidate for the position of Interim Executive Director for Recruitment & Hiring in Human Capital Management. (TGC 551.074)	

**BOARD OF TRUSTEES**



Christina Martinez, President  
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary  
Ed Garza, Trustee

**2** Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Dr. Robert Jaklich, Interim Superintendent



- 7. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Interim Assistant Superintendent for Human Capital Management. (TGC 551.074)
- 8. Consultation with Superintendent and discussion regarding the addition of duties and oversight for the Chief of Communications vacancy by the position of Director of Communications with salary considerations for the commensurate with duties. (TGC 551.074)

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

**6. Adjournment**

A. Adjournment

**NOTICE:**

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

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

**BOARD OF TRUSTEES**



Christina Martinez, President  
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary  
Ed Garza, Trustee

**3** Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Dr. Robert Jaklich, Interim Superintendent

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Resolution in Recognition of Cybersecurity Awareness Month in October 2021

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

**REQUESTED BY:** Kenneth J. Thompson, Ed.D., Chief of Information Technology and Accountability

**PRESENTER:**     Eva Mendoza, Senior Executive Director, Technology  
                         Johnny Vahalik, Assistant Superintendent, CCMR

**MEETING DATE:** October 12, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the resolution in recognition of Cybersecurity Awareness Month in October in SAISD.

The Office of Information Technology strives to be the preferred provider of technology services to students and staff of SAISD, while promoting a culture of cyber awareness. Cybersecurity Awareness is a one of the key tools that allows students and staff to have safe and successful academic and business experiences while utilizing SAISD technology resources. Cybersecurity Awareness Month is a public campaign that raises awareness about the importance of cybersecurity across our SAISD community, ensures that all the students and staff have the resources they need to be safe, and celebrates the accomplishments of SAISD students. The expected results are cyber stewards throughout the district that allows for seamless teaching and learning experiences.

As part of Cybersecurity Awareness month, San Antonio ISD held its first cybersecurity art contest. Students from grades K to 12 participated. The winners would be recognized during the presentation and by having their artwork displayed on our device lock screens.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board approves the attached Resolution in recognition of “Cyber Awareness Month” in October in SAISD.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 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.



**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
RESOLUTION TO DECLARE OCTOBER AS  
“CYBER SECURITY AWARENESS MONTH”**

**WHEREAS**, October is declared as the “Cyber Awareness Month” to recognize the value of safe digital practices;

**WHEREAS**, the San Antonio Independent School District believes the Information Technology Department is committed to preparing our students for an ever-changing world, by providing rigorous instruction aligned with the demands and expectations of a digital world;

**WHEREAS**, SAISD provides curriculum for all grade levels, events, staff presentations, and information sessions to help the SAISD community learn how to reduce their cybersecurity risks and protect themselves online; and

**NOW, BE IT FURTHER RESOLVED** that we, the Board of Trustees of the San Antonio Independent School District, joins the Office of Information Technology in proclaiming October as “Cyber Awareness Month”.

Approved and adopted October 12th, by the SAISD  
Board of Education San Antonio, Texas

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Christina Martinez, President

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Arthur Valdez, Secretary

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Recognition of the Office of Family and Community Engagement for Receiving National Recognitions from the National School Public Relations Association (NSPRA) for Outstanding Work in Family Engagement

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

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:** Patti Salzmann

**MEETING DATE:** October 12, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to recognize the Office of Family and Community Engagement for being the recipient of five national awards from the National School Public Relations Association (NSPRA) in two areas:

#### **Golden Achievement Award**

This award recognizes outstanding and strategic work in all aspects of school public relations, communications, marketing, and family engagement.

- San Antonio ISD Family Power Hour

Award judges carefully sought outstanding achievement in the four steps of a program: 1) analysis of the needs; 2) planning to meet the needs; 3) execution and communication of the program; and 4) formal evaluation. SAISD is one of a select group of Golden Achievement Award winners recognized for being a leader in school and family communications.

#### **Publications and Digital Media Excellence Award**

This award recognizes outstanding work in educational communications. All of these digital platforms were launched to support, inform, and engage families.

Electronic Media Communication, Internet/Intranet Website.

- SAISD Navigating Canvas, Award of Excellence
- SAISD Parent Workshops, Award of Merit
- SAISD Learning Resources for Families, Award of Merit
- SAISD Community Resource Hub, Award of Merit

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 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.
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- 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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- 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**

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**AGENDA TITLE:** Presentation of Student Energy Conservation Initiatives in Acknowledgement of October as Energy Awareness Month

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

**REQUESTED BY:** Willie Burroughs, Chief Operations Officer

**PRESENTER:** Aaron Stein, Director of Energy & Sustainability

**MEETING DATE:** October 12, 2021

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board will receive a presentation on two student-led projects that launched in early October as part of Energy Awareness Month and also provide an overview of energy savings achieved by the District to date.

The first project involved students at CAST Tech High School who created a “5-Minute Shutdown” checklist that was distributed to high school campuses and placed in classrooms. Students in Ms. Garza’s senior-level Environmental Science classes participated in a Green Jobs training during the spring semester and five graduates were selected to participate in a paid summer internship in partnership with the Best Earth Ever (BEE) Project and funded in part through CPS Energy and Itron. The interns designed the posters and presented to District leadership in July. The intent is to provide a simple reminder of actions that can help reduce energy usage in our campuses and create a habit out of energy savings while also providing SAISD students with job readiness training.

The second project is Poe Middle School’s participation in the Renew our Schools energy competition. Renew our Schools is a nationwide competition in which schools compete based on energy savings as well as activities to promote student engagement. As part of this program, Facilities Services installed an eGauge at the campus that provides real-time energy usage data that is available to all students and staff at no cost. The competition lasts from October 4<sup>th</sup> to November 12<sup>th</sup> and the campus has the ability to win financial prizes as well as notoriety for their accomplishments. Poe is the first school in Texas to participate in the Renew our Schools competition.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A.

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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## SAISD BOARD AGENDA SUMMARY FORM

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

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

**REQUESTED BY:** Dr. Robert Jaklich, Interim Superintendent

**PRESENTER:** Toni Thompson, Associate Superintendent, Human Resources

**MEETING DATE:** October 12, 2021

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### **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, if applicable.

On March 17, 2020, 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. 2021-2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Ratification of the Memorandum of Understanding (MOU) with Leadership SAISD

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

**REQUESTED BY:** Dr. Robert Jaklich, Interim Superintendent

**PRESENTER:**        Nicole Franco, Chief of Staff

**MEETING DATE:** October 12, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Ratification of the Memorandum of Understanding (MOU) with Leadership SAISD, an independent nonprofit organization, and to approve the contribution of \$32,000 (\$1,000 for each participant who lives, works, or partners with SAISD) to assist with administrative and program costs.

Leadership SAISD is a free, 9-month educational leadership development program that prepares aspiring and proven leaders to meaningfully impact San Antonio's education landscape. Participants develop a nuanced understanding of the unique challenges and opportunities facing school communities with topics such as school finance, policy and advocacy, and educational equity. The goal of Leadership SAISD is to empower a critical mass of informed community leaders to take action within a wide variety of fields to improve student achievement within our districts. Graduates of Leadership SAISD are equipped and positioned to serve in a number of leadership roles, including Parent Teacher Associations (PTAs); site based decision-making committees; Board of Trustee task forces; non-profit boards and volunteer positions. Moreover, Leadership SAISD graduates have the knowledge and skills to effectively advance the broader discussion around public education within San Antonio.

Proposed seminar themes for the Class of 2022 include:

- I. Identity and Purpose in Education Leadership
- II. Data and Research in Education
- III. Education Equity, Diversity, and Inclusion
- IV. Education Policy and School Finance
- V. Education Governance
- VI. Health and Wellness in Education
- VII. Pedagogy and Innovation in Education
- VIII. Service Leadership and Advocacy in Education and LSAISD Graduation Ceremony

In order to accurately reflect San Antonio’s education landscape, each session will be planned and facilitated with direct input from local experts in education, business, and nonprofit. The deadline to apply to participate in Leadership SAISD was September 10, 2021. The 2021-2022 cohort began on September 24, 2021.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board of Trustees approve the Ratification of the MOU with Leadership SAISD, which includes a finding that the program serves a valid SAISD interest and a total contribution by SAISD in the amount of \$32,000, which represents \$1,000 for each of the 32 participants.

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

199-61-6499-95-809-99001

**IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
AND LEADERSHIP SAISD**

This Memorandum of Understanding (“MOU”) is entered into between the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, (hereinafter referred to as “SAISD”), and LEADERSHIP SAISD, a Texas nonprofit organization (hereinafter referred to as “LSAISD”).

**Recitals**

WHEREAS, LSAISD proposes to implement a program to educate, inspire and empower SAISD community leaders to take action within a wide variety of fields in order to improve student achievement within SAISD;

WHEREAS, the Board of Trustees for the SAISD finds LSAISD’s program, as to be conducted in accordance with this MOU, to be appropriate and conducive to the conduct of SAISD’s schools and serves a valid SAISD purpose; and

NOW, THEREFORE, SAISD and LSAISD agree, intending to be bound, to the following terms and conditions.

**Purpose**

SAISD and LSAISD enter this MOU to set forth the respective obligations of each relative to LSAISD’s Leadership SAISD program for the 2021-2022 school year (“Program”).

**LSAISD Obligations**

1. LSAISD shall implement and manage the Program, to commence in September 2021 and end in May 2021, in accordance with this MOU.
2. LSAISD shall, for participation in the Program, consider applicants meeting any one of the following criteria: (a) current SAISD employee, (b) graduate of an SAISD high school, (c) resides within SAISD’s geographic boundaries, (d) employed by an SAISD partner and works within SAISD’s geographic boundaries, or (e) parent or legal guardian of a current SAISD student. An applicant meeting any one of the foregoing criteria and matriculating into the Program is hereinafter referred to as “SAISD-related Participant”.
3. LSAISD shall matriculate a minimum of thirty-two (32) SAISD-related Participants into the Program.
4. LSAISD shall, through its Program, provide speakers, presentations and discussions on SAISD-centered topics including, but not limited to, the following: governance, public finance, academics and instruction, facility and transportation operations, mental health support, educational policy, wraparound services, and other issues integral to student success.
5. LSAISD shall provide or give access to SAISD, within seven calendar days after written request is received by LSAISD, Program information and/or a full accounting of Program costs, including, but not limited to, receipts, expenditures, and overhead for implementing and conducting the Program, the number of applicants considered, and a list of all Program participants.

6. LSAISD shall insert in all Program materials the following statement: Leadership SAISD is an independent nonprofit organization that is neither affiliated with, nor governed by, the San Antonio Independent School District.

### **SAISD Obligations**

1. SAISD endeavors to make available for the benefit of the Program SAISD and community leaders who may share their experiences and expertise on the Program's topics.
2. SAISD shall contribute a total of thirty-two thousand (\$32,000.00) ("SAISD's Contribution") for implementation of the Program, such amount based on one thousand dollars (\$1000.00) for each of the 32 SAISD-related Participants. SAISD's Contribution is conditioned on LSAISD raising the remaining seventy-four thousand dollars (\$74,000.00) ("LSAISD's Contribution") to implement the Program. SAISD's Contribution will be included in its annual contribution to the SAISD Foundation. If LSAISD does not timely raise LSAISD's Contribution or if the Program is not implemented or not completed for any or no reason, LSAISD shall promptly remit SAISD's Contribution to SAISD.

### **Miscellaneous**

1. Discrimination. In performing under the MOU, LSAISD shall not discriminate against any person on the basis of race, ethnicity, sex, age, national origin, religion or disability.
2. Records Retention. LSAISD shall retain all Program cost records (to include overhead, fees, expenses and payments) for a period of three years after the Program ends, unless SAISD otherwise instructs LSAISD in writing.
3. Applicable Law and Venue. This MOU will be governed by the laws of the State of Texas.
4. Relationship of Parties. No partnership, joint venture/enterprise, or employer-employee or agency relationship is created by this MOU. There are no third-party beneficiaries to this MOU.
5. Entire Agreement and Amendment. This MOU constitutes the entire agreement between SAISD and LSAISD relative to the purpose set forth herein. Any prior agreements not expressly merged into this Agreement, whether oral or written, are of no force or effect. This MOU may not be modified except by a subsequent writing approved by SAISD's governing body and an authorized representative for LSAISD.
6. Notice. All notices to be given shall be in writing and deemed to have been duly given when (a) received by hand delivery to the addressee and address listed below, or (b) on the date actually delivered after being deposited in the U.S. mail by certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to SAISD:

Dr. Robert Jaklich, Interim Superintendent of Schools  
San Antonio Independent School District  
514 W. Quincy Street  
San Antonio, Texas 78212

If to LSAISD:

Austin Hawk, Executive Director  
Leadership SAISD  
PO Box 15552  
San Antonio, TX 78212

7. Assignment. LSAISD may not assign this MOU or an interest in this MOU.

8. Authorization. Each of the individuals who have executed this MOU represents and warrants that he or she is duly authorized to execute this MOU on behalf of their respective party hereunder, and that all corporate, partnership, trust, governmental or other action necessary for such party to execute, enter into, and perform obligations in this MOU have been duly taken by such party and have occurred.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

San Antonio Independent School District

Leadership SAISD

by: \_\_\_\_\_

by: \_\_\_\_\_

Dr. Robert Jaklich, Interim Superintendent

Austin Hawk, Executive Director

## SAISD Foundation Grant Agreement

This grant is awarded by the San Antonio Independent School District (SAISD) to the SAISD Foundation for Leadership SAISD and is subject to the following terms and conditions:

- A. The SAISD Foundation has no responsibility to ensure that Leadership SAISD lives up to its agreement with SAISD.
- B. SAISD has confirmed that Leadership SAISD is an organization that is currently recognized by the Internal Revenue Service (the “IRS”) as a public charity under sections 501(c)(3) of the Internal Revenue Code (the “Code”), and Leadership SAISD will inform SAISD immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
- C. The SAISD Foundation has no obligation to return funds to SAISD if terms are not fulfilled. Leadership SAISD will be responsible for remitting payment to SAISD.
- D. SAISD understands that the Leadership SAISD funds will be used only for Leadership SAISD’s charitable and educational activities.

Signature: \_\_\_\_\_

Printed Name: Dr. Robert Jaklich \_\_\_\_\_

Title: SAISD Interim Superintendent of Schools \_\_\_\_\_

Date: October 12, 2021 \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Austin Hawk \_\_\_\_\_

Title: Executive Director, LSAISD \_\_\_\_\_

Date: October 12, 2021 \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Judy Geelhoed \_\_\_\_\_

Title: Executive Director, SAISD Foundation \_\_\_\_\_

Date: October 12, 2021 \_\_\_\_\_

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Para to PhD Career Pathway Programs - Grant Update

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

**REQUESTED BY:** Patti Salzman, Deputy Superintendent

**PRESENTER:**        LeAnne Hernandez, Director Organizational Learning

**MEETING DATE:** October 12, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board will be provided with an update on the Para to PhD Career Pathways Programs in The Office of Organizational Learning. These initiatives are designed to improve recruitment, hiring, professional learning, and retention of SAISD educators. Programs include:

- National Board Certification supported by the Charles Butt Foundation through the SAISD Foundation
- Equity Centered Educator Pipeline Initiative supported by a US Department of Education Teacher and School Leader (TSL) Grant
- Equity Centered Principal Pipeline Initiative (ECPI) supported by the Wallace Foundation.

These competitive grant awards will provide SAISD funding and partnerships to realize a robust career development pipeline that supports preservice, novice, and experienced educators with professional learning, mentorship, and advanced degree and certification opportunities. SAISD will utilize awarded grant funds to scale existing programs and implement new approaches to educator development from Para to PhD.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 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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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval for the Ratification of the Purchase of an Elementary Literacy Program from Amplify

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

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**     Kendra Doyle, Sr. Executive Director, Curriculum, Instruction, and Assessment

**MEETING DATE:** October 12, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the ratification of the purchase of an elementary literacy program from Amplify. SAISD has been awarded grant funds through the Texas COVID Learning Acceleration Supports (TCLAS) program for learning loss as a result of COVID. Through TCLAS, districts may choose to access core products, as well as additional resources to support strong implementation. Amplify Texas Elementary Literacy Program for grades K-5 is one of the core products on the state approved list. This program will be implemented as a pilot program in 18 campuses across the District.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Recommend that the Board approves to ratify the purchase of the elementary literacy program from Amplify.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

ESSER funds will be used to make this purchase but will be reimbursed when the District receives funding from the TCLAS grant. The amount of this purchase is approximately \$1,105,233.02. The procurement method used is the interlocal agreement with Round Rock ISD, contract #22-100 and #22-019.

282-11-6399-65-xxx-11-R25	\$180,352.00
282-11-6399-01-xxx-36-R25	\$610,118.73
282-11-6399-01-xxx-11-R25	\$314,762.29

### **IV. 2021 - 2022 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.



# Price Quote

## Amplify

55 Washington Street, Suite 800  
 Brooklyn, NY 11201  
**Phone:** (800) 823-1969  
**Fax:** (646) 403-4700

**Quote #:** Q-100430-4  
**Date:** 10/7/2021  
**Expires On:** 11/6/2021

### Customer Contact Information

Kendra Doyle  
 SAN ANTONIO IND SCHOOL DIST  
 210-554-2230  
 kdoyle1@saisd.net

### Amplify Contact Information

Carla Small  
 Sales support  
 csmall@amplify.com

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas GK Complete Teacher Kit	\$1,400.00	28	10	\$50,400.12	\$2,799.88
Amplify ELAR Texas GK Complete Student Kit	\$185.00	0	724	\$0.00	\$133,940.00
Amplify ELAR Texas G1 Complete Teacher Kit	\$1,350.00	30	12	\$49,950.00	\$6,750.00
Amplify ELAR Texas G1 Complete Student Kit	\$178.00	0	757	\$0.00	\$134,746.00
Amplify ELAR Texas G2 Complete Teacher Kit	\$1,350.00	29	11	\$49,950.00	\$4,050.00
Amplify ELAR Texas G2 Complete Student Kit	\$178.00	0	749	\$0.00	\$133,322.00
Amplify ELAR Texas G3 Complete Teacher Kit	\$1,280.00	28	8	\$44,800.04	\$1,279.96
Amplify ELAR Texas G3 Complete Student Kit	\$173.00	0	715	\$0.00	\$123,695.00
Amplify ELAR Texas G4 Complete Teacher Kit	\$1,280.00	30	9	\$48,639.84	\$1,280.16
Amplify ELAR Texas G4 Complete Student Kit	\$173.00	0	763	\$0.00	\$131,999.00
Amplify ELAR Texas G5 Complete Teacher Kit	\$1,280.00	30	5	\$44,800.00	\$0.00
Amplify ELAR Texas G5 Complete Student Kit	\$173.00	0	754	\$0.00	\$130,442.00
<b>TOTAL</b>				<b>\$288,540.00</b>	<b>\$804,304.00</b>

Please refer to Product Description section below for more detail.

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$133,783.46	\$69,643.94	\$64,139.52

**TOTAL DISCOUNT**  
**GRAND TOTAL**

\$358,183.94  
 \$868,443.52

## Scope and Duration

### Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

### License and Services Term:

- Licenses: 11/01/2021 until 10/31/2022.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

### Special Terms:

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

## Product Descriptions

PRODUCT	DESCRIPTION
Amplify ELAR Texas GK Complete Teacher Kit	Amplify ELAR Texas GK Complete Teacher Kit
Amplify ELAR Texas GK Complete Student Kit	Amplify ELAR Texas GK Complete Student Kit
Amplify ELAR Texas G1 Complete Teacher Kit	Amplify ELAR Texas G1 Complete Teacher Kit
Amplify ELAR Texas G1 Complete Student Kit	Amplify ELAR Texas G1 Complete Student Kit
Amplify ELAR Texas G2 Complete Teacher Kit	Amplify ELAR Texas G2 Complete Teacher Kit
Amplify ELAR Texas G2 Complete Student Kit	Amplify ELAR Texas G2 Complete Student Kit
Amplify ELAR Texas G3 Complete Teacher Kit	Amplify ELAR Texas G3 Complete Teacher Kit
Amplify ELAR Texas G3 Complete Student Kit	Amplify ELAR Texas G3 Complete Student Kit
Amplify ELAR Texas G4 Complete Teacher Kit	Amplify ELAR Texas G4 Complete Teacher Kit

PRODUCT	DESCRIPTION
Amplify ELAR Texas G4 Complete Student Kit	Amplify ELAR Texas G4 Complete Student Kit
Amplify ELAR Texas G5 Complete Teacher Kit	Amplify ELAR Texas G5 Complete Teacher Kit
Amplify ELAR Texas G5 Complete Student Kit	Amplify ELAR Texas G5 Complete Student Kit

## How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

**Please include these three documents with your order:**

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

**If submitting a purchase order:**

To expedite your order, please email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card:**

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link
- Amplify accepts Visa and MasterCard payments.

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

**This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](http://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.**

## Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's

contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting

terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

**We are delighted to work with you and we thank you for your order!**

Amplify Education, Inc. - Confidential Information



# Price Quote

## Amplify

55 Washington Street, Suite 800  
Brooklyn, NY 11201  
Phone: (800) 823-1969  
Fax: (646) 403-4700

Quote #: Q-81454-9  
Date: 10/5/2021  
Expires On: 11/4/2021

### Customer Contact Information

Janet Hester  
SAN ANTONIO IND SCHOOL DIST  
5126531635  
jhester1@saisd.net

### Amplify Contact Information

Carla Small  
Sales support  
csmall@amplify.com

#### MCLASS K-5 LICENSES

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS Texas, G3-G6 - 1yr (2021-2022)	2,657.00	\$14.90	\$39,589.30
<b>TOTAL</b>			<b>\$39,589.30</b>

#### AMPLIFY READING G3-5

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Reading Texas G3-5 Student License - 1yr (2021-2022)	2,657.00	\$21.10	\$56,062.70
<b>TOTAL</b>			<b>\$56,062.70</b>

#### MCLASS INTERVENTION +KITS

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS Intervention Kit Grades K-3	172.00	\$215.00	\$36,980.00
mCLASS Intervention Kit Grades 4-6	86.00	\$195.00	\$16,770.00
mCLASS Intervention: Universal Edition - School Site License - 1yr (2021-2022)	22.00	\$3,850.00	\$84,700.00
<b>TOTAL</b>			<b>\$138,450.00</b>

Please refer to Product Description section below for more detail.

#### MCLASS K-5 LICENSES

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$2,687.50	\$2,687.50

**GRAND TOTAL**

**\$236,789.50**

### Scope and Duration

**Payment Terms:**

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

**License and Services Term:**

- Licenses: 07/01/2021 until 06/30/2022.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

**Special Terms:**

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

### Quote Special Terms

**For Texas customers purchasing mCLASS**

Customer acknowledges that Texas LEAs are required to submit beginning-of-year (BOY) multidimensional kindergarten data ("LEA Data") to TEA pursuant to Texas Education Code §§28.006 and 29.161, (ii) TEA authorized Amplify as the state alternative kindergarten diagnostic through December 31, 2021 and that (iii) pursuant to the Family Educational Rights and Privacy Act (FERPA), TEA may have access to student-identifiable data subject to FERPA without parental consent in accordance with sections 99.31(a)(3) (iv) and 99.35 of title 34 of the Code of Federal Regulations. Customer hereby requests and authorizes Amplify to provide LEA Data to TEA on an annual basis on behalf of the LEA. Customer acknowledges and agrees that this authorization covers all participating LEA schools and programs, and that no additional approvals or releases are required from those schools. Amplify will not have control over LEA Information following its disclosure to TEA, and Amplify does not own TEA's or the LEA's data at any time.

### Product Descriptions

**MCLASS K-5 LICENSES**

PRODUCT	DESCRIPTION
mCLASS Texas, G3-G6	Per student G3-6 license for the Texas edition of mCLASS literacy assessment. Includes DIBELS 8th Edition, dyslexia screening, mCLASS Texas Reporting, and instructional tools.

## AMPLIFY READING G3-5

PRODUCT	DESCRIPTION
Amplify Reading Texas G3-5 Student License	Per student 3-5 license for the Amplify Reading Texas

## MCLASS INTERVENTION +KITS

PRODUCT	DESCRIPTION
mCLASS Intervention Kit Grades K-3	This kit includes many of the materials interventionists use during lessons with K-3 students, such as picture, letter and word cards; a white board and dry erase markers; a puppet; and counting chips.
mCLASS Intervention Kit Grades 4-6	This kit includes many of the materials interventionists use during lessons with 4th-6th graders, such as picture, word and sentence cards; a white board and dry erase markers; and sand timers.
mCLASS Intervention: Universal Edition - School Site License	This license gives a school that screens with their own reading assessment the ability to use mCLASS Intervention with as many students as they wish.

### How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

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**If submitting your order via credit card:**

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link
- Amplify accepts Visa and MasterCard payments.

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

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## Terms & Conditions

1. Scope. Amplify Education, Inc. (“Amplify”) and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”) and these Customer Terms & Conditions, including any addendums hereto (this “Agreement”) pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the “Products”).
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized User” means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer’s school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User’s access and use of the Products shall be subject to Amplify’s Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer’s school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify’s IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).
5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized

Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as

directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

**We are delighted to work with you and we thank you for your order!**

Amplify Education, Inc. - Confidential Information

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandums of Understanding (MOUs) Between SAISD and ACE Mentor Program of Greater San Antonio, Inc. (ACE)

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

**REQUESTED BY:** Patti Salzman, Deputy Superintendent

**PRESENTER:** Johnny Vahalik, Assistant Superintendent for CCMR

**MEETING DATE:** October 12, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Memorandums of Understanding (MOUs) between SAISD and the ACE Mentor Program of Greater San Antonio, Inc. (ACE). The ACE Mentor Program of America (ACE) is a free, afterschool program designed to attract high school students into pursuing careers in the Architecture, Construction, and Engineering (ACE) industry, including skilled trades. ACE is a federation of more than 70 affiliates (chapters), operating in 37 states and primarily based in metropolitan areas, which deliver the program. As a local affiliate of the ACE Mentor Program of America, the ACE Mentor Program of Greater San Antonio Inc. seeks to partner with four SAISD schools (Highlands High School, Jefferson High School, Lanier High School, and Sam Houston High School) to engage students in this volunteer-based program to teach students of the potential careers in architecture, engineering and construction. Comprised entirely of local industry volunteers and funded from donations of individuals and companies, ACE will generate an interactive learning environment that will take each student through the life cycle of a “mock” design and construction project that addresses “real-world” situations.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Recommend that the Board approve the MOUs with the ACE Mentor Program of Greater San Antonio (ACE) to offer the ACE program at Highlands High School, Jefferson High School, Lanier High School, and Sam Houston High School through the 2023-2024 school year.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 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

### Memorandum of Understanding

Between

ACE Mentor Program of Greater San Antonio, Inc.

And

SAISD – Highlands High School

This Memorandum of Understanding (MOU) sets for the terms and understanding between the **ACE Mentor Program of Greater San Antonio (ACE)** and the **SAISD – Highlands High School** to create a volunteer-based program to educate high school students of the opportunity available in the architecture, engineering, and construction industry.

#### **Background**

Formed under Section 501(c)3 of the District of Columbia in 2002, and the industry's fastest-growing high school mentoring program, **The ACE Mentor Program of America, Inc.** reaches over 8,000 students nationwide. Our mission: *to engage, excite, and enlighten high school students to pursue careers in architecture, engineering, and construction through mentoring and to support their continued advancement in the industry.*

#### **Purpose and Method**

As a local affiliate of the ACE Mentor Program of America, the ACE Mentor Program of Greater San Antonio Inc. seeks to partner with **SAISD Highlands High School** to engage students in a volunteer-based program to teach students of the potential careers in architecture, engineering and construction. Comprised entirely of local industry volunteers, and funded from the generous donations of individuals and companies, ACE will generate an interactive learning environment that will take each student through the life cycle of a “mock” design and construction project that address “real-world” situations.

In addition to working on their projects, students visit professional firms, attend College Night at the University of Texas at San Antonio College of Architecture, and attend lectures on industry topics.



At the conclusion of the program year, students present their design solutions and receive feedback from local industry leaders.

### **Funding**

Funding and fundraising will be the responsibility of ACE. The School is responsible for students' transportation.

### **Duration and Frequency**

Meetings occur bi-weekly, starting at the beginning of October through the end of December. Meetings occur weekly, starting at the beginning of January through the end of March. Meetings are typically from 4:30-6:00 pm on a designated day. The beginning and end dates are subject to the School's calendar.

### **Responsibilities of Each Partner:**

ACE:

- Provide dedicated volunteer-mentors from all aspects of the engineering, architecture, and construction industry
- Provide a dedicated Board of Directors to coordinate and oversee the process
- Provide all funding through donations and fundraisers
- Provide background checks for all mentors
- Maintain general liability insurance through ACE
- Make reasonable and diligent efforts to follow School and District protocols and calendars

SAISD - Highlands High School:

- Provide one school champion to act as a liaison between ACE and SAISD - Highlands High School
- Provide one co-school champion to act as an alternate if the school champion cannot fulfill his/her duties
- Provide a dedicated place for the mentors to teach and interact with the students with the understanding place may mean virtual for the time being.
- Recruit students interested in the engineering, architecture, and construction industry
- In the event, in-person field trips are permitted, provide transportation for the students to/from school for college night, site visits, and ACE events (to be determined)



*This MOU is at-will and may be modified by the mutual consent of authorized officials from ACE and SAISD Highlands High School. This MOU shall become effective upon signature by the authorized officials from ACE and SAISD Highlands High School and will remain in effect until modified or terminated by anyone of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from ACE and SAISD Highlands High School, this MOU shall end on May 2021.*

### **Contact Information**

ACE Mentor Program of Greater San Antonio  
Mary P. Stewart with Civil Engineering Consultants  
ACE Vice Chairperson/ACE Education Committee Chairperson  
11550 IH 10 West Suite 395  
San Antonio, Texas 78230  
Phone: 210-641-9999  
E-mail: [mstewart@cectexas.com](mailto:mstewart@cectexas.com)

\_\_\_\_\_ Date:  
(Partner signature)  
ACE Mentor Program of Greater San Antonio  
ACE Board Member

SAISD- Highlands High School  
141 Lavaca Street  
San Antonio, Texas 78210  
Contact: Johnny Vahalik  
Position: Assistant Superintendent, Career and Military Readiness  
Phone: (210) 554-2610  
E-mail: [jvahalik1@saisd.net](mailto:jvahalik1@saisd.net)

\_\_\_\_\_ Date:  
(Partner signature)  
SAISD – Highlands High School  
Contact: Pedro Martinez  
Position: Superintendent



## Memorandum of Understanding

### Memorandum of Understanding

Between

ACE Mentor Program of Greater San Antonio, Inc.

And

SAISD – Thomas Jefferson High School

This Memorandum of Understanding (MOU) sets for the terms and understanding between the **ACE Mentor Program of Greater San Antonio (ACE)** and the **SAISD – Thomas Jefferson High School** to create a volunteer-based program to educate high school students of the opportunity available in the architecture, engineering, and construction industry.

#### **Background**

Formed under Section 501(c)3 of the District of Columbia in 2002, and the industry's fastest-growing high school mentoring program, **The ACE Mentor Program of America, Inc.** reaches over 8,000 students nationwide. Our mission: *to engage, excite, and enlighten high school students to pursue careers in architecture, engineering, and construction through mentoring and to support their continued advancement in the industry.*

#### **Purpose and Method**

As a local affiliate of the ACE Mentor Program of America, the ACE Mentor Program of Greater San Antonio Inc. seeks to partner with **SAISD Thomas Jefferson High School** to engage students in a volunteer-based program to teach students of the potential careers in architecture, engineering and construction. Comprised entirely of local industry volunteers, and funded from the generous donations of individuals and companies, ACE will generate an interactive learning environment that will take each student through the life cycle of a “mock” design and construction project that address “real-world” situations.

In addition to working on their projects, students visit professional firms, attend College Night at the University of Texas at San Antonio College of Architecture, and attend lectures on industry topics.



At the conclusion of the program year, students present their design solutions and receive feedback from local industry leaders.

### **Funding**

Funding and fundraising will be the responsibility of ACE. The school is responsible for students' transportation.

### **Duration and Frequency**

Meetings occur bi-weekly, starting at the beginning of October through the end of December. Meetings occur weekly, starting at the beginning of January through the end of March. Meetings are typically from 4:30-6:00 pm on a designated day. The beginning and end dates are subject to the School's calendar.

### **Responsibilities of Each Partner:**

ACE:

- Provide dedicated volunteer-mentors from all aspects of the engineering, architecture, and construction industry
- Provide a dedicated Board of Directors to coordinate and oversee the process
- Provide all funding through donations and fundraisers
- Provide background checks for all mentors
- Maintain general liability insurance through ACE
- Make reasonable and diligent efforts to follow School and District protocols and calendars

SAISD - Thomas Jefferson High School:

- Provide one school champion to act as a liaison between ACE and SAISD - Thomas Jefferson High School
- Provide one co-school champion to act as an alternate if the school champion cannot fulfill his/her duties
- Provide a dedicated place for the mentors to teach and interact with the students with the understanding place may mean virtual for the time being.
- Recruit students interested in the engineering, architecture, and construction industry
- In the event, in-person field trips are permitted, provide transportation for the students to/from school for college night, site visits, and ACE events (to be determined)



*This MOU is at-will and may be modified by the mutual consent of authorized officials from ACE and SAISD Thomas Jefferson High School. This MOU shall become effective upon signature by the authorized officials from ACE and SAISD Thomas Jefferson High School and will remain in effect until modified or terminated by anyone of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from ACE and SAISD Thomas Jefferson High School, this MOU shall end on May 2024.*

**Contact Information**

ACE Mentor Program of Greater San Antonio  
Mary P. Stewart with Civil Engineering Consultants  
ACE Vice Chairperson/ACE Education Committee Chairperson  
11550 IH 10 West Suite 395  
San Antonio, Texas 78230  
Phone: 210-641-9999  
E-mail: [mstewart@cectexas.com](mailto:mstewart@cectexas.com)

\_\_\_\_\_ Date:  
(Partner signature)  
ACE Mentor Program of Greater San Antonio  
ACE Board Member

SAISD- Thomas Jefferson High School  
141 Lavaca Street  
San Antonio, Texas 78210  
Contact: Johnny Vahalik  
Position: Senior Executive Director of College, Career and Military Readiness  
Phone: (210) 554-2610  
E-mail: [jvahalik1@saisd.net](mailto:jvahalik1@saisd.net)

\_\_\_\_\_ Date:  
(Partner signature)  
SAISD – Thomas Jefferson High School  
Contact: Pedro Martinez  
Position: Superintendent



## Memorandum of Understanding

### Memorandum of Understanding

Between

ACE Mentor Program of Greater San Antonio, Inc.

And

SAISD – Sidney Lanier High School

This Memorandum of Understanding (MOU) sets for the terms and understanding between the **ACE Mentor Program of Greater San Antonio (ACE)** and the **SAISD – Sidney Lanier High School** to create a volunteer-based program to educate high school students of the opportunity available in the architecture, engineering, and construction industry.

#### **Background**

Formed under Section 501(c)3 of the District of Columbia in 2002, and the industry’s fastest-growing high school mentoring program, **The ACE Mentor Program of America, Inc.** reaches over 8,000 students nationwide. Our mission: *to engage, excite, and enlighten high school students to pursue careers in architecture, engineering, and construction through mentoring and to support their continued advancement in the industry.*

#### **Purpose and Method**

As a local affiliate of the ACE Mentor Program of America, the ACE Mentor Program of Greater San Antonio Inc. seeks to partner with **SAISD Sidney Lanier High School** to engage students in a volunteer-based program to teach students of the potential careers in architecture, engineering and construction. Comprised entirely of local industry volunteers, and funded from the generous donations of individuals and companies, ACE will generate an interactive learning environment that will take each student through the life cycle of a “mock” design and construction project that address “real-world” situations.

In addition to working on their projects, students visit professional firms, attend College Night at the University of Texas at San Antonio College of Architecture, and attend lectures on industry topics.



After the program year, students present their design solutions and receive feedback from local industry leaders.

### **Funding**

Funding and fundraising will be the responsibility of ACE. The school is responsible for students' transportation.

### **Duration and Frequency**

Meetings occur bi-weekly, starting at the beginning of October through the end of December. Meetings occur weekly, starting at the beginning of January through the end of March. Meetings are typically from 4:30-6:00 pm on a designated day. The beginning and end dates are subject to the School's calendar.

### **Responsibilities of Each Partner:**

ACE:

- Provide dedicated volunteer-mentors from all aspects of the engineering, architecture, and construction industry
- Provide a dedicated Board of Directors to coordinate and oversee the process
- Provide all funding through donations and fundraisers
- Provide background checks for all mentors
- Maintain general liability insurance through ACE
- Make reasonable and diligent efforts to follow School and District protocols and calendars

SAISD - Sidney Lanier High School:

- Provide one school champion to act as a liaison between ACE and SAISD - Sidney Lanier High School
- Provide one co-school champion to act as an alternate if the school champion cannot fulfill his/her duties
- Provide a dedicated place for the mentors to teach and interact with the students with the understanding place may mean virtual for the time being.
- Recruit students interested in the engineering, architecture, and construction industry
- In the event, in-person field trips are permitted, provide transportation for the students to/from school for college night, site visits, and ACE events (to be determined)



**ACE MENTOR PROGRAM**  
ARCHITECTURE • CONSTRUCTION • ENGINEERING

*This MOU is at-will and may be modified by the mutual consent of authorized officials from ACE and SAISD Sidney Lanier High School. This MOU shall become effective upon signature by the authorized officials from ACE and SAISD Sidney Lanier High School and will remain in effect until modified or terminated by anyone of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from ACE and SAISD Sidney Lanier High School, this MOU shall end on May 2024.*

### **Contact Information**

ACE Mentor Program of Greater San Antonio  
Mary P. Stewart with Civil Engineering Consultants  
ACE Vice Chairperson/ACE Education Committee Chairperson  
11550 IH 10 West Suite 395  
San Antonio, Texas 78230  
Phone: 210-641-9999  
E-mail: [mstewart@cectexas.com](mailto:mstewart@cectexas.com)

\_\_\_\_\_ Date:  
(Partner signature)  
ACE Mentor Program of Greater San Antonio  
ACE Board Member

SAISD- Sidney Lanier High School  
141 Lavaca Street  
San Antonio, Texas 78210  
Contact: Johnny Vahalik  
Position: Senior Executive Director of College, Career and Military Readiness  
Phone: (210) 554-2610  
E-mail: [jvahalik1@saisd.net](mailto:jvahalik1@saisd.net)

\_\_\_\_\_ Date:  
(Partner signature)  
SAISD – Sidney Lanier High School  
Contact: Pedro Martinez  
Position: Superintendent



## Memorandum of Understanding

### Memorandum of Understanding

Between

ACE Mentor Program of Greater San Antonio, Inc.

And

SAISD – Sam Houston High School

This Memorandum of Understanding (MOU) sets for the terms and understanding between the **ACE Mentor Program of Greater San Antonio (ACE)** and the **SAISD – Sam Houston High School** to create a volunteer-based program to educate high school students of the opportunity available in the architecture, engineering, and construction industry.

#### **Background**

Formed under Section 501(c)3 of the District of Columbia in 2002, and the industry’s fastest-growing high school mentoring program, **The ACE Mentor Program of America, Inc.** reaches over 8,000 students nationwide. Our mission: *to engage, excite, and enlighten high school students to pursue careers in architecture, engineering, and construction through mentoring and to support their continued advancement in the industry.*

#### **Purpose and Method**

As a local affiliate of the ACE Mentor Program of America, the ACE Mentor Program of Greater San Antonio Inc. seeks to partner with **SAISD Sam Houston High School** to engage students in a volunteer-based program to teach students of the potential careers in architecture, engineering, and construction. Comprised entirely of local industry volunteers, and funded from the generous donations of individuals and companies, ACE will generate an interactive learning environment that will take each student through the life cycle of a “mock” design and construction project that address “real-world” situations.

In addition to working on their projects, students visit professional firms, attend College Night at the University of Texas at San Antonio College of Architecture, and attend lectures on industry topics.



At the conclusion of the program year, students present their design solutions and receive feedback from local industry leaders.

### **Funding**

Funding and fundraising will be the responsibility of ACE. The School is responsible for students' transportation.

### **Duration and Frequency**

Meetings occur bi-weekly, starting at the beginning of October through the end of December. Meetings occur weekly, starting at the beginning of January through the end of March. Meetings are typically from 4:30-6:00 pm on a designated day. The beginning and end dates are subject to the School's calendar.

### **Responsibilities of Each Partner:**

ACE:

- Provide dedicated volunteer-mentors from all aspects of the engineering, architecture, and construction industry
- Provide a dedicated Board of Directors to coordinate and oversee the process
- Provide all funding through donations and fundraisers
- Provide background checks for all mentors
- Maintain general liability insurance through ACE
- Make reasonable and diligent efforts to follow School and District protocols and calendars

SAISD - Sam Houston High School:

- Provide one school champion to act as a liaison between ACE and SAISD -Sam Houston High School
- Provide one co-school champion to act as an alternate if the school champion cannot fulfill his/her duties
- Provide a dedicated place for the mentors to teach and interact with the students with the understanding place may mean virtual for the time being.
- Recruit students interested in the engineering, architecture, and construction industry
- In the event, in-person field trips are permitted, provide transportation for the students to/from school for college night, site visits, and ACE events (to be determined)



*This MOU is at-will and may be modified by the mutual consent of authorized officials from ACE and SAISD Sam Houston High School. This MOU shall become effective upon signature by the authorized officials from ACE and SAISD Sam Houston High School and will remain in effect until modified or terminated by anyone of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from ACE and SAISD Sam Houston High School, this MOU shall end on May 2024.*

**Contact Information**

ACE Mentor Program of Greater San Antonio  
Mary P. Stewart with Civil Engineering Consultants  
ACE Vice Chairperson/ACE Education Committee Chairperson  
11550 IH 10 West Suite 395  
San Antonio, Texas 78230  
Phone: 210-641-9999  
E-mail: [mstewart@cectexas.com](mailto:mstewart@cectexas.com)

\_\_\_\_\_ Date:  
(Partner signature)  
ACE Mentor Program of Greater San Antonio  
ACE Board Member

SAISD- Sam Houston High School  
141 Lavaca Street  
San Antonio, Texas 78210  
Contact: Johnny Vahalik  
Position: Senior Executive Director of College, Career and Military Readiness  
Phone: (210) 554-2610  
E-mail: [jvahalik1@saisd.net](mailto:jvahalik1@saisd.net)

\_\_\_\_\_ Date:  
(Partner signature)  
SAISD – Sam Houston High School  
Contact: Pedro Martinez  
Position: Superintendent



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	College, Career and Military Readiness
Board Meeting Date:	October 12, 2021
Agenda Title:	Approval of the Memorandums of Understanding (MOUs) Between SAISD and ACE Mentor Program of Greater San Antonio, Inc. (ACE)
Presenter:	Johnny Vahalik, Assistant Superintendent for CCMR
Cost:	Est. \$3500.00
Board Goal:	Goal 9 – Increase the percent College, Career, & Military Ready (CCMR)

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
100-125	8	4	\$35	N/A	N/A

### HISTORICAL DATA

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

<p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p>	<p>Is this a renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>This is a renewal for four high schools. This MOU is good through May of 2024. Participation in the ACE program has increased from about 20 participants to 40 participants this year. We hope to continue to grow over the next few years.</p> <p>The costs are estimated to cover teachers to participate afterschool and transportation costs. This is covered by Career and Technical Education budgeted funds.</p> <p>ACE stands for Architecture, Construction and Engineering – the three cornerstones of the construction industry. It is the fastest-growing mentoring program in America that introduces students to the vast amount of opportunity there is if you want to explore this industry.</p> <p>ACE is an after-school program for high school students who are interested in learning about career opportunities in Architecture, Construction, Engineering, and related construction professions.</p>
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Agreement Between SAISD and The Board of School Commissioners of Mobile County (JROTC Program)**

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

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**     Johnny Vahalik, Assistant Superintendent of College, Career and Military Readiness

**MEETING DATE:** October 12, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Agreement between SAISD and the Board of School Commissioners of Mobile County to receive \$362,382.00 over the next four years to offer a six-day, all-inclusive residential STEM Academy each summer for 120 JROTC students.

The SAISD JROTC program is the sub-awardee of a Department of Defense JROTC STEM Leadership Academy grant named “Scaling Up the JROTC STEM Leadership Academy: Leveraging the JROTC Network to Increase the STEM Pipeline”. The grant is awarded to Mobile County Public System effective September 15, 2021 to September 14, 2025.

STEM Leadership programs by summer include (tentative):

- Maritime – Summer 2022 – Texas A&M Galveston
- Advanced Manufacturing – Summer 2023 – UTSA, St. Mary’s, OLL, or Trinity
- Aviation – Summer 2024 – UTSA, St. Mary’s, OLL, or Trinity
- Cyber Security – Summer 2025 – UTSA, St. Mary’s, OLL, or Trinity

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Recommend that the Board approve the Agreement with the Board of School Commissioners of Mobile County as presented.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 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.

**AGREEMENT  
BETWEEN  
THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY  
AND  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

This Agreement is made by and between the Board of School Commissioners of Mobile County, hereinafter referred to as the “BOARD”, whose principal place of business is One Magnum Pass, Mobile, Alabama 36618, and San Antonio Independent School District (SAISD), hereinafter referred to as the “CONTRACTOR”, whose address is 514 W. Quincy Avenue, San Antonio, TX 78212, to be effective as of the date signed by both the BOARD and the CONTRACTOR.

The purpose of this Agreement is for the BOARD to retain the services of the CONTRACTOR to serve as the fiscal agent and project director of a replication site within the SAISD, for the JROTC STEM Leadership Academy as described in the Department of Defense award #HQ000342110009, titled “Scaling Up the JROTC STEM Leadership Academy: Leveraging the JROTC Network to Increase the STEM Pipeline” awarded to the Mobile County Public School System (MCPSS) effective September 15, 2021 to September 14, 2025 with Dr. Susan Hinton as Principal Investigator and LTC Robert Franklin Barrow as Project Director.

For and in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and the CONTRACTOR hereby agree as follows:

**SPECIFIC PROVISIONS**

1. **Services.** The CONTRACTOR shall provide project direction and administration of the subaward budget (Exhibit A) for the replication of the JROTC STEM Leadership Academy, hereafter referred to as the “STEM ACADEMY”, for the CONTRACTOR’s JROTC program and as described in the Department of Defense (DoD) award #HQ000342110009, titled “Scaling Up the JROTC STEM Leadership Academy: Leveraging the JROTC Network to Increase the STEM Pipeline”, hereafter referred to as the “DOD AWARD”, awarded to the Mobile County Public School System (MCPSS) effective September 15, 2021 to September 14, 2025 with Dr. Susan Hinton as Principal Investigator and LTC Robert Frank Barrow as Project Director. CONTRACTOR shall provide personnel, travel, participant support, subsistence, materials, supplies and other expenses required to implement the STEM Academy, all as described in the Technical Application for the DOD AWARD, as per Exhibit B attached hereto and fully incorporated herein by reference, for the STEM ACADEMIES that will take place each summer from 2022 to 2025, inclusively, each engaging 120 JROTC Cadets recruited from the SAISD area and 44 instructors per year. This includes the CONTRACTOR providing salaries of

up to 28 JROTC Cadre STEM Instructors. Each STEM ACADEMY is a residential 6-day experience for 120 JROTC Cadets to create awareness of area STEM industries and job opportunities, provide exposure to post-secondary STEM opportunities, and develop STEM and 21<sup>st</sup> century workplace skills, as well as incorporate requirements of the JROTC Junior Cadet Leadership Challenge (JCLC) as required by the U.S. Army. The personnel services include the SAISD Director of Army Instruction (DAI) as Project Director for the subaward establishing and supervising a STEM Leadership Team who receives monthly support and guidance during 2021-2022 from STEMWorksII LLC to ensure the STEM ACADEMIES are implemented as described in the DOD AWARD each summer from 2022 to 2025, inclusively, using the curriculum provided and approved by STEMWorksII LLC, as follows: Maritime in the Summer of 2022; Advanced Manufacturing, Summer 2023; and Aviation, Summer 2024, with CONTRACTOR's choice for Summer, 2025. The CONTRACTOR supervises the recruitment of Cadets and hiring of STEM instructors and other staff (e.g., nurse,) for each STEM ACADEMY. CONTRACTOR ensures travel is arranged for and conducted as described in the DOD AWARD (e.g., buses) during each STEM ACADEMY for field trips and for the STEM Leadership Team to travel to the Academy Implementers Conference in 2022, 2023, and 2024. The CONTRACTOR makes arrangements for subsistence required for each STEM ACADEMY, including housing, facilities, and meals during the STEM Academies. CONTRACTOR provides materials and supplies required to implement the STEM curriculum, branded materials for Cadets and instructors, printing, and general office supplies. CONTRACTOR acknowledges that this agreement includes reduced funding for the Summer 2025 STEM ACADEMY as the CONTRACTOR is expected to have moved to other funding sources by that fourth year, per the DOD AWARD. Additionally, the CONTRACTOR ensures participation in research and evaluation interviews and surveys as described in the DOD AWARD and submit annual reports to the MCPSS Project Director.

2. **Contract Period.** This Agreement shall be for a period commencing retroactively on September 15, 2021 , and ending on September 14, 2025.
3. **Place of Work.** The CONTRACTOR shall perform the services at SAISD and training and residential sites identified and approved for each summer STEM ACADEMY, and/or as directed by the BOARD or its designee.
4. **Payment.** The BOARD shall pay the CONTRACTOR a total amount not to exceed Three Hundred Sixty Two Thousand Three Hundred Eighty-Two Dollars and no/100s (\$362,382.00), which shall include all fees and expenses of every nature due under this Agreement, provided paragraph five (5) is complied with by the CONTRACTOR. The total payment amount is calculated as per the CONTRACTOR's subaward projected budget approved by the DOD and included in Exhibit B attached hereto.

Payments shall be made in four (4) installments each year during the term of this Agreement as per the schedule below:

Payment due	2021-2022	2022-2023	2023-2024	2024-2025
On or before November 1	\$ 12,486.62	\$ 12,861.37	\$ 12,861.37	\$ 7,087.87
On or before February 1	\$ 37,459.88	\$ 38,585.13	\$ 38,585.13	\$ 21,263.63
On or before May 1	\$ 37,459.88	\$ 38,585.13	\$ 38,585.13	\$ 21,263.63
On or before September 14	\$ 12,486.62	\$ 12,861.37	\$ 12,861.37	\$ 7,087.87
Total for each year	\$99,893.00	\$102,893.00	\$102,893.00	\$56,703.00
<b>Grand Total for all four (4) years</b>	<b>\$362,382.00</b>			

5. **Documentation of Services.** Prior to receiving payment, the CONTRACTOR shall submit to the BOARD documentation as evidence of services, including, at a minimum, a detailed invoice reflecting expenditures to date per budget category. CONTRACTOR is responsible for maintaining documentation that supports each expenditure include in the detailed invoice and, upon request, must provide to the MCPSS Project Director.
  
6. **Special Provisions.** CONTRACTOR agrees to comply with the Department of Defense Research and Development General Terms and Conditions dated March, 2021 (as appropriate) as set forth in Attachment 1 and fully incorporated herein by reference as well as any special conditions included in the DOD AWARD. CONTRACTOR also agrees to comply with the certifications and assurances set forth on Attachment 2 National Policy Requirements and fully incorporated herein by reference. In addition, CONTRACTOR assures that an acknowledgement of the support of the NDEP-STEM Education, Outreach and Workforce Initiative Programs will be included in all project-related materials, including digital, and that the Director of Army Instruction (DAI) will review all for sensitive information prior to release of any materials as specified in the Work Plan description on p. 45 of the Funding Opportunity Announcement for HQ0034-21-S-F001.
  
7. **Notice.** Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when either (1) hand-delivered to the party's representative below, or (2) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the party's representative below, at the address set forth herein, or at such other address as a party hereto shall have specified by written notice to the other party hereto delivered in accordance herewith.

**If to the BOARD:** Superintendent of Schools  
Board of School Commissioners of Mobile County  
P.O. Box 180069  
Mobile, Alabama 36618

**If to the CONTRACTOR:** Superintendent of Schools  
San Antonio Independent School District  
514 W. Quincy Avenue  
San Antonio, TX 78212

8. **Time.** The BOARD relies upon the CONTRACTOR to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.
9. **Termination.** This Agreement may be terminated by either party providing fourteen (14) days written notice to the other party as set forth above. In addition, this Agreement may be terminated at any time by mutual, written consent of both parties. The BOARD's Superintendent shall be the BOARD's designee with full authority to terminate this Agreement as set forth above. In the event of termination the CONTRACTOR shall immediately refund and repay any amount that was paid by the BOARD under this Agreement for services which have not been performed or completed or goods which have not been provided.

### **MISCELLANEOUS PROVISIONS**

1. **Independent Contractor; No Agency.** It is mutually agreed and understood by the parties to this Agreement that,
  - a. the services of the CONTRACTOR are retained on an independent contractor basis;
  - b. the BOARD asserts no control or reserved right of control over the activities of the CONTRACTOR or the officers, directors, employees, servants, agents, or subcontractors of the CONTRACTOR;
  - c. all officers, directors, employees, servants, agents, and subcontractors of the CONTRACTOR are selected, employed and terminated exclusively by the CONTRACTOR, shall not be agents or employees of the BOARD and shall not make a claim for any benefit that is conferred upon an employee of the BOARD including, but not limited to, status under the Students First Act of Alabama;
  - d. neither party is authorized to act as an agent for, or legal representative of, the other party; and
  - e. neither party shall have the authority to assume or create any obligation on behalf of, or in the name of, or binding upon, the other party.
2. **Authority.** This Section applies if CONTRACTOR is any type of entity other than an individual: In order to induce the Board to execute this Agreement, CONTRACTOR represents and warrants to the Board that (a) CONTRACTOR is a duly organized corporation, limited liability company or other statutorily recognized legal entity validly existing and in good standing under the laws of the State of its formation, (b)

CONTRACTOR is authorized to do business in or with entities in the State of Alabama (c) the person executing this Agreement on behalf of CONTRACTOR has full power and authority to execute and deliver this Agreement to the BOARD and (d) this Agreement constitutes the valid and legally binding obligation of CONTRACTOR, enforceable in accordance with its terms and conditions.

3. **Amendment.** This Agreement may be amended only by an instrument in writing signed by the parties hereto.
4. **Time is of the essence.** Time is of the essence in the performance of all of the terms and conditions of this Agreement.
5. **No Assignment.** It is expressly understood and agreed that the services provided by the CONTRACTOR require special expertise. Neither this Agreement nor any duties or obligations under this Agreement shall be assignable or delegable by the CONTRACTOR unless approved in writing by the BOARD, such approval to be in the sole discretion of the BOARD. In the event of an assignment or delegation by the CONTRACTOR without the approval in writing by the BOARD, this Agreement shall automatically become null and void.
6. **Legal Construction.** Should any one or more of the provisions contained in this Agreement for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality or unenforceability shall not affect any of the other provisions of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it. Any ambiguities in this Agreement, or any amendment or exhibit hereto, shall not be resolved against the drafter but shall be construed in accordance with their fair meaning. The parties hereto additionally acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement. If two or more persons or entities are designated herein as CONTRACTOR, then all such persons or entities shall be jointly and separately liable for the obligations of the CONTRACTOR hereunder.
7. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the CONTRACTOR and the BOARD and their respective successors, heirs, or assigns, as the case may be.
8. **Compliance with Applicable Laws.** CONTRACTOR will comply with the requirements of all applicable laws, statutes, ordinances, rules, regulations and orders of all governmental authorities.
9. **Headings.** The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein, and shall be of no effect in the construction of this Agreement.

10. **Third Parties.** Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any rights, licenses, powers, privileges or remedies. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty of a party hereto to a non-party to this Agreement.
11. **Survival.** The representations, warranties and covenants contained or made in the Agreement shall survive the expiration or termination of this Agreement, and the performance of the work contemplated by this Agreement, for the maximum period allowed by law.
12. **Waiver.** The waiver by a party hereto of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent or other breach or violation of that provision, or of any other provision(s) of this Agreement.
13. **Default.** It shall be an event of default hereunder if either party breaches a term or provision of this Agreement and fails to cure such breach within fourteen (14) days after receiving written notice from the other party of such breach. In the event of default by the CONTRACTOR, the CONTRACTOR shall immediately refund and repay any amount that was prepaid by the BOARD under this Agreement for services which have not been performed or completed, which remedy shall be in addition to any other rights or remedies at law or in equity to which BOARD may be entitled.
14. **Limitation on Damages.** In no event shall the BOARD or any of its Commissioners, officers, employees, agents, or servants be liable to the CONTRACTOR for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this Agreement, or to the performance of or breach of any provision hereof.
15. **No Limitation on Immunity or Other Defenses.** Nothing in this Agreement may be construed to limit in any way any immunity afforded to the BOARD and/or its Commissioners, officers, employees, agents or servants pursuant to federal or state constitutional, statutory, or common law. Nothing in this Agreement may be construed to limit any defense or limitation on damages available at law or in equity to the BOARD and/or its Commissioners, officers, employees, agents or servants.
16. **Force Majeure.** The parties' obligations under this Agreement are subject to, and neither party shall be liable for, delays or failure to perform caused by or due to fire, flood, water, weather events, labor disputes, power outages, civil disturbances, epidemics, pandemics, quarantines, adverse economic conditions, acts of God or the public enemy, or any other cause beyond the party's reasonable control.
17. **Entire Agreement.** This Agreement is a complete integration of and supersedes any and

all prior understandings, writings, proposals, representations, and/or agreements, both oral and written, between the parties to this Agreement with respect to its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives who sign below.

**BOARD OF SCHOOL COMMISSIONERS  
OF MOBILE COUNTY**

**BY:** \_\_\_\_\_  
**CHRESAL D. THREADGILL**  
**As its Superintendent of Schools**  
**DATE:** \_\_\_\_\_

**SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT**

**BY:** \_\_\_\_\_  
**PEDRO MARTINEZ**  
**As its Superintendent of Schools**  
**DATE:** \_\_\_\_\_

**EXHIBIT A**

**Scaling Up the JROTC STEM Leadership Academy:  
Leveraging the JROTC Network to Increase the STEM Pipeline**

**San Antonio Independent School District  
Subaward Budget**

	<b>9.15.21- 9.14.22</b>	<b>9.15.22- 9.14.23</b>	<b>9.15.23- 9.14.24</b>	<b>9.15.24- 9.14.25</b>
<b>Senior Personnel</b>	<b>\$1,400</b>	<b>\$1,400</b>	<b>\$1,400</b>	<b>\$1,400</b>
<b>Participant Support</b>				
<b>Stipends</b>	<b>\$34,183</b>	<b>\$34,183</b>	<b>\$34,183</b>	<b>\$31,183</b>
<b>Travel</b>	<b>\$1,440</b>	<b>\$4,440</b>	<b>\$4,440</b>	<b>\$7,440</b>
<b>Subsistence</b>	<b>\$39,690</b>	<b>\$39,690</b>	<b>\$39,690</b>	<b>0</b>
<b>Materials and     Other</b>	<b>\$23,180</b>	<b>\$23,180</b>	<b>\$23,180</b>	<b>\$16,680</b>
<b>Total</b>	<b>\$99,893</b>	<b>\$102,893</b>	<b>\$102,893</b>	<b>\$56,703</b>



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	College, Career and Military Readiness
Board Meeting Date:	October 12, 2021
Agenda Title:	Approval of the Agreement Between SAISD and The Board of School Commissioners of Mobile County (JROTC Program)
Presenter:	Johnny Vahalik, Assistant Superintendent of College, Career and Military Readiness
Cost:	\$0
Board Goal:	Goal 9 – Increase the percent College, Career, & Military Ready (CCMR)

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
100-120	14	7	n/a	n/a	n/a

### HISTORICAL DATA

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

<p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p>	<p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>This is a four-year agreement (2022-2025) to receive up to \$362,382 to offer four annual JROTC STEM Leadership Academy camps during the summer for 120 JROTC students.</p> <p>The purpose of the six-day residential JROTC STEM Leadership Academy is to engage a unique population of high school students, 9th and 10th grade JROTC cadets, in STEM content, skills, and fields of study needed by business and industry today. The Academy is designed to increase awareness of good-paying STEM career opportunities in our area for SAISD youth and what it takes to secure these jobs.</p> <p>This will be a new camp that we have not offered to students in the past.</p> <p>To review the 193 page application <a href="#">click here</a>.</p>
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of Monthly Budget Reports and Amendments for October 2021

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

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

**PRESENTER:**        Larry A. Garza

**MEETING DATE:** October 12, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The monthly Amended Budget report is a one page summary of the budget amendment impact on the 2021-2022 original budget adopted by the Board for the General Fund, Food Service Fund, and Debt Service Fund. Budget amendments are presented to the Board at a regularly scheduled business meeting. The original budget is amended when changes take place from one function to another function or when a request is made to increase or decrease the budget.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board of Trustees approve the budget amendments for the month of October 2021.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

As indicated on the following pages.

### **IV. 2021-2022 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.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment No. 2**  
**For OCTOBER 2021**  
**Board Agenda**  
**GENERAL OPERATING FUND**

<b>REVENUE</b>	<b>Budget</b>			<b>Budget</b>	
	<b>As Adopted July 1, 2021</b>	<b>Budget as Amended</b>	<b>Administrative Adjustments #2</b>	<b>BA No.2 Changes</b>	<b>As Amended Thru BA #2</b>
5700 Local	\$ 219,431,884	\$ 219,431,884	\$ -	\$ -	\$ 219,431,884
5800 State	256,498,000	256,498,000	-	-	256,498,000
5900 Federal	11,600,000	11,600,000	-	-	11,600,000
Total Revenue	487,529,884	487,529,884	-	-	487,529,884
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	487,529,884	487,529,884	-	-	487,529,884
7900 Other Resources	-	-	-	-	-
<b>Total Revenue &amp; Other Resources</b>	<b>\$ 487,529,884</b>	<b>\$ 487,529,884</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 487,529,884</b>
<b>APPROPRIATIONS</b>					
11 Instruction	\$ 265,209,062	\$ 264,921,976	\$ (442,253)		\$ 264,479,723
12 Inst Resources & Media	5,310,627	5,310,627	2,624	-	5,313,251
13 Curriculum & Prof. Dev.	16,259,165	16,416,027	216,771	-	16,632,798
21 Instructional Administration	11,907,127	11,938,530	34,498	-	11,973,028
23 School Leadership	39,690,920	39,709,758	54,508	-	39,764,266
31 Guidance & Counseling	16,633,286	16,643,564	(66,283)	-	16,577,281
32 Social Work Services	2,539,446	2,539,446	-	-	2,539,446
33 Health Services	9,718,084	9,736,084	2,785	-	9,738,869
34 Student Transportation	12,281,572	12,223,401	-	-	12,223,401
35 Food Services	157,343	157,343	-	-	157,343
36 Cocurricular/Extracurricular	13,126,071	13,118,807	(4,631)	-	13,114,176
41 General Administration	16,645,261	16,665,723	121,315	-	16,787,038
51 Plant Maintenance	54,892,195	54,965,302	(87,158)	-	54,878,144
52 Security & Monitoring	6,275,663	6,276,608	495	-	6,277,103
53 Data Processing	10,279,323	10,297,686	283	-	10,297,969
61 Community Services	4,556,018	4,560,281	43,316	-	4,603,597
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	738,159	738,159	123,730	-	861,889
93 Payments to Members SSA	-	-	-	-	-
95 Payments to JJAEP	45,320	45,320	-	-	45,320
99 Intergovernmental Charges	1,263,193	1,263,193	-	-	1,263,193
Total Appropriations	487,527,835	487,527,835	-	-	487,527,835
Other Uses	2,049	2,049	-	-	2,049
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 487,529,884</b>	<b>\$ 487,529,884</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 487,529,884</b>
Beginning Fund Balance 7/01/21 <sup>1</sup>	\$ 106,872,221	\$ 106,872,221			\$ 106,872,221 <sup>1</sup>
Net Revenue/Sources over (Appropriations) / (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance 6/30/22	\$ 106,872,221	\$ 106,872,221		\$ -	\$ 106,872,221

1. Preliminary Projection as of June 30, 2021

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment No. 2**  
**For OCTOBER 2021**  
**Board Agenda**  
**FOOD SERVICE FUND**

<b>REVENUE</b>	<b>Budget As Adopted July 1, 2021</b>	<b>Budget As Amended</b>	<b>Administrative Adjustments #2</b>	<b>BA No.2 Changes</b>	<b>Budget As Amended Thru BA #2</b>
5700 Local	\$ 1,118,000	\$ 1,118,000	\$ -	\$ -	\$ 1,118,000
5800 State	161,000	161,000	-	-	161,000
5900 Federal	48,220,000	48,220,000	-	-	48,220,000
Total Revenue	49,499,000	49,499,000	-	-	49,499,000
7900 Other Resources	2,049	2,049	-	-	2,049
<b>Total Revenue &amp; Other Resources</b>	<b>\$ 49,501,049</b>	<b>\$ 49,501,049</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49,501,049</b>
<b>APPROPRIATIONS</b>					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	46,436,877	46,436,877	-	-	46,436,877
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	3,064,123	3,064,123	-	-	3,064,123
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	49,501,000	49,501,000	-	-	49,501,000
Other Uses	-	-	-	-	-
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 49,501,000</b>	<b>\$ 49,501,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49,501,000</b>
Beginning Fund Balance 7/01/21 <sup>1</sup>	\$ 774,855	\$ 774,855			\$ 774,855 <sup>1</sup>
Net Revenue/Sources over (Appropriations) / (Uses)	\$ 49	\$ 49		\$ -	\$ 49
Ending Fund Balance 6/30/22	\$ 774,904	\$ 774,904	\$ -	\$ -	\$ 774,904

<sup>1</sup> Preliminary Projection as of June 30, 2021.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment No. 2**  
**For OCTOBER 2021**  
**Board Agenda**  
**DEBT SERVICE FUND**

<b>REVENUE</b>	<b>Budget As Adopted July 1, 2021</b>	<b>Budget As Amended</b>	<b>Administrative Adjustments #2</b>	<b>BA No.2 Changes</b>	<b>Budget As Amended Thru BA #2</b>
5700 Local	\$ 96,434,050	\$ 96,434,050	\$ -	\$ -	\$ 96,434,050
5800 State	40,000	40,000	-	-	40,000
5900 Federal	1,650,000	1,650,000	-	-	1,650,000
Total Revenue	98,124,050	98,124,050	-	-	98,124,050
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	98,124,050	98,124,050	-	-	98,124,050
7900 Other Resources	-	-	-	-	-
<b>Total Revenue &amp; Other Resources</b>	<b>\$ 98,124,050</b>	<b>\$ 98,124,050</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,124,050</b>
<b>APPROPRIATIONS</b>					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	-	-	-	-	-
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	-	-	-	-	-
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	54,285,001	54,285,001	-	-	54,285,001
72 Debt Services- Interest	50,623,879	50,623,879	-	-	50,623,879
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	104,908,880	104,908,880	-	-	104,908,880
Other Uses	-	-	-	-	-
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 104,908,880</b>	<b>\$ 104,908,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 104,908,880</b>
Beginning Fund Balance 7/01/21 <sup>1</sup>	\$ 125,968,627	\$ 125,968,627			\$ 125,968,627 <sup>1</sup>
Net Revenue/Sources over (Appropriations) / (Uses)	\$ (6,784,830)	\$ (6,784,830)	\$ -	\$ -	\$ (6,784,830)
Ending Fund Balance 6/30/22	\$ 119,183,797	\$ 119,183,797			\$ 119,183,797

<sup>1</sup> Preliminary Projection as of June 30, 2021.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**AMENDED BUDGET**  
**For Fiscal Year Ending June 30, 2022**

<b>CODE</b>	<b>REVENUES</b>	<b>GENERAL FUND</b> M&O Tax Rate \$1.021050	<b>FOOD SERVICE</b>	<b>DEBT SERVICE</b> I&S Tax Rate \$0.481250	<b>TOTAL</b> Tax Rate \$1.502300
5700	Local Revenue	\$ 219,431,884	\$ 1,118,000	\$ 96,434,050	\$ 316,983,934
5800	State Revenue	256,498,000	161,000	40,000	256,699,000
5900	Federal Revenue	11,600,000	48,220,000	1,650,000	61,470,000
	<b>TOTAL REVENUES</b>	<b>\$ 487,529,884</b>	<b>\$ 49,499,000</b>	<b>\$ 98,124,050</b>	<b>\$ 635,152,934</b>
	<b>APPROPRIATIONS</b>				
0011	Instruction	\$ 264,479,723	\$ -	\$ -	\$ 264,479,723
0012	Instructional Resources & Media Svcs.	5,313,251	-	-	5,313,251
0013	Curriculum Development & Inst Staff Dev	16,632,798	-	-	16,632,798
0021	Instructional Leadership	11,973,028	-	-	11,973,028
0023	School Leadership	39,764,266	-	-	39,764,266
0031	Guidance, Counseling & Evaluation Svc.	16,577,281	-	-	16,577,281
0032	Social Work Services	2,539,446	-	-	2,539,446
0033	Health Services	9,738,869	-	-	9,738,869
0034	Student ( Pupil) Transportation	12,223,401	-	-	12,223,401
0035	Food Services	157,343	46,436,877	-	46,594,220
0036	Cocurricular /Extracurricular Activities	13,114,176	-	-	13,114,176
0041	General Administration	16,787,038	-	-	16,787,038
0051	Plant Maintenance & Operations	54,878,144	3,064,123	-	57,942,267
0052	Security & Monitoring Services	6,277,103	-	-	6,277,103
0053	Data Processing Services	10,297,969	-	-	10,297,969
0061	Community Services	4,603,597	-	-	4,603,597
0071	Debt Services- Principal	-	-	54,285,001	54,285,001
0072	Debt Services- Interest	-	-	50,623,879	50,623,879
0073	Debt Services- Other Costs	-	-	-	-
0081	Facilities Acquisition & Construction	861,889	-	-	861,889
0093	Payments to Members SSA	-	-	-	-
0095	Payments to JJAEP	45,320	-	-	45,320
0099	Other Intergovernmental Charges	1,263,193	-	-	1,263,193
	<b>TOTAL APPROPRIATIONS</b>	<b>\$ 487,527,835</b>	<b>\$ 49,501,000</b>	<b>\$ 104,908,880</b>	<b>\$ 641,937,715</b>
	<b>OTHER RESOURCES &amp; USES</b>				
7900	Other Resources	\$ -	\$ 2,049	\$ -	\$ 2,049
8900	Other Uses	(2,049)	-	-	(2,049)
		<b>\$ (2,049)</b>	<b>\$ 2,049</b>	<b>\$ -</b>	<b>\$ -</b>
	Excess/(Deficit) Current Operations	\$ -	\$ 49	\$ (6,784,830)	\$ (6,784,781)
3000	From/(To) Fund Balance	-	(49)	6,784,830	6,784,781
	Difference	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
 For the Completed Fiscal Year of 2021-2022  
**Strategic Initiative Fund**  
 For Posted Data Available through August 2021

	Beginning* Balance	Prior Changes YTD	Changes This Period	Current Balance
<b>ASSETS</b>				
Cash and Cash Equivalents	\$ 7,241,963	\$ -		\$ 7,241,963
<b>INCREASES TO CASH:</b>				
QSCB Federal Subsidy Revenue	\$ -	\$ -	\$ -	\$ -
Transfer in from General Ledger		\$ -	\$ -	\$ -
<b>DECREASES TO CASH:</b>				
Payment for Prior Year Initiatives (A/P)	\$ -	\$ -	\$ -	\$ -
Payment for District Initiatives	\$ -	\$ -	\$ (62,268)	\$ (62,268)
Transfer Out for Construction/Renovation	\$ -	\$ -	\$ -	\$ -
<b>1000 Total Assets</b>	<b><u>\$ 7,241,963</u></b>	<b><u>\$ -</u></b>	<b><u>\$ (62,268)</u></b>	<b><u>\$ 7,179,695</u></b>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities & Pending Transfers:	\$ 740,335	\$ -	\$ -	\$ 740,335
<b>2000 Total Liabilities</b>	<b><u>740,335</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>740,335</u></b>
<b>FUND BALANCE:</b>				
Non Spendable Fund Balance:	-	-	-	-
Restricted Fund Balance:	-	-	-	-
Proj # Committed Fund Balance:				
12 Campus Supplemental Resources	1,945,784	-	-	1,945,784
13 Def Maint., Facilities Construction / Renovation or Land/Building Purchase	-	-	-	-
Proj # Assigned Fund Balance:				
11 Facilities and Technology Projects	4,555,844	-	(62,268)	4,493,576
<b>3000 Total Fund Balance</b>	<b><u>6,501,628</u></b>	<b><u>-</u></b>	<b><u>(62,268)</u></b>	<b><u>6,439,360</u></b>
<b>4000 Total Liabilities and Fund Balances</b>	<b><u>\$ 7,241,963</u></b>	<b><u>\$ -</u></b>	<b><u>\$ (62,268)</u></b>	<b><u>\$ 7,179,695</u></b>

\* Beginning balance reflects estimated balances as of August 31, 2021

**CALCULATION OF AVAILABLE FUND BALANCE:**

FUND BALANCE: For Posted Data Available through August 2021	\$7,179,695
Less Budget Appropriated or Accounts or Wages Payable	2,231,920
Add Back Paid Expenditures Reflected in Balance Sheet	62,268
<b>AVAILABLE FUND BALANCE:</b>	<b><u>\$5,010,043</u></b>



**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
 For the Completed Fiscal Year of 2021-2022  
**Professional Services managed**  
**by Board of Trustees**  
 For Posted Data Available through August 2021

	<u>Current Actual</u>	<u>Year to Date Actual</u>
<b>Legal Services- General Counsel (2021-22 Fiscal Year)</b> Escamilla & Poneck, LLP	<u>113,827</u>	<u>113,827</u>
<b>Audit Services (2020-21 Engagement Year)</b> Garza, Gonzalez & Associates	<u>-</u>	<u>-</u>
<b>Audit Services (2021-22 Engagement Year)</b> Garza, Gonzalez & Associates	<u>-</u>	<u>-</u>
<b>Legal Services- Financial Advisors (2021-22 Fiscal Year)</b> Frost Bank	<u>-</u>	<u>-</u>
<b>Total Professional Expenditures</b>	<b><u>\$ 113,827</u></b>	<b><u>\$ 113,827</u></b>