Harlandale ISD

Regular Meeting

Monday, March 16, 2020 6:15 PM

Wright Elementary, 115 E. Huff Ave., San Antonio, TX 78214
Agenda of Regular Meeting

The Board of Trustees
Harlandale Independent School District

A Regular Meeting of the Board of Trustees of Harlandale Independent School District will be held Monday, March 16, 2020, beginning at 6:15 PM, Wright Elementary, 115 E. Huff Ave., San Antonio, TX 78214. The Board may go into Closed Session on any agenda item, if permitted under Chapter 551 of the Texas Government Code. In such event, the Board President will announce the applicable Government Code Section prior to the Board going into Closed Session.

1. Meeting called to order
   A. Roll call and recording of Board Members present
   B. Declaration of quorum present.
   C. Recording of Superintendent and staff members present.
   D. Thought for the Day and Pledges of Allegiance.

2. Announcements and Recognition
   • Recognition of TEA Representative

3. Lone Star Governance

4. Public Comment – Three-minute maximum per speaker. Citizens are offered an opportunity to address the Board without prior approval. The topics addressed shall be limited to those specifically included on the board’s agenda and/or district related. The Board will not comment or engage in discussion. Presentations shall be informative only - no Board action will be taken. Presentations shall not include statements which may be considered defamatory, inflammatory, and/or threatening, against a person or the District; and speakers shall not mention student names unless naming your own child, nor address a complaint against a District employee or officer. Such complaints will be handled through the guidelines set out in District Policy. At all other times, members of the public shall not enter into any discussion or debate on matters being considered by the Board. The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

5. Consent
   A. Approve the February 3, 11, 13, 18, 2020 board meeting minutes. 4
   B. Report gift(s) accepted on behalf of the Board per policy CDC (Local). 10
   C. Approve the Local Credit by Examination for Spanish I, II, and III. 12
   D. Approve the ELAR Textbook Adoption for Proclamation 2020. 22
   E. Consider and take appropriate action regarding the budget amendments to the General Fund for the 2019-20 fiscal year. 37
F. Consider and take appropriate action to approve an agreement with the Community Education Foundation DBA Bexar County Schools Community Education Coalition and the related appropriation of funds for membership.

6. Individual Items

A. The board will be asked to approve the One-Time Early Resignation Incentive for Eligible Employees for the 2019-2020 school year.

B. Adopt the new Public School District Interlocal Agreement as approved by City Council on February 21, 2020.

7. Convene in Closed Session as authorized by the Texas Government Code, Chapter 551, Sections 551.071 through 551.084.

A. The Board will discuss the recommended Regular Personnel Report (TGC 551.074).

8. Convene in Open Session and take appropriate action on items discussed in Closed Session.

9. Adjourn

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on March 6, 2020.

_________________________
Gerardo Soto
Superintendent of Schools
The Board of Trustees of the Harlandale Independent School District met for a Special Call Board meeting on Monday, February 3, 2020 at Central Office PDC, 102 Genevieve, San Antonio, Texas 78214. Mr. Ricardo Moreno, President, called the meeting to order at 5:36 PM.

Roll Call: Mr. Ricardo Moreno, President; Mr. Juan Mancha, Vice President; Mr. Esequiel Mendoza, Secretary; Ms. Christine Carrillo, Ms. Norma Cavazos, Ms. Elizabeth Limon, Ms. Elaine Anaya-Ortiz, Members. The Chair declared a quorum present.

Also present: Gerardo Soto, Superintendent, and Mr. Orin Moore, TASB, consultant.

The Board and Superintendent will convene in a Governance Team building session conducted by TASB. Mr. Moore presented Team Building strategies to the board and superintendent.

The board adjourned at 8:30 PM.

________________________________________  __________________________________
Esequiel “Zeke” Mendoza, Secretary                Ricardo Moreno, President
The Board of Trustees of the Harlandale Independent School District met for a Special Call Board meeting on Tuesday, February 11, 2020 at Central Office PDC, 102 Genevieve, San Antonio, Texas 78214. Mr. Ricardo Moreno, President, called the meeting to order at 5:35 PM.

Roll Call: Mr. Ricardo Moreno, President; Mr. Esequiel Mendoza, Secretary; Ms. Norma Cavazos, Ms. Elizabeth Limon, Ms. Elaine Anaya-Ortiz, Members. The Chair declared a quorum present. Ms. Carrillo and Mr. Mendoza were absent.

Also present: Gerardo Soto, Superintendent; Ms. Samantha Gallegos, Assist. Supt. for Curriculum and Instruction. Dr. Linda McAnelly, Region 20 consultant, and Phillip McAnelly, parliamentarian consultant.


The workshop ended at 8:20 PM.

______________________________  ____________________________
Esequiel “Zeke” Mendoza, Secretary  Ricardo Moreno, President
The Special Call Board meeting of the Board of Trustees of the Harlandale Independent School District scheduled for Thursday, February 13, 2020 was cancelled and postponed for a future date.

Esequiel “Zeke” Mendoza, Secretary

Ricardo Moreno, President
The Board of Trustees of the Harlandale Independent School District met for a Regular Call Board meeting on Tuesday, February 18, 2020 at Stonewall Flanders Elementary School, 804 Stonewall, San Antonio, Texas 78214. Mr. Ricardo Moreno, President, called the meeting to order at 6:16 PM. Mr. Moreno called for a Moment of Silence in respect to Sgt. Javier J. Gutierrez from San Antonio who was recently killed in action in Afghanistan. He attended elementary and middle school in Harlandale ISD.

Roll Call: Mr. Ricardo Moreno, President; Mr. Juan Mancha, Vice President; Mr. Esequiel Mendoza, Secretary; Ms. Christine Carrillo, Ms. Norma Cavazos, Ms. Elizabeth Limon, Ms. Elaine Anaya-Ortiz, Members. The Chair declared a quorum present.

Staff Present: Gerardo Soto, Superintendent; Richard Hernandez, Assist. Supt. for Finance; Samantha Gallegos, Assist. Supt. for Instruction; Dr. Salinas, Executive Dir. Human Resources; Albert Rosales, Public Information Officer; Blanche Diaz, Recorder. Also present was Robert “Woody” Wilson, attorney, Sanchez and Wilson.

Dr. Linda McAnelly and Nicole Smith, Region 20 presenters, worked with the board members to update the Board Operating Procedures and continue providing Lone Star Governance leadership.

Dr. Smith, principal of Stonewall Flanders ES, gave the thought of the day; and students led in the invocation and pledges.

The District will conduct a public hearing on the District’s Texas Academic Performance Report (TAPR) for 2018-2019: Members of the DPERC presented the report and included 2019 Student Demographics, Enrollment by Program, Teacher Ethnic Distribution, Teachers Years of Experience and Overall Performance of 3rd – 8th, End of Course, Attendance and Dropout Rates, Graduation Rates, CCMR graduates, Graduates Enrolled in Texas Institutions of Higher Education, and Average SAT Scores/All Subject.

Lone Star Governance: Ms. Carrillo motioned to adopt and update the Board Goals and Goal Progress Measures and Mr. Mendoza seconded. Board members read the Mission Statement, Vision Statement, Goals #1 through #4 (#4 is a new one) and the Goal Progress Measures accordingly. After discussion, Messrs. Mancha, Mendoza, Moreno, Ms. Carrillo, Ms. Cavazos, Ms. Limon, Ms. Ortiz voted in favor and the motion carried.

Ms. Carrillo motioned to adopt the Superintendent Goals and Constraint Progress Measures and Mr. Mendoza seconded. Goal 1: The superintendent shall not allow any campus to receive either a D or F rating. The percent of teachers who score below proficient on TTES Dimension 2.1 (Achieving Expectations) and Dimension 2.2 (Content Knowledge & Expertise) will decrease by 2% each year through August 2023. Baseline: 11% not at proficient on 2.1 (Achieving Expectations) and 12% not at proficient on 2.2 (Content Knowledge & Expertise).
Goal 2: The superintendent shall not allow more than 20% inexperienced teachers (0-1 years) on traditional campuses and 25% on alternative campuses. The retention rate of teachers in the district will maintain at or exceed 85% through December 2023. Baseline: 2018-2019 (85.4%) 2017-2018 (84.9%) 2016-2017 (85.1%). After discussion, Messrs. Mancha, Mendoza, Moreno, Ms. Carrillo, Ms. Cavazos, Ms. Limon, Ms. Ortiz voted in favor and the motion carried.

Consent: Ms. Carrillo motioned to approve by consent items 6A through 6M and Ms. Ortiz seconded:

A. January 21, 22, 2020 board meeting minutes
B. renewal of the MOUs/Contracts/Agreements for the 2020-2021 school year for the following agencies/vendors:
   - Curriculum & Instruction
   - Early College High School
   - MOU with ACCD Palo Alto College
   - Texas State Technical College (Dual Enrollment)
C. gift(s) accepted on behalf of the Board
D. budget amendments to the General Fund and the General Fund’s sub-fund of Donations for the 2019-20 fiscal year
E. award RFP 190040 for the purchase of basic maintenance for Aruba WiFi (ERATE)
F. award RFP 190041 for the basic maintenance for network switches and routers (ERATE)
G. award RFP 190042 for MDF/IDF switch and router upgrade, phase II (ERATE)
H. award RFP 190043 for Uninterruptible Power Supply (UPS) upgrade (ERATE)
I. award RFP 190045 for basic maintenance for the ShoreTel VoIP phone system
J. award RFP 190046 for Session Initiation Protocol (SIP) trunking services
K. award RFP 190048 for network support services
L. Kronos annual maintenance agreement through OMNIA Purchasing Cooperative Contract #14-JLR-003
M. public safety radio system equipment through DIR Purchasing Cooperative Contract #DIR-TSO-4101.

Messrs. Mancha, Mendoza, Moreno, Ms. Carrillo, Ms. Cavazos, Ms. Limon, Ms. Ortiz voted in favor and the motion carried.

Closed Session: Ms. Carrillo moved to go into closed session as authorized by TGC 551.071-551.084 to discuss the following agenda items and Mr. Mendoza seconded:

A. The Board will discuss the recommended Regular Personnel Report (TGC 551.074).
B. The Board will discuss the Superintendent’s recommendation for the appointment of an Executive Director of Maintenance and Operations for the Harlandale Independent School District and subject to future reassignment by the Superintendent (TGC 551.074).
C. Discussion regarding the proposals for the purchase of District real property, described as 100 acres +/- located in the District's southern boundaries (TGC 551.071) and 551.072).
D. Discussion and update on the Texas Education Agency investigation and decision made by the Commissioner of Education. (TGC 551.071).

Messrs. Mancha, Mendoza, Moreno, Ms. Carrillo, Ms. Cavazos, Ms. Limon, Ms. Ortiz voted in favor and the motion carried. The board convened in closed session at 7:45 PM
Open Session: At 9:55 PM, the board reconvened in open session. Ms. Carrillo moved to approve the recommended regular personnel report as discussed in closed session and Ms. Cavazos seconded. Messrs. Mancha, Mendoza, Moreno, Ms. Carrillo, Ms. Cavazos, Ms. Limon, Ms. Ortiz voted in favor and the motion carried.

Ms. Carrillo moved to approve Kyle Blakeney as Executive Director of Maintenance and Operations and subject to future reassignment by the Superintendent and Mr. Mendoza seconded. Messrs. Mancha, Mendoza, Moreno, Ms. Carrillo, Ms. Cavazos, Ms. Limon, Ms. Ortiz voted in favor and the motion carried.

Mr. Moreno moved to approve the sale of District property as described as 100 acres +/- located in the District’s southern boundaries and Ms. Carrillo seconded. Messrs. Mancha, Mendoza, Moreno, Ms. Carrillo, Ms. Limon voted in favor; Ms. Cavazos, Ms. Ortiz voted against. The motion carries.

Mr. Moreno read a statement regarding the TEA investigation and decision made by the Commissioner of Education.

There being no further business, Ms. Carrillo moved to adjourn and Ms. Ortiz seconded. All voted in favor and the meeting adjourned at 10:08 PM.

__________________________  ______________________________
Esequiel Mendoza, Secretary        Ricardo Moreno, President
TO: Members of the Board

FROM: Ricardo J. Hernandez, CPA
   Assistant Superintendent for Finance

PRESENTER: Gerardo Soto
   Superintendent

MEETING DATE: March 16, 2020

SUBJECT: Board Policy CDC (Local) report any gift(s)

In accordance with Board Policy CDC (Local), the Superintendent will report any gift(s) accepted on behalf of the Board. Enclosed is a summary of the gift(s) received.

Superintendent: ☑ Approved ☐ Rejected

Mr. Gerardo Soto
Superintendent
# Report of Gifts

## Summary

16-Mar-20

**MONETARY DONATIONS:**

<table>
<thead>
<tr>
<th>Campus Activity Fund (461)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Harlandale MS</td>
<td>Harlandale Alumni Basketball Association</td>
</tr>
<tr>
<td>Harlandale MS</td>
<td>School-Mart</td>
</tr>
<tr>
<td>Leal MS</td>
<td>Harlandale Alumni Basketball Association</td>
</tr>
</tbody>
</table>

Total Fund 461 $ 1,550

<table>
<thead>
<tr>
<th>Student Group Fund (865)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Harlandale HS</td>
<td>Alano Heights United Methodist Church</td>
</tr>
</tbody>
</table>

Total Fund 865 $ 2,210

**Total Monetary Donations** $ 3,760

**NON-MONETARY DONATIONS**

| CAMPUS          | DONATOR                      | ITEM DONATED     |  |
|-----------------|------------------------------|------------------|
| Columbia Heights ES | San Antonio Aquarium       | Annual Pass      | 200 |
| Columbia Heights ES | Sydney Hudson              | Incentives       | 150 |
| Social Workers  | Feed the Children           | School supplies  | 3,000 |
| Kingsborough MS | Lelicia Gomez                | Supplies         | 97  |

Total Non Monetary Donations $ 3,447

**GRAND TOTAL** $ 7,297
HARLANDALE ISD

TO: Members of the Board

FROM: Samantha Gallegos, Assistant Superintendent of Curriculum & Instruction

PRESENTER: Samantha Gallegos, Assistant Superintendent of Curriculum & Instruction

MEETING DATE: March 16, 2020

SUBJECT: The Board will be asked to approve the Local Credit by Examination for Spanish I, II, III.

Purpose Statement for Spanish Credit by Exam:

The Texas Education Code (TEC) §28.023 allows students in secondary academic courses to earn credit for a course on the basis of credit by examination. This examination will be used to measure student mastery of the Spanish TEKS in order to obtain Spanish I, II and/or Spanish III credit. Teachers were brought together in person as part of the blueprint and exam revision process. This blueprint reflects the collaborative effort among dedicated peers who teach and assess Spanish TEKS on a daily basis. As required by TEC §74.24 Credit by Examination, the assessment has been aligned to all assessable TEKS for Spanish I, II, and III. The examination can be given for the following course codes: 5016 Spanish I, 5026 Spanish II, and 5036 Spanish III. The assessments have been written by Harlandale I.S.D. teachers for Harlandale I.S.D. students for the purpose of offering a Spanish CBE opportunity for students.

A plan for test security has been developed (see Appendix A) to ensure the assessment will only be administered in a secure environment under standardized conditions by Harlandale ISD educators. Additionally, a plan for ensuring the test security of the assessment itself in between test administrations has been developed to ensure limited access to the exam and keep the content secure for future administrations. To ensure content validity and assure that test scores can be interpreted as indicators of what the test is intended to measure. The test development committee certifies that the examinations develop meet the Texas Administrative Code(TAC.§ 74.24(c)(2). Every TEKS has been represented by a test item and every item assesses one or more TEKS as demonstrated by the assessment blueprint. This report serves as certification that this assessment meets the criteria in paragraph (2)(D) of TEC §74.24. No cost to the District.

Superintendent's Recommendation: X Approved _____ Rejected

Gerardo Soto, Superintendent
Purpose Statement

This report shall describe and define protocols related to the LOTE Credit by Exam (CBE). The Texas Education Code (TEC) §28.023 allows students in secondary academic courses to earn credit for a course on the basis of credit by examination. This examination will be used to measure student mastery of the Spanish TEKS in order to obtain Spanish I, II and/or Spanish III credit. During the 2019-2020 school year, teachers were brought together in person as part of the blueprint and exam revision process. This blueprint reflects the collaborative effort among dedicated peers who teach and assess Spanish TEKS on a daily basis. As required by TEC §74.24 Credit by Examination, the assessment has been aligned to all assessable TEKS for Spanish I, II, and III. The examination can be given for the following course codes: 5016 Spanish I, 5026 Spanish II, and 5036 Spanish III. The assessments have been written by Harlandale I.S.D. teachers for Harlandale I.S.D. students for the purpose of offering a Spanish CBE opportunity for students. A plan for test security has been developed (see Appendix A) to ensure the assessment will only be administered in a secure environment under standardized conditions by Harlandale ISD educators. Additionally, a plan for ensuring the test security of the assessment itself in between test administrations has been developed to ensure limited access to the exam and keep the content secure for future administrations. To ensure content validity and assure that test scores can be interpreted as indicators of what the test is intended to measure, the test development committee certifies that the examinations develop meet the Texas Administrative Code (TAC, § 74.24(c)(2)). Every TEKS has been represented by a test item and every item assesses one or more TEKS as demonstrated by the assessment blueprint. Test performance has been validated at the item level and overall to ensure consistent performance across testing conditions. See Appendix B to see the distribution of scores from the test validation administrations and specific information on item performance across testing groups. This report will serve as the annual report for the 2019-2020 academic year as required by TEC §74.24 (c)(3)(A). This report also serves as certification that this assessment meets the criteria in paragraph (2)(D) of TEC §74.24.

Harlandale ISD wants to especially recognize the following persons who led the revision for this blueprint:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jo-Kate Collier</td>
<td>English Learner Liaison</td>
</tr>
<tr>
<td>Eunice Cueva-Garcia</td>
<td>Spanish teacher, MHS</td>
</tr>
<tr>
<td>Joan Espinosa</td>
<td>Spanish teacher, Leal MS</td>
</tr>
<tr>
<td>Mary Hotz Zenk</td>
<td>Spanish teacher, STEM ECHS</td>
</tr>
<tr>
<td>Antonia Navaira</td>
<td>Spanish teacher, HHS</td>
</tr>
<tr>
<td>Rosa Palafox-Torres</td>
<td>Bilingual/ESL Coordinator</td>
</tr>
<tr>
<td>María Rodríguez</td>
<td>Modern languages Department Chair, HHS</td>
</tr>
<tr>
<td>San Juana Tyler</td>
<td>Spanish teacher, MHS</td>
</tr>
</tbody>
</table>
### Blueprint Table Spanish I

**TEKS (1) Interpersonal communication skills:** speaking and writing. The student negotiates meaning through the spoken and written exchange of information in rehearsed and unrehearsed situations in a variety of contexts. The student uses a mixture of words and phrases and some simple sentences with appropriate and applicable grammar structures and processes at the specified proficiency levels. The student is expected to:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Types</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) ask and respond to questions about everyday life in spoken and written conversation;</td>
<td>Items: 31-32, 34-38, essay A2, speaking I. #1 &amp; 4</td>
</tr>
<tr>
<td>(B) express and exchange personal opinions or preferences in spoken and written conversation;</td>
<td>Items: 39, essay A1, essay A2, speaking 1 #1-3, 5</td>
</tr>
<tr>
<td>(C) ask and tell others what they need to, should, or must do in spoken and written conversation;</td>
<td>Items: 37-38</td>
</tr>
<tr>
<td>(D) articulate requests, offer alternatives, or develop simple plans in spoken and written conversation;</td>
<td>Items: speaking 1 #5</td>
</tr>
<tr>
<td>(E) participate in spoken conversation using culturally appropriate expressions, register, and gestures; and</td>
<td>Items: speaking 1 #1-5</td>
</tr>
<tr>
<td>(F) participate in written conversation using culturally appropriate expressions, register, and style.</td>
<td>Items: 31-36, 38-40, essay A1, essay A2</td>
</tr>
</tbody>
</table>

**TEKS (2) Interpretive communication:** reading and listening. The student comprehends sentence-length information from culturally authentic print, digital, audio, and audiovisual materials as appropriate within highly contextualized situations and sources. The student uses the interpretive mode in communication with appropriate and applicable grammatical structures and processes at the specified proficiency levels. The student is expected to:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Types</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) demonstrate an understanding of culturally authentic print, digital, audio, and audiovisual materials in everyday contexts.</td>
<td>Items: 7-10</td>
</tr>
<tr>
<td>(B) identify key words and details from fiction and nonfiction texts and audio and audiovisual materials</td>
<td>Items: 1-6, 33, 35, 61-70</td>
</tr>
<tr>
<td>(C) infer meaning of unfamiliar words or phrases in highly contextualized texts, audio, and audiovisual materials; and</td>
<td>Items: 7-10, 61-63, 65, 67-69</td>
</tr>
<tr>
<td>(D) identify cultural practices from authentic print, digital, audio, and audiovisual materials.</td>
<td>Items: 61-70</td>
</tr>
</tbody>
</table>
**TEKS (3) Presentational communication: speaking and writing.** The student presents information orally and in writing using a mixture of words and phrases and some simple sentences with appropriate and applicable grammar structures and processes at the specified proficiency levels. The student is expected to:

| (A) state and support an opinion or preference orally and in writing; and | Items: 33, essay A1, essay A2 | Item types: multiple choice, constructed response |
| (B) describe people, objects, and simple situations orally and in writing using a mixture of words, phrases, and simple sentences. | Items: 33-34, essay A1, essay A2 | Item types: multiple choice, constructed response |

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**Blueprint Table Spanish II**

**TEKS (1) Interpersonal communication: speaking and writing.** The student negotiates meaning through the spoken and written exchange of information in rehearsed and unrehersed situations in a variety of contexts. The student uses a mixture of short statements and sentences with appropriate and applicable grammar structures and processes at the specified proficiency levels.

| (A) ask and respond to questions about everyday life with simple elaboration in spoken and written conversation | Items: essay B2; speaking 2 #1-5 | Item types: constructed response, performance task in speaking |
| (B) express and exchange personal opinions or preferences with simple supporting statements in spoken and written conversation | Items: essay B1, speaking 2 #3 | Item types: essay, speaking |
| (C) ask and tell others what they need to, should, or must do with simple supporting reasons in spoken and written conversation | Items: speaking 2 #2 | Item types: speaking |
| (D) articulate requests, offer alternatives, and develop plans with simple supporting statements in spoken and written conversation | Items: speaking 2 #1 | Item types: speaking |
| (E) interact and react in spoken conversation using culturally appropriate expressions, register, and gestures | Items: essay B1, speaking 2 #1-5 | Item types: essay, speaking |
| (F) interact and react in writing using culturally appropriate expressions, register, and style | Items: essay B1, essay B2 | Item types: essay |

**TEKS (2) Interpretive communication: reading and listening.** The student comprehends simple connected statements from culturally authentic print, digital, audio, and audiovisual materials as appropriate within contextualized situations and sources. The student uses the interpretive mode in communication with appropriate and applicable grammatical structures and processes at the specified proficiency levels.

| (A) demonstrate an understanding of culturally authentic print, digital, audio, and audiovisual materials in everyday contexts | Items: 16-20, 76-80 | Item types: true false |
(B) identify the main idea, theme, and supporting details from fiction and nonfiction texts and audio and audiovisual materials
   Items: 11-15, 71-77 Item types: multiple choice, true false

(C) infer meaning of unfamiliar words or phrases in highly contextualized texts, audio, and audiovisual materials
   Items: 11-15, 41-50, 71-80 Item types: multiple choice, true false

(D) identify cultural practices from authentic print, digital, audio, and audiovisual materials
   Items: 16-20, 77-79 Item types: true false

**TEKS (3) Presentational communication:** speaking and writing. The student presents information orally and in writing using a mixture of phrases and sentences with appropriate and applicable grammar structures and processes at the specified proficiency levels. The student is expected to:

(A) express and support an opinion or preference orally and in writing with supporting statements; and
   Items: essay B1; speaking 1 #1-5 Item types: essay, speaking

(B) describe people, objects, and situations orally and in writing using a series of sequenced sentences with essential details and simple elaboration.
   Items: essay B2, speaking 1 #1-5 Item types: essay, speaking

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**Blueprint Table Spanish III**

**TEKS (1) Interpersonal communication:** speaking and writing. The student negotiates meaning through the spoken and written exchange of information in rehearsed and unhe rehearsed situations in a variety of contexts. The student uses a mixture of short statements, sentences, and strings of sentences with appropriate and applicable grammar structures and processes at the specified proficiency levels. The student is expected to:

(A) ask and respond to questions about and beyond the scope of everyday life with simple elaboration in spoken and written conversation;
   Items: Speaking 3 #1 Item types: speaking

(B) express and exchange personal opinions, preferences, and recommendations with supporting statements in spoken and written conversation;
   Items: essay C2, speaking 3 #2-3 Item types: essay, speaking

(C) ask and tell others what they need to, should, and must do with supporting reasons in spoken and written conversation;
   Items: speaking 3 #5 Item types: speaking

(D) articulate requests, offer suggestions, and develop plans with supporting statements in spoken and written conversation;
   Items: essay C1; speaking 3 #1 Item types: essay, speaking

(E) interact and react in spoken conversation using culturally appropriate expressions, register, and gestures;
   Items: speaking 3 #1-5 Item types: speaking

(F) interact and react in writing using culturally appropriate expressions, register, and style
   Items: essay C1, essay C2 Item types: essay
TEKS (2) Interpretive communication: reading and listening. The student comprehends connected statements from culturally authentic print, digital, audio, and audiovisual materials as appropriate within contextualized situations and sources. The student uses the interpretive mode in communication with appropriate and applicable grammatical structures and processes at the specified proficiency levels. The student is expected to:

(A) demonstrate an understanding of culturally authentic print, digital, audio, and audiovisual materials in a variety of contexts;  
   Items: 21-30  
   Item types: multiple choice

(B) paraphrase the main idea, theme, and supporting details from fiction and nonfiction texts and audio and audiovisual materials;  
   Items: 21-24, 26-30, 81-85  
   Item types: multiple choice, true/false

(C) infer meaning of unfamiliar words or phrases in contextualized texts, audio, and audiovisual materials;  
   Items: 26-30, 51-60, 81-85  
   Item types: multiple choice, matching, true/false

(D) compare and contrast cultural practices from authentic print, digital, audio, and audiovisual materials.  
   Items: 24, 86-90  
   Item types: multiple choice, true/false

TEKS (3) Presentational communication: speaking and writing. The student presents information orally and in writing using a mixture of phrases, sentences, and strings of sentences with appropriate and applicable grammar structures and processes at the specified proficiency levels.

A) express and defend an opinion or preference orally and in writing with supporting statements and recommendations  
   Items: essay C2; speaking 3 #4  
   Item types: essay

(B) narrate situations and events orally and in writing using connected sentences with details and elaboration  
   Items: speaking 3 #2, 3, 5  
   Item types: speaking

(C) inform others orally and in writing about a variety of topics using connected sentences with details and elaboration.  
   Items: speaking 3 #1  
   Item types: speaking

**Constructed response**

Constructed-response items are assessment items that ask students to apply knowledge, skills, and critical thinking abilities to real-world, standards-driven performance tasks. Item types include short answer and long answer questions requiring written or spoken response and essay questions. An example could include citing text evidence, defining a term or concept, and orally responding to a speaking prompt.

**Selected-Response Items**

Selected-response items ask students to select the correct answer from a list of options included in the item. Examples of selected-response items include matching, true/false, and multiple choice. We use answer keys and scoring guides to score these items.

**Performance Tasks**

Performance tasks ask students to create products or perform tasks to show their mastery of particular skills. They take a wide variety of forms. Performance tasks can be extended-response items or essays. They can also involve multiple steps that culminate in a product, such as carrying out an experiment, giving a speech, or writing a research paper. We use scoring guides and rubrics to score all types of performance tasks.
# Test Security Protocol

The district has developed a plan to ensure the test security of the Spanish CBE exam. It is critical that all test administrators follow the security protocol to ensure the district is in compliance with Texas Administrative Code (TAC), §74.24(c)(2). The district Spanish CBE is a standardized examination and as such must take steps to ensure standardization of test administrations which includes protecting test security.

<table>
<thead>
<tr>
<th>1. The test shall be kept at a central location and under control of a limited number of persons. Curriculum and Instruction (C&amp;I) personnel will maintain the test in a secure location at central office.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. All test administrators must be approved by C&amp;I.</td>
</tr>
<tr>
<td>3. One test administrator will be identified and approved per campus for checking out the test for each administration annually. The test will be checked out by only one test administrator per campus. The same test administrator will be responsible for returning the test and all testing materials to central office.</td>
</tr>
<tr>
<td>4. No part of the test may be copied, photographed, saved, or reproduced by any test administrator or other person with access to the test. Violation of this rule will be considered a severe breach of test security.</td>
</tr>
<tr>
<td>5. There will be four test opportunities per year as set by TAC §74.4. The district will communicate test dates to each campus.</td>
</tr>
<tr>
<td>6. No part of the test shall be discussed outside of test administrations with the exception of future test development sessions.</td>
</tr>
<tr>
<td>7. Violation of any part of the Test Security Protocol will be considered a severe breach of test security. Any person who witnesses or has knowledge of a breach must report such knowledge to the campus testing coordinator or other administrator immediately.</td>
</tr>
<tr>
<td>Level</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
</tbody>
</table>

**Sample Student Profile for Level 1:** This student can communicate short messages about highly predictable everyday topics that directly affect them. They do this through the use of isolated words and phrases they have memorized and remembered. Speakers of this level can generally be understood by teachers accustomed to working with students at this level.

**Sample Student Profile for Level 2:** This student is generally able to complete the speaking tasks though there may be some difficulty with expression and may be somewhat hesitant and repetitive.

**Sample Student Profile for Level 3:** This student has abundant language and has sufficient control of basic structures and generic vocabulary to be understood by native speakers of the language.
<table>
<thead>
<tr>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>The student is minimally able to complete any of the writing tasks.</td>
<td>The student is generally able to complete the writing tasks.</td>
<td>The student is able to complete the writing tasks.</td>
</tr>
<tr>
<td>Uses vocabulary that is very basic and lacks any variety</td>
<td>Vocabulary is generally appropriate and varied</td>
<td>Uses appropriate and varied vocabulary</td>
</tr>
<tr>
<td>Is heavily dependent on English</td>
<td>May use English occasionally</td>
<td>Displays little, if any, evidence of English</td>
</tr>
<tr>
<td>Uses awkward syntax that impedes comprehension</td>
<td>Uses syntax that is generally appropriate and does not impede comprehension</td>
<td>Uses syntax that is appropriate and completely comprehensible</td>
</tr>
<tr>
<td>Lacks control of sound/letter correspondence and other notions of orthography</td>
<td>Demonstrates some control of sound/letter correspondence and other notions of orthography</td>
<td>Demonstrates good control of sound/letter correspondence and other notions of orthography</td>
</tr>
<tr>
<td>Lacks any evidence of organizational skills</td>
<td>Demonstrates some organizational skills</td>
<td>Demonstrates good organizational skills</td>
</tr>
</tbody>
</table>

**Sample Student Profile for Level 1:**
This student is barely able to complete any writing task, has great difficulty with basic expression, does not demonstrate any competence with the written language, has no notion of spelling accentuation and other writing conventions and displays no evidence of organization in writing.

**Sample Student Profile for Level 2:**
This student is generally able to complete the writing tasks, though may display some difficulty with expression. The writing is generally comprehensible and displays some awareness of syntax, spelling, accentuation and other writing conventions. There is some evidence of organization in writing.

**Sample Student Profile for Level 3:**
This student is able to complete the majority of the writing tasks, and has little or no difficulty with expression. The writing is comprehensible and displays awareness of syntax, spelling, accentuation and other writing conventions. There is evidence of organization in writing.
# Evaluation Form

<table>
<thead>
<tr>
<th>Student Name</th>
<th>Date: ________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluator:</td>
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## Rubrics for Writing

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<th>Level</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>The student is minimally able to complete any of the writing tasks.</td>
</tr>
<tr>
<td>Level 2</td>
<td>The student is generally able to complete the writing tasks.</td>
</tr>
<tr>
<td>Level 3</td>
<td>The student is able to complete the writing tasks.</td>
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</tbody>
</table>

## Rubrics for Speaking

<table>
<thead>
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<th>Description</th>
</tr>
</thead>
<tbody>
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<td>The student minimally completes the speaking task.</td>
</tr>
<tr>
<td>Level 2</td>
<td>The student is generally able to complete the speaking task.</td>
</tr>
<tr>
<td>Level 3</td>
<td>The student is able to complete the speaking task.</td>
</tr>
</tbody>
</table>

## Evaluation and Comments:

## Additional Comments:
HARLANDALE ISD

TO: Members of the Board

FROM: Samantha Gallegos, Assistant Superintendent of Curriculum & Instruction

PRESENTER: Samantha Gallegos, Assistant Superintendent of Curriculum & Instruction

MEETING DATE: March 16, 2020

SUBJECT: The Board will be asked to approve the ELAR Textbook Adoption for Proclamation 2020.

Instructional materials for the following courses taught in Harlandale ISD were adopted by the state of Texas for Proclamation 2020:

- English Language Arts and Reading, I–IV, High School

All Harlandale ISD teachers of the courses under adoption were invited to attend publishers' presentations of state-adopted materials at the Harlandale ISD Textbook Expo on October 14, 2019. The Proclamation 2020 ELAR Adoption committee also attended the ESC Region 20 Instructional Materials Preview on January 24, 2020. Teachers were also offered additional publishers’ presentations. Harlandale ISD teachers of ELAR courses, grades 9-12, recommended instructional materials for their classrooms by evaluating state-adopted resources at districtwide meetings throughout the 2019-2020 school year. Voting ballots for final selections of titles were submitted electronically to the Coordinator of Libraries and Instructional Materials on February 26-March 2, 2020. State-adopted instructional materials recommendations certified from the aforementioned selection processes by the District Instructional Materials Adoption Committee will be presented to the School Board for approval at the regular board meeting on March 16, 2020. No cost to the District.

Superintendent’s Recommendation: _____ X _____ Approved _____ Rejected

Gerardo Soto, Superintendent
<table>
<thead>
<tr>
<th></th>
<th>HMH</th>
<th>MCGRAW-HILL</th>
<th>PEARSON</th>
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<td><strong>OVERALL EVALUATION SCORE (%)</strong></td>
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<td>86.7%</td>
<td>86.5%</td>
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<td>Overall cumulative score= (_____ /750 points, all points awarded by voters/total possible points from all voters)</td>
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<td>649</td>
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<td>3RD</td>
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<td><strong>Overall rank SCORE determined by the following criteria: each 1st place vote= 3pts, each 2nd place vote=2 pts, each 3rd place vote=1 pts</strong></td>
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<td>59 pt</td>
<td>56 pt</td>
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<td><strong>RANKING BASED ON VOTING</strong></td>
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<tr>
<td>Timestamp</td>
<td>Name</td>
<td>Campus</td>
<td>Attended Vendor Pres. and/or Previewed Materials?</td>
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<td>Nicole Arbelo</td>
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<td>Yes, both attended a presentation and previewed the samples</td>
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<tr>
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<td>2/26/2020 10:02:10</td>
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<tr>
<td>2/26/2020 11:03:34</td>
<td>Crystal Guajardo</td>
<td>Harlandale HS</td>
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</tr>
<tr>
<td>2/26/2020 11:03:53</td>
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<tr>
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<td>Bridget Williams</td>
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<td>2/26/2020 13:13:55</td>
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<td>Joseph Segura</td>
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<td>Kimberly Norris</td>
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<td>3/2/2020 09:03:32</td>
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<table>
<thead>
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<th>Overall Points</th>
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3/2/2020 12:35:41
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<th>II. Content</th>
<th>III. Support Materials</th>
<th>IV. Assessment Resources</th>
<th>V. Technical Quality</th>
<th>Overall Rank</th>
<th>1st ranked votes</th>
<th>2nd ranked votes</th>
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<td>Nicole Arino</td>
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<tr>
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<tr>
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<tr>
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<td>Christopher Baber</td>
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Total overall points: 650

9 1st ranked votes 29.03%
11 2nd ranked votes 35.48%
10 3rd ranked votes 32.26%
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Harlandale ISD Proclamation 2020
Instructional Materials Selection Committee (IMSC) Ballot: English Language Arts & Reading (ELAR), Grades 9-12

Voting for Grade 9-12 ELAR materials is open to anyone that uses Grade 9-12 ELAR instructional materials in any capacity. Voters must have previewed the materials up for adoption so that he/she is able to make an informed decision. Voting will be open only Wednesday, February 26th-Thursday, February 27:th.

* Required

1. Email address *

________________________________________________________________________

2. Name *

________________________________________________________________________

3. Campus *

Mark only one oval.

☐ Harlandale HS
☐ McCollum HS
☐ STEM ECHS
☐ Frank Tejeda Academy
☐ Harlandale Alternative Center
☐ Weitzel Center
ELAR, Grades 9-12: Houghton Mifflin Harcourt (HMH)- Into Literature Texas

4. Did you attend an HMH Vendor Presentation and/ or Preview HMH sample materials? *

Mark only one oval.

☐ Yes, both attended a presentation and previewed the samples
☐ Attended only a vendor presentation
☐ Only previewed sample materials
☐ Neither attended an HMH vendor presentation nor previewed samples

Skip to question 4

5. I. HMH TEKS Correlation and alignment *

Mark only one oval.

1 2 3 4 5

| Completely inadequate | | | | | Consistent and thorough |

6. II. HMH Content *

Mark only one oval.

1 2 3 4 5

| Completely inadequate | | | | | Consistent and thorough |
7. III. HMH Support materials *

Mark only one oval.

1 2 3 4 5

Completely inadequate □ □ □ □ □ Consistent and thorough

8. IV. HMH Assessment Resources *

Mark only one oval.

1 2 3 4 5

Completely inadequate □ □ □ □ □ Consistent and thorough

9. V. HMH Technical Quality and ease of use *

Mark only one oval.

1 2 3 4 5

Completely inadequate □ □ □ □ □ Consistent and thorough

10. Please give additional feedback regarding the format and any preferences for building instructional materials bundles. Example: class sets, digital resources, etc.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
11. Rank Houghton Mifflin Harcourt (HMH) - Into Literature Texas with #1 being your top choice and #3 being your least preferred. *

Mark only one oval.

1  2  3

12. Comments


Use the following rating scale to evaluate each descriptor below:

1 - Completely inadequate
2 - Mostly inadequate
3 - Good in places but often inadequate
4 - Excellent at times but not consistent
5 - Consistent and thorough

ELAR, Grades 9-12: McGraw Hill Education
-Texas Study Sync


Mark only one oval.

☐ Yes, both attended a presentation and previewed the samples
☐ Attended only a vendor presentation
☐ Only previewed sample materials
☐ Neither attended an McGraw Hill vendor presentation nor previewed samples
   *Skip to question 22
14. I. McGraw Hill TEKS Correlation and alignment *

*Mark only one oval*

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15. II. McGraw Hill Content *

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16. III. McGraw Hill Support materials *

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17. IV. McGraw Hill Assessment Resources *

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18. V. McGraw Hill Technical Quality and ease of use *

*Mark only one oval*

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19. Please give additional feedback regarding the format and any preferences for building instructional materials bundles. Example: class sets, digital resources, etc.

---

20. Rank McGraw Hill Education -Texas Study Sync with #1 being your top choice and #3 being your least preferred. *

*Mark only one oval.*

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21. Comments

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32
ELAR, Grades 9-12: Pearson my Perspectives Texas

Use the following rating scale to evaluate each descriptor below:

1 - Completely inadequate
2 - Mostly inadequate
3 - Good in places but often inadequate
4 - Excellent at times but not consistent
5 - Consistent and thorough

22. Did you attend a Pearson Vendor Presentation and/ or preview Pearson sample materials? *

Mark only one oval.

☐ Yes, both attended a presentation and previewed the samples
☐ Attended only a vendor presentation
☐ Only previewed sample materials
☐ Neither attended a Pearson vendor presentation nor previewed samples

23. I. Pearson TEKS Correlation and alignment *

Mark only one oval.

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| Consistently inadequate | | | | | Consistent and thorough

24. II. Pearson Content *

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| Consistently inadequate | | | | | Consistent and thorough
25. **III. Pearson Support materials**

*Mark only one oval.*

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26. **IV. Pearson Assessment Resources**

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27. **V. Pearson Technical Quality and ease of use**

*Mark only one oval.*

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<th>3</th>
<th>4</th>
<th>5</th>
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</thead>
<tbody>
<tr>
<td>Completely inadequate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

28. Please give additional feedback regarding the format and any preferences for building instructional materials bundles. Example: class sets, digital resources, etc.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
29. Rank Pearson my Perspectives Texas with #1 being your top choice and #3 being your least preferred.

*Mark only one oval.*

1 2 3

---

30. Comments

---

This content is neither created nor endorsed by Google.

Google Forms
Harlandale ISD ELAR

Textbook Expo

October 14, 2019
11:30am-3:45 PM

- McCollum High School 500 W. Formosa, San Antonio, TX 78221
- A box lunch will be available from 11:30-12:30 to those who requested one.

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Room Number</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>11:30-12:30</td>
<td>303</td>
<td>304</td>
<td>305</td>
<td>306</td>
<td>307</td>
<td>308</td>
</tr>
<tr>
<td>Attendees browse publisher tables and Lunch</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>12:30-1:05</td>
<td>English 1</td>
<td>English 4</td>
<td>English 3</td>
<td>AP English Language and Composition</td>
<td>Reading I, II, III</td>
<td></td>
</tr>
<tr>
<td>1:10-1:45</td>
<td>English 2</td>
<td>English 1</td>
<td>English 4</td>
<td>AP English Literature and Composition</td>
<td>G7/8 English Language Learners Arts (ELLA)</td>
<td></td>
</tr>
<tr>
<td>1:50-2:25</td>
<td>English 3</td>
<td>English 2</td>
<td>English 1</td>
<td>AP Language and Composition</td>
<td>English 1 and 2</td>
<td>Practical Writing Skills (PWS)</td>
</tr>
<tr>
<td>2:30-3:05</td>
<td>English 4</td>
<td>English 3</td>
<td>English 2</td>
<td>English 1</td>
<td>English 3 and 4</td>
<td>Reading, PWS or ELLA</td>
</tr>
<tr>
<td>3:10-3:45</td>
<td>Literacy Solutions: ELLA, Reading I, II, III, ESOL</td>
<td>English 4</td>
<td>English 3</td>
<td>English 2</td>
<td>Debate and Communications Applications</td>
<td>Reading, PWS or ELLA</td>
</tr>
<tr>
<td>3:45-4:20</td>
<td>Displays disassembled and all materials packed</td>
<td></td>
<td></td>
<td></td>
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</table>
HARLANDALE INDEPENDENT SCHOOL DISTRICT

TO:       Members of the Board

FROM:  Ricardo J. Hernandez, CPA
        Assistant Superintendent for Business

MEETING DATE:  March 16, 2020

SUBJECT:  BUDGET AMENDMENTS

General Fund 199 – Exhibit A

FUND BALANCE

1. In conjunction to the Board approved District facility assessment and related funding staff is recommending to increase appropriations in the amount of $30,000 for roof repairs and $1,000,000 for public safety radio systems.

Police Dept

2. To increase both revenues and appropriations by $2,186 for receipt of grant funds from Law Enforcement Officer Standards and Education fund.

Superintendent:  ______ Approved ______ Rejected

Mr. Gerardo Soto
Superintendent
<table>
<thead>
<tr>
<th>DATA CODES</th>
<th>ORIGINAL</th>
<th>APPROVED BUDGET AS OF</th>
<th>PROPOSED BUDGET AS OF</th>
<th>Increase (Decrease)</th>
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</thead>
<tbody>
<tr>
<td>ESTIMATED REVENUES:</td>
<td>7/1/2019</td>
<td>2/18/2020</td>
<td>3/16/2020</td>
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<tr>
<td>5700 Local, Intermediate &amp; Out-of-State</td>
<td>$21,451,432</td>
<td>$21,451,432</td>
<td>$21,453,618</td>
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<td>5800 State Programs</td>
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<td>119,387,713</td>
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<tr>
<td>5900 Federal Programs</td>
<td>3,215,000</td>
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<td>5030 Total Estimated Revenues</td>
<td>142,616,268</td>
<td>144,054,145</td>
<td>144,056,331</td>
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<td>APPROPRIATIONS:</td>
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<td></td>
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<td>0011 Instructional Services</td>
<td>79,575,130</td>
<td>81,451,779</td>
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<tr>
<td>0012 Instructional Resources &amp; Media Services</td>
<td>2,314,907</td>
<td>2,416,434</td>
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<td>0013 Curriculum &amp; Personnel Development</td>
<td>4,055,575</td>
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<td>0023 School Administration</td>
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<td>5,423,867</td>
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<td>1,662,013</td>
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<td>1,970,440</td>
<td>2,106,169</td>
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<td>0034 Student (Pupil) Transportation</td>
<td>3,341,013</td>
<td>5,486,723</td>
<td>5,545,453</td>
<td>58,730</td>
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<td>0035 Food Service</td>
<td>-</td>
<td>-</td>
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<td>0036 Co-curricular/Extracurricular Activities</td>
<td>2,796,899</td>
<td>2,913,152</td>
<td>2,913,152</td>
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<tr>
<td>0041 General Administration</td>
<td>3,989,104</td>
<td>4,268,093</td>
<td>4,268,093</td>
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<td>0051 Plant Maintenance &amp; Operations</td>
<td>17,087,180</td>
<td>19,113,345</td>
<td>19,143,345</td>
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<td>2,119,088</td>
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<td>0053 Data Processing Services</td>
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<td>52,673</td>
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<td>0071 Debt Service</td>
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<td>-</td>
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<tr>
<td>0081 Construction</td>
<td>-</td>
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<td>0093 Payments for Shared Services</td>
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<td>0095 Juvenile Justice Alternative Ed. Program</td>
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<td>106,837</td>
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<td>0099 Other Governmental Entities</td>
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<td>6050 Total Appropriations</td>
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<td>146,566,000</td>
<td>147,598,186</td>
<td>1,032,186</td>
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</table>

Other Financing Sources

Net 3,437,445 (2,511,855) (3,541,855) (1,030,000)

Add: Encumbrance Reserve - 2,401,267 2,401,267

Excess (Deficiency) of Estimated Revenues Over Appropriations/Other 3,437,445 (110,588) (1,140,588)

0100 Fund Balance (Beginning) 45,859,233 45,859,233 45,859,233

3000 Fund Balance (Ending) $49,296,678 $45,748,645 $44,718,645

Exhibit A

38
### General Operating Fund (199)
#### 16-Mar-20

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<td>1</td>
<td>(2,186)</td>
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<tr>
<td>2</td>
<td>(1,030,000)</td>
</tr>
<tr>
<td>(2,186)</td>
<td>(1,030,000)</td>
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</table>

<table>
<thead>
<tr>
<th>Budget</th>
<th>Functions</th>
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</thead>
<tbody>
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<td>1</td>
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<td>2</td>
<td>58,730</td>
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<tr>
<td>58,730</td>
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</table>
TO: Members of the Board

FROM: Gerardo Soto
Superintendent

PRESENTER: Gerardo Soto
Superintendent

MEETING DATE: March 16, 2020

SUBJECT: Consider and take appropriate action to approve an agreement with the Community Education Foundation DBA Bexar County Schools Community Education Coalition and the related appropriation of funds for membership.

BACKGROUND
The Community Education Foundation DBA Bexar County Schools Community Education Coalition (the Coalition) provides a unified voice for local school districts to represent all of the needs, issues, and priorities of Bexar County Schools.

The attached presentation provides the details of the actions and benefits the District will receive as a result of this membership.

RECOMMENDATION
Staff recommends joining the Coalition to ensure the Harlandale ISD needs and wants are clearly communicated between the 86th to the 87th State Legislature and the appropriation for this fiscal year of $5,000. The contract will continue into the next year and will be included in the annual budget to continue.

Attachment

Superintendent: √ Approved _________ Rejected

Mr. Gerardo Soto
Superintendent
Bexar County Schools Community Education Coalition

Empowered by:

Coalition for Education Funding

SOUTHWEST STRATAGEM
Background

• Former Bernal staffer now focused on Bexar County education
• Significant difference in communication from ISDs to delegation between the 85th to the 86th legislative sessions
• Bexar county unity creates power from committee room to conference committee to implementation
• Vital to have a unified voice on local and state issues
Coalition creation

• **Goal**: To create unified nonprofit coalition of all 20 Bexar County and Bexar County Serving ISDs to represent all of the needs, issues, and priorities of Bexar County in order to:
  • Elevate Bexar County ISD voice in Austin
  • Find unity for significant policy change
  • Create conduit for all of the unique needs, challenges, and concerns of each district between legislators and ISDs
Deliverables

• Twice a year convening to:
  • Create unified legislative agenda
  • Present and partner with Bexar County delegation, public education committee legislators, and appropriate appropriation members

• Consistent conduit to state education groups, associations, and appropriate agencies to monitor policies, regulations, and hearings

• Connection to regional business and higher education entities

• Regular communication to participating Bexar County Superintendents and appropriate team members

• Membership to Coalition for Education Funding
Timeline

Jan - May
- Individual visits to membership
- Website development
- Interim hearing visits with superintendents or appropriate staff member
- HB 3 monitoring
- Legislative agenda research

June - July
- First convening of all members
- Legislative agenda development

Aug - Dec
- Second convening with Bexar County delegation (post-election)
- Legislative agenda research
- Pre-file bill reports
Nine Districts Committed

- NISD, NEISD, JISD, AHISD, ECISD, SISD, SWISD, MVISD, & SAISD

Four districts have meetings scheduled

- HISD, SSISD, EISD, FISD

Engaging with three military ISDs for different level of membership

- Superintendent Roper will help gather three leaders

Two going through superintendent transitions

Two have not responded to emails and calls
2020 Update - Timeline and Deliverables

- Scheduling initial research visits
  - Three visits per district
    - 1. Superintendent and Cabinet
    - 2. Campus (or 2) visit
    - 3. Review of visit and research

- Starting to engage with guests and partners for first convening

- On-Going Communication
  - Join Bexar County Cluster for regular ten minute update
  - Newsletter from CEF
  - Creation of small advisory groups

- **Jan - May**
  - Individual visits to membership
  - Website development
  - Interim hearing visits with superintendents or appropriate staff member
  - HB 3 monitoring
  - Legislative agenda research

- **June - July**
  - First convening of all members
  - Legislative agenda development

- **Aug - Dec**
  - Second convening with Bexar County delegation (post-election)
  - Legislative agenda research
  - Pre-file bill reports

87th Legislative Session
2020 Update - Policy Update

- Interim Hearings likely to start mid-March
  - New(ish) House Public Ed Committee Director
  - Opportunities to extend interim calls to discuss biggest HB 3 concerns

- SB 1882 adjustments
  - Recent proposed rules make partnering with universities and non-profits more difficult
  - Give partners “sole” discretion over operational and financial decisions
  - Comment period over – TEA response and adoption is not final

- TEA submitted adjustments graduation standards for ESSA plan

- Rules to implement HB 3 rolling out
  - Max Compressed Rate – Data Collection in May
  - Adjustments to attendance rates – highlights extended year program days vs minutes
  - Teacher Incentive Allotment letter of intent as well as rural district and campus definitions released

- Local Accountability Webinars occurring now
  - Region 20 – Feb 19th 11am
Julia Grizzard has worked for over ten years in education and has spent the last several years creating state-level education policy as the legislative director for the vice-chair of the House Committee on Public Education. Prior to her time at the state legislature, Julia spent a decade in curriculum development and implementation, teaching and training, and education management with The Princeton Review.

As legislative director Julia managed and coordinated Representative Bernal’s entire legislative agenda as well as researched, developed, and executed legislation pertaining to public education, higher education, tax reform, healthcare, immigration, and economic development. Additionally, Julia played a key role in developing the comprehensive school finance legislation – House Bill 3, which systematically updated how public schools in Texas are funded. Julia also acted as a point of contact and resource to District123’s educational institutions, state-wide education and policy advocacy organizations, and state agencies including the Texas Education Agency, Higher Education Coordinating Board, and Health and Human Services Commission.

Julia grew up in San Antonio, holds a BA in Political Science from Trinity University, is completing her master’s thesis from Columbia on Texas School Finance and the recently passed House Bill 3 this fall, and spending any free time with her husband George and her son Liam.
Dr. Charles Luke has over 30 years of education and non-profit experience, serving as a teacher, principal, and superintendent in several Texas public school districts. He has also served as a board member, vice president, and chief strategy officer for Volunteers of America, Texas – a nonprofit organization working with people with substance use disorder and re-entry from prison.

Charles is the founder and Director of the Coalition for Education Funding – a school funding coalition of over 50 Texas independent school districts; the Director of the Coalition for Public Schools with 45 member organizations; the Co-Director of Pastors for Texas Children; and serves as a Policy Advisor for the North Texas Commission – an organization including over 200 public and private sector companies, municipalities, counties, and community colleges.

Dr. Luke earned his BS and M.Ed. from Texas Tech University and his doctorate in education from the University of North Texas. In addition to his advocacy work he also serves on the Faith-Based Advisory Board of the Child Welfare League of America, the Fort Worth Mayor’s Faith Advisory Cabinet, and on the advisory board for Helping Restore Ability in Arlington, Texas.
Matt Matthews is a 30-year veteran of Texas government and politics. He has served in various positions in both the House and Senate of the Texas Legislature including serving as Chief of Staff to a State Senator and General Counsel to the powerful Senate State Affairs Committee. Matt has also served as Chief of Staff to a State Representative and as Chief Clerk for the House Committee on Financial Institutions.

As a governmental affairs lawyer and consultant, Matt has thorough understanding of the legislative and regulatory process and strong relationships with the executive branch and legislative leadership in both the House and Senate. He has particularly close ties to members and staff of the higher education and public education committees.

Matthews has represented a wide array of clients on matters of education, taxation, health care, transportation, gaming, technology and telecommunications. He has represented several education clients including publishers, school districts, technology firms, trade associations and philanthropic entities on matters ranging from instructional materials to meeting college and career readiness goals.

Matt has a wealth of political experience as a former political consultant and campaign manager for two former U.S. Senators and a host of statewide and local elected officials. Matt is also the founder and CEO of Southwest Stratagem, a grassroots advocacy and public affairs firm which trains individuals and associations how to strategically and meaningfully engage in the political and legislative process.

Matthews is a member of the Texas State Bar, the American Bar Association and serves on the board of the Texas Advocacy Project. He has an undergraduate degree from Oklahoma State University and a Juris Doctor from Texas Wesleyan University School of law, where he was selected to the Order of Barristers. He is a certified mediator and has been admitted to practice law in all Texas courts and in the United States Supreme Court. Matt is married to the former Stephanie Hale and they have two sons.
Next Steps

Julia Grizzard
JuliaG@swstratagem.com
210-279-2787 (C)

• Julia will reach out to each district to discuss interest and cost
• Julia will follow up with email to everyone to update them on interest, timeline, and creation of nonprofit entity
• Charles and Matt are available for feedback, questions, and concerns
Bexar County Schools Community Education Coalition
Membership Agreement

This Agreement (the "Agreement") is entered into this March 1st, 2020 by and between Community Education Foundation DBA Bexar County Schools Community Education Coalition, ("BCSCEC") and Harlandale ISD herein known as (the "District").

Recitals

WHEREAS, the District is in need of strategic policy coordination and inter-district or to elevate public education priorities with state and local governments to promote the Bexar County region; WHEREAS, CEC has agreed to work with the District to represent their needs alongside other participating Bexar County ISD districts; NOW, THEREFORE, the parties hereby agree as follows:

1. BCSCEC’s MEMBER SERVICES

BCSCEC shall be available and shall provide to the Member the following benefits:

- Convening twice a year to:
  - Create unified legislative agenda that reflects shared needs, concerns, and challenges
  - Present and partner with Bexar County delegation, public education committee legislators, and appropriate appropriation members
- Consistent conduit to state education groups, associations, and appropriate agencies to monitor policies, regulations, and hearings
- Developing and deepening connections to regional business and higher education entities
- Regular communication to participating Bexar County Superintendents and appropriate team members on upcoming policies, regulations, and interim hearings
- Membership to Coalition for Education Funding

2. CONSIDERATION

a. Membership Dues

Membership dues are scaled to the size of the school district.

For Harlandale ISD which has an approximate ADA of 14,363, the yearly membership fee is $12,000.

All membership dues are pursuant to submitted invoices within thirty (30) days of receipt of said invoices. Schedule of invoices for district is as follows:

[insert preferred invoice schedule]
3. CONFIDENTIALITY

In the course of working with the District, the parties recognize that BCSCEC may come in contact with or become familiar with information which the District or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the District customer identification and marketing systems, which information may be of value to a competitor. BCSCEC agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate District personnel or their designees.

4. AGREEMENT TERM

This Membership Agreement shall commence on the date of signing and terminate on 7-31-2021. The term of the agreement may be modified by mutual consent of both parties.

5. NOTICE

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below.

a. Notices to BCSCEC:

PO Box 460562
San Antonio, TX 78246

b. Notices to the Member:

102 Genevieve
San Antonio, TX 78214

6. MISCELLANEOUS

6.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

6.2 Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of BCSCEC and the District and to the District’s successors and assignees. Nothing in this Agreement shall be construed to permit the assignment by BCSCEC of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the District.

6.3 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Texas. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

6.4 Employment Relationship. Nothing in this agreement will be construed to form an employment
relationship between the parties for any reason

WHEREFORE, the parties have executed this Agreement as of the date first written above and has committee to membership cost, listed above.

BCSCEC represented herein by Julia L Grizzard

By: __________________________

Date: __________________________

[District] represented herein by __________________________ or assignee.

By: __________________________

Date: __________________________
HARLANDALE ISD

One-Time Early Resignation Incentive
Notice For Eligible Employees

To allow additional time to plan staffing for the 2020-2021 school year, the District is offering a one-time incentive to professional employees as well as eligible campus, satellite, and central office paraprofessionals for their early notice of resignation. The Texas Education Code allows educators employed under a probationary, term, or continuing contract to provide notice of resignation without penalty, at any time up until 45 days before the first day of instruction of the following school year. This incentive is also for employees who are retiring. By voluntarily choosing to access the early resignation notice incentive, the eligible employee agrees to the terms outlined below:

Eligibility:

Professional employees who meet the following requirements are eligible for the incentive:
- All professional staff currently under contract. Professional staff means employees currently on a Chapter 21 or Non-Chapter 21 written employment contract.
- The incentive is NOT available to professional staff members who have resigned prior to January 6, 2020, or who resign effective immediately, or who do not work until the last duty day of the 2019-2020 school year.
- Resignation, completed form, and related information as detailed below must be submitted in person (hand delivered) no later than Friday, April 3, 2020, by 4:30 p.m. to the Human Resources office located at 102 Genevieve Drive, San Antonio TX. Resignation and incentive forms will not be received by email, U.S. Mail, or fax. Employees who make late submissions will not be eligible for the incentive.

Para-professional employees who meet the following requirements are eligible for the incentive:
- All campus based instructional and administrative para-professionals
- All satellite based para-professionals
- All central office based para-professionals
- The incentive is NOT available to para-professional staff members who have resigned prior to January 6, 2020, or who resign effective immediately, or who do not work until the last duty day of the 2019-2020 school year.
- Resignation, completed form, and related information as detailed below must be submitted in person (hand delivered) no later than Friday, April 3, 2020, by 4:30 p.m. to the Human Resources office located at 102 Genevieve Drive, San Antonio TX. Resignation and incentive forms will not be received by email, U.S. Mail, or fax. Employees who make late submissions will not be eligible for the incentive.

Amount:
- A full-time professional or para-professional employee whose resignation is found to meet the requirements noted above will receive a $500 (FIVE HUNDRED AND NO/100 DOLLARS) incentive included in his/her final paycheck for 2019-2020. The incentive payment will be subject to all legally required deductions.
Contingency:

- Eligibility for an incentive payment is contingent upon the employee maintaining his or her employment and satisfactorily completing his or her assigned contract work schedule through the effective date of the resignation at the end of the 2019-2020 school year.
- Resignations accepted under the Early Resignation Incentive plan will not be eligible for rehire during the 2020-2021 school year unless the entire monetary incentive of $500.00 is refunded back to Harlandale ISD.

Procedure:

1. The employee must personally hand-deliver to the Human Resource Services office on or before Friday, April 3, 2020 by 4:30 p.m., along with a dated and signed letter of resignation addressed to the Superintendent. The employee’s resignation must be voluntary, unconditional, in a form acceptable to the Superintendent of Schools, and must state that it is effective on the employee’s last duty day of the 2019-2020 school year.
2. In addition, the employee must complete and sign the Early Resignation Notice Incentive Form and submit the completed form with his or her written resignation letter. The Early Resignation Notice Incentive Form is available on the District website and from the Human Resources office. Any questions about the incentive application process should be submitted to Dr. Melinda Salinas (melinda.salinas@myhisd.net) or via phone at 989-4417. Both steps 1 and 2 in this procedure above must be submitted together in person to the Human Resources office. Failure to satisfactorily complete steps 1 and 2 will be cause for not considering the resignation as eligible for the incentive program.
3. Each completed resignation and incentive application will be reviewed for eligibility. Once approved, resignations cannot be withdrawn. The decision of the Superintendent as to eligibility and compliance with the plan is final.
HARLANDALE ISD

One-Time Early Resignation Incentive Form For Eligible Employees

*Completed form must be submitted to the Human Resources Office with Signed Resignation Letter*

A monetary early resignation incentive payment is being made available to professionals as well as eligible campus, satellite, and central office paraprofessional employees who intend to voluntarily resign and/or retire at the end of the 2019-2020 school year. This will allow the school district additional time to plan staffing for the 2020-2021 school year.

Eligibility: Employees who meet the criteria listed below are eligible for the incentive. The decision of the Superintendent as to eligibility and compliance with this plan is final.

Professional employees who meet the following requirements are eligible for the incentive:

- All professional staff currently under contract. Professional staff means employees currently on a Chapter 21 or Non-Chapter 21 written employment contract.
- The incentive is NOT available to professional staff members who have resigned prior to January 6, 2020, or who resign effective immediately, or who do not work until the last duty day of the 2019-2020 school year.
- Resignation, completed form, and related information as detailed below must be submitted in person (hand delivered) no later than **Friday, April 3, 2020, by 4:30 p.m.** to the Human Resources office located at 102 Genevieve Drive, San Antonio TX. Resignation and incentive forms **will not** be received by email, U.S. Mail, or fax. Employees who make late submissions will not be eligible for the incentive.

Para-professional employees who meet the following requirements are eligible for the incentive:

- All campus based instructional and administrative para-professionals
- All satellite based para-professionals
- All central office based para-professionals
- The incentive is NOT available to para-professional staff members who have resigned prior to January 6, 2020, or who resign effective immediately, or who do not work until the last duty day of the 2019-2020 school year.
- Resignation, completed form, and related information as detailed below must be submitted in person (hand delivered) no later than **Friday, April 3, 2020, by 4:30 p.m.** to the Human Resources office located at 102 Genevieve Drive, San Antonio TX. Resignation and incentive forms **will not** be received by email, U.S. Mail, or fax. Employees who make late submissions will not be eligible for the incentive.

Professional and Campus, Satellite, or Central Office based Para-Professional Staff:

1. Only Professional or Para-Professional employees meeting the eligibility requirements will receive the incentive.
2. Professional or Para-Professional staff who have been employed with the district since the beginning of the 2019-2020 school year.
3. Professional or Para-Professional staff already planning to voluntarily resign or retire at the end of the 2019-2020 school year.

Procedure:

- The employee must **personally** submit to the Human Resource office a letter of resignation addressed to the Superintendent on or before 4:30 p.m., **Friday, April 3, 2020**. The resignation must be voluntary, unconditional, in a form acceptable to the Superintendent and effective on the employee’s last duty day of the 2019-2020 school year, unless the employee and Superintendent agree to an alternate date in writing prior to the last duty day shown on the school calendar. It is the responsibility of the employee to obtain a written agreement establishing a different date.
- The resignation letter must be accompanied by this form, signed by the employee. Employees who have already submitted notice of resignation are not eligible to apply for the incentive.
- Upon acceptance of the resignation letter, the Superintendent shall approve the resignation and notify the employee in writing. The resignation may not be rescinded after acceptance of the resignation by the Superintendent.

Incentive Payment:

- Professional and para-professional full-time staff eligible and accepted for the incentive pay shall receive up to $500 on their final 2019-2020 paycheck. $500 (FIVE HUNDRED AND NO/100 DOLLARS) will be paid to full-time professional employees.

Re-hire Eligibility

- Resignations accepted under the Early Resignation Incentive plan will **NOT** be eligible for rehire during the 2020-2021 school year unless the entire monetary incentive of $500.00 is refunded back to Harlandale ISD.

I have read and agree to abide by the terms set out above in the 2019-2020 Early Resignation Notice Incentive Pay Plan.

__________________________________________  __________________________
Employee Signature                              Date

------------------------------------------------------------------------------------------------------------------------
HR Use Only

Date/time received: ________________

__________________________________________  __________________________
Superintendent Approval (Signature)            Date
HARLANDALE INDEPENDENT SCHOOL DISTRICT

TO: Members of the Board

FROM: Kyle Blakeney
Executive Director for Operations

PRESENTER: Kyle Blakeney, Executive Director for Operations
Gerardo Soto, Superintendent

MEETING DATE: March 16, 2020

SUBJECT: Interlocal Agreement

The Board will be asked to adopt the new Public School District Interlocal Agreement as approved by City Council on February 13, 2020.

Superintendent’s Recommendation: ______ Approval ______ Rejected

[Signature]
Gerardo Soto, Superintendent
Interlocal Agreement – City of San Antonio – Harlandale Independent School District

City Council approved the new Public School District Interlocal Agreement on February 13, 2020, and is in the process of formalizing the approved document – i.e., getting all the signatures needed to execute the agreement. The agreement was entered into between the city and each of the districts separately for the purpose of designating procedures, processes and fee structures which will streamline delivery of certain governmental functions and services in an efficient and cost effective manner. It is understood and agreed by each party that this agreement is between the city and each district. The term of this agreement shall be for a period of one year beginning August 1, 2019 and ending July 31, 2020. The agreement shall automatically renew in successive one-year terms through July 31, 2029 unless terminated as provided by the agreement. In March of each year, the City Manager’s Office shall perform an annual review of the agreement and the functioning of the School District Plan Review Team. As part of such annual review, the City Manager’s Office shall solicit written comments from the districts on the efficacy of the School District Plan Review Team. The City Manager’s Office shall prepare a written summary of findings which are the result of the annual review, and shall provide a copy of such summary to the Director of the Planning and Development Services Department, the School Team Manager, and each of the school districts. By March 1st of every year during the term of the agreement, the city shall provide to the districts a written accounting for the then previous calendar year setting out all of the monies paid to the city by each of the districts, individually, and all of the districts, collectively, in fees in connection with the platting, permitting (building or trades), and/or inspection of district land, projects, and/or facilities; and the costs paid by the city in connection with such platting permitting and inspection. Representatives of the district will meet at a mutually convenient time every January, April, July and October during the term of the agreement to assess the efficiency of the efforts of the districts and the city and to discuss ways to improve.

The Board is being asked to adopt the Interlocal Agreement as approved by the City of San Antonio.
STATE OF TEXAS

INTERLOCAL AGREEMENT BETWEEN

THE CITY OF SAN ANTONIO AND

TWELVE PUBLIC EDUCATION DIS-

TRICTS WITHIN ITS BOUNDARIES

COUNTY OF BEXAR

This AGREEMENT is hereby made and entered into by and between the CITY OF SAN
ANTONIO, (hereinafter referred to as “CITY”), a Texas municipal corporation, acting by and
through its City Manager pursuant to Ordinance No.__________________ dated
_______________________, and the following political subdivisions of the State of Texas:

Alamo Colleges District
Alamo Heights Independent School District
East Central Independent School District
Edgewood Independent School District
Harlandale Independent School District
Judson Independent School District
North East Independent School District
Northside Independent School District
San Antonio Independent School District
South San Antonio Independent School District
Southside Independent School District
Southwest Independent School District

(herenafter referred to as “DISTRICTS” or singularly as “DISTRICT”) acting by and through
their respective Superintendents, hereto duly authorized (collectively the “PARTIES”), pursuant
to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government
Code.

WITNESSETH

WHEREAS, it is the mission of the DISTRICT to insure quality public education to citizens of
San Antonio and the San Antonio metropolitan area; and

WHEREAS, it is the mission of the CITY to insure the health, safety, and welfare of its citizens,
including those served by the DISTRICT, as embodied in the numerous codes and regulations
controlling construction activities within the City of San Antonio; and

WHEREAS, the PARTIES recognize and desire to cooperate in the delivery of their respective
services to the citizens of San Antonio for the purposes of expediting development services
processes and maximizing use of tax dollars; and

WHEREAS, the PARTIES have identified numerous service areas in which their collective
cooperation will achieve the goals of expediting development services processes and maximizing
use of tax dollars for the benefit of both PARTIES, as well as the affected citizenry; and
NOW THEREFORE, the PARTIES hereto severally and collectively agree and, by execution hereof, are bound to the mutual obligations herein contained and to the performance and accomplishment of tasks hereinafter described:

I. PURPOSE

1.01 This AGREEMENT is entered into between the CITY and each of the DISTRICTS separately for the purpose of designating procedures, processes and fee structures which will streamline delivery of certain governmental functions and services in an efficient and cost effective manner.

1.02 It is understood and agreed by each PARTY that this AGREEMENT is between the CITY and each DISTRICT separate and apart from all other DISTRICTS that may be a PARTY to this AGREEMENT. In the event of termination as to one DISTRICT for any reason, except for expiration of the term, this AGREEMENT shall remain in full force and effect as to all other PARTIES, unless previously terminated, as provided herein.

1.03 It is understood and agreed by the PARTIES hereto that the provisions of this AGREEMENT only supplement and amend the applicable Ordinances, regulations, policies and procedures currently in effect and which shall become effective during the term of this AGREEMENT. In the event of a current or future conflict, during the term hereof, this AGREEMENT shall control with the exception of changes to the health and safety codes.

II. TERM

2.01 The term of this AGREEMENT shall be for a period of one year beginning August 1, 2019 and ending July 31, 2020. This AGREEMENT shall automatically renew in successive one-year terms through July 31, 2029 unless terminated as provided herein.

2.02 This AGREEMENT shall terminate in the event a PARTY, through its governing body, fails to appropriate sufficient funding to meet its obligations under this AGREEMENT. Sums paid under this AGREEMENT, if any, shall be paid only from current revenues available to the paying PARTY.

2.03 Notwithstanding any other provision herein, any PARTY may terminate its participation in this AGREEMENT, with or without cause, if it provides written notice to the other PARTY that it does not desire to renew the AGREEMENT at least 60 days before the end of the current one-year term. Termination without cause must be within 60 days of the expiration of the current one-year term.

III. LIAISONS AND NOTICES

3.01 Unless written notification to the contrary is received by CITY, the DISTRICT’s Superintendent, or his/her designee, shall be its designated representative responsible for the management of this AGREEMENT.

3.02 Unless written notification by CITY to the contrary is received by the DISTRICT, the City Manager, or his/her designee, shall be CITY’s designated representative responsible for management of this AGREEMENT.
3.03 Communications between CITY and DISTRICT shall be directed to the designated representatives of each PARTY, as set out in this ARTICLE III.

3.04 For purposes of this AGREEMENT, all official communications and notices among the PARTIES shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth on Exhibit “A” attached hereto and incorporated herein for all purposes. For purposes of project management that includes communications related to status reporting, preliminary plan review and permits shall be conducted between the designated DISTRICT Project Manager and the CITY’s Director of Development Services or his designee, hereinafter referred to as CITY Representative.

3.05 Notice of change of address by any PARTY must be made in writing and delivered to all other PARTIES’ last known address within five (5) business days of such change.

3.06 All PARTIES to this AGREEMENT shall use best efforts to promptly circulate to one another all CITY regulatory interpretations that present issues pertinent to the concerns of the DISTRICT.

IV. LEGAL AUTHORITY

4.01 The PARTIES represent, warrant, assure and guarantee that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution, ordinance or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein set out.

V. PERMITTING REVIEW PROCESS

5.01 For the DISTRICT’s construction activities during the term of this AGREEMENT, the PARTIES agree to utilize the processes and procedures set out in this ARTICLE V.

5.02 Master Planning.

a. The District agrees to and shall assign a representative to attend the applicable Master Development Plan (“MDP”) meetings. The MDP meetings provide information regarding master planning and future or contemplated development within the City and County. Duties of this representative shall include, but not be limited to, the following:

i. cooperating with the CITY in developing comprehensive community/neighborhood plans to identify appropriate new school sites taking into consideration, among other things, right-of-way and other easements for authorized CITY projects;

ii. cooperating with the CITY in identifying the potential and then pursuing joint site facility development to safeguard the community investment at the lowest cost possible for both the CITY and DISTRICT;
iii. cooperating with the CITY in the development of cooperative plans between the PARTIES on re-use and redevelopment of existing facilities and sites; and
iv. the DISTRICT shall provide the name(s) of the designated individual(s) to the CITY Representative. This representative shall be a DISTRICT Official and be competent in city planning, construction and code compliance issues.

b. A school or schools may be constructed at any location designated “residential” on any currently valid Preliminary Overall Area Development Plan (“POADP”) or Master Development Plan or on any Master Development Plan filed after the date of this AGREEMENT without the need for modifying and resubmitting the POADP or the Master Development Plan to reflect the exact location of the school or schools within the subject Development. This subsection shall not prevent the CITY requiring that streets near school sites be upgraded to Collector Street status in accordance with the City's current regulations.

5.05 Preliminary Plan Review. All new construction and major renovations shall require a preliminary plan review. During the design phase of a project, CITY shall provide personnel with the expertise and authority to interpret codes, ordinances and regulations, resolve disputes, and evaluate requested modifications and/or alternative methods of construction. The DISTRICT shall respond to code issues raised by applicable CITY Departments pertaining to construction code compliance, traffic, driveway and parking lot layout, fire protection, landscaping, trees, historic preservation, drainage, stormwater detention and floodplain, platting, zoning, utility extension or upgrades, and other such areas of CITY’s authority and control. Any requests for alternative methods of construction, materials or code interpretations must be submitted in writing by the DISTRICT to the CITY’S Representative, who shall approve or deny the request by written response within ten (10) business days. With DISTRICT'S consent, CITY may extend the review period when necessary to accommodate the magnitude of the review.

5.06. Permit Plan Submission, Review, and Building Permit Issuance, Courtesy Inspections in Annexation Areas.

a. Permit Plan Submission: A completeness review shall be performed by the School District Plan Review Team within two (2) calendar days.

b. The DISTRICT shall designate an architect or engineer of record for each project who shall be responsible for reviewing and coordinating all submitted documents prepared by others, including deferred submittal items, for compatibility for the design of the building. All dispute resolutions shall be coordinated by either the district representative or the architect or engineer of record. Subcontractors and other interested parties may contact the CITY for project status.

c. After plan completion requirements set out in paragraph 5.04(a) are met, the CITY shall comply with the following initial plan review timeframes on average:

i. Plan review for new construction or phased remodel projects shall be completed in 18 calendar days;

ii. Plan review for minor remodel projects and canopies shall be completed in 10 calendar days; and
iii. Plan review for portable buildings shall be completed in 5 calendar days.

d. The fee for any service shall be equivalent to the fee adopted by the CITY for a similar review or inspection of a similar project within the full-purpose city limits of CITY.

e. The DISTRICT shall have the option to request review of building permits under the building codes adopted at the time a bond construction program is approved or to abide by the adopted codes at the time of permitting. The building codes selected will govern all applicable disciplines and shall not exceed one previously adopted code cycle from the time of permitting. Land acquisitions and plat applications shall not be considered in determining the applicable code cycle for building permits.

5.07 Conditional and Limited Building Permits. When Conditional or Limited Building Permits are issued, the DISTRICT acknowledges, represents, and agrees to comply with all applicable codes and the performance requirements associated with the Conditional or Limited Building Permit, and may commence construction and proceed at the DISTRICT's own risk at no cost to the CITY.

a. Conditional Permits shall be issued when the code compliance deficiencies in the plans and specifications are such that future compliance can be clearly identified by the City Inspector on the job. The DISTRICT must satisfy the conditions of the permit prior to requesting a Certificate of Occupancy Inspection.

b. Upon request and if otherwise allowed by law, Limited Permits shall be issued when the code compliance deficiencies cannot be corrected and compliance cannot be achieved without the review of additional information by the CITY. The Limited Permit shall be for a period of 60 to 120 days as required to allow for the submission and review of supplementary information. Construction can proceed during the period of the Limited Permit but must cease if the terms of the Limited Permit have not been complied with during the period of the permit.

c. Any work conducted without the required permit(s) is subject to an additional fee equal to the amount of the permit fee normally required pursuant to the CITY’s building code.

d. Upon CITY’s acceptance of plans for review, the CITY will review the plans and issue a building permit, a Conditional Building Permit, or a Limited Building Permit upon expiration of the forty (40) day review period set out in this section. The time periods set out in 5.06 shall exclude the time the DISTRICT uses to respond to a deficiency(s) and will resume when the DISTRICT submits revised plans resolving the deficiency(s). After an initial review, a project may require additional reviews. The 40-day review period is the cumulative number of days the CITY has to complete their initial and additional reviews. The DISTRICT will have access to a projects review period by accessing the CITY’s database via the Internet or by coordinating with the School Team Manager. If the
40-day review period lapses the CITY will not issue a Conditional Building Permit or a Limited Building Permit if one or more deficiencies exist in the following categories:

i. Deficient means of egress, including temporary existing facilities,
ii. Deficient Type of Construction (based on allowable height and area),
iii. Deficient fire flow,
iv. Deficient fire department access (fire lanes),
v. Deficient or missing occupancy separations, or
vi. Construction over easements

e. To assist DISTRICTS to construct and open schools and other facilities in a timely manner, the City agrees that, notwithstanding Subsection 5.07(d)(vi) above, conditional site-only building permits will be issued to DISTRICTS and DISTRICTS may proceed at their own risk whether or not plat approval shall have been obtained.

5.08 School District Plan Review Team, Annual Accounting and Advisory Committee.

a. Within five working days after the full execution of this AGREEMENT, CITY will form and designate a “School District Plan Review Team,” whose function will be to fulfill the CITY’s permitting, plan review, and other obligations to the DISTRICT under the AGREEMENT.

b. The School District Plan Review Team will be led by a member of the CITY’s Development Services Department (the “School Team Manager) who shall report to a Development Services Assistant Director.

c. The duties of the School District Plans Review Team shall be the first work priority of its members; that is, each member of the School District Plans Review Team shall complete all current work on DISTRICT projects prior to performing work on non DISTRICT projects.

d. Whenever positions on the School Team are being filled by the CITY, the CITY shall provide notice of such fact to all of the DISTRICTS, and the DISTRICTS shall have the right to participate on the selection panel for such School Team members. The CITY shall consider the comments of the DISTRICTS prior to naming new School Team members, but the CITY shall have the sole responsibility and authority to fill such positions.

e. In March of each year, the City Manager’s Office shall perform an annual review of the AGREEMENT and the functioning of the School District Plan Review Team. As part of such annual review, the City Manager’s Office shall solicit the written comments of the DISTRICTS on the efficacy of the School District Plan Review Team. The City Manager’s Office shall prepare a written summary of the findings which are the result of such annual review, and shall provide a copy of such summary to the Director of the Development Services Department, the School Team Manager, and each of the DISTRICTS (at the respective addresses set out on Exhibit A hereto).
f. By March 1st of every year during the term hereof, the CITY shall provide to the DISTRICTS a written accounting for the then previous calendar year setting out: (i) all of the monies paid to the CITY by each of the DISTRICTS, individually, and all of the DISTRICTS, collectively, in fees in connection with the platting, permitting (building or trades), and/or inspection of DISTRICT land, projects, and/or facilities; and (ii) the costs paid by the CITY in connection with such platting, permitting, and inspection. Notwithstanding the foregoing, the current limited searchability of the CITY’s platting database will require that a DISTRICT desiring the inclusion of platting fees in this report list in writing to the CITY the plat numbers for all plat applications for which CITY fees might have been assessed in a given reporting year.

g. Representatives of the DISTRICT will meet at a mutually convenient time every January, April, July, and October during the term hereof to (i) assess the efficiency of the efforts of the DISTRICTS and the CITY under this AGREEMENT; (ii) discuss ways to improve the various processes through which DISTRICT projects are platted, permitted, and inspected; and (iii) implement improvements to such processes. The Director of the Development Services Department (or the assistant director, if so designated by the Director) and the head of the School District Plan Review Team, shall also meet during these periods to assess, discuss and implement these same issues. Meetings may be canceled if all parties agree.

5.09. Storm Water Management and Off-Site Improvements. The intent of this section is to provide clarity and flexibility for school participation in the Regional Storm Water Management Program while maintaining the spirit of the Unified Development Code and accounting for school-related constraints and circumstances. For purposes of this AGREEMENT, storm water management matters shall be handled as follows:

a. Storm water and floodplain related design shall be in accordance with Appendix H-Storm Water Design Criteria Manual and Appendix F- Floodplains- Area of Special Flood of the UDC, except as discussed in this section.

b. Submittal requirements are as follows:
   i. The DISTRICT will not be required to submit any engineering studies, nor pay any storm water fees, nor construct any drainage improvements for existing, new, or relocated Portable Buildings.
   ii. Projects shall provide site, grading, and drainage plans (as applicable) for handling and discharging storm water into receiving streets, streams, drainage facilities, etc.
   iii. Any project that results in a net increase of impervious cover of at least 4,301 square feet shall include a storm water management plan with an adverse impact analysis, in accordance with Appendix H of the UDC.
   iv. Any project that results in a net increase of impervious cover of at least 100 square feet but less than 4,301 square feet shall include:
      A. A memo or letter briefly describing the scope of the project.
      B. An exhibit showing the change in impervious cover.
      C. A signed copy of the Regional Storm Water Management Participation (RSWMP) form.
v. DISTRICT shall submit documentation of the cost of the adverse impact analysis for each project. If the project will not result in an adverse impact downstream and the DISTRICT elects to pay FILO, then the cost of the adverse impact analysis will be reduced from the FILO amount due.

A. If the cost of the adverse impact analysis is greater than or equal to the FILO amount, then the DISTRICT will not pay FILO.
B. If the cost of the adverse impact analysis is less the FILO amount, then the DISTRICT will pay the FILO minus the cost of the adverse impact analysis.
C. The cost for the adverse impact analysis shall not include:
   1. Civil design and analysis not directly associated with adverse impact analysis;
   2. Survey not directly associated with adverse impact analysis;
   3. Platting not directly associated with adverse impact analysis;
   4. Flood studies or C/LOMR submittals not directly associated with adverse impact analysis; nor
   5. Any other items not directly associated to the adverse impact analysis.
D. If the analysis indicates that the project will have an adverse impact downstream and mitigation is required, the cost of the adverse impact analysis will not be reduced from the FILO due. Reference Section 5.09.d- Storm Water Mitigation for information regarding detention, offsite mitigation, and development agreements.

vi. See sections 5.09(c) below for exceptions.

c. Storm Water Planning and Coordination
i. For renovation of existing school facilities, the DISTRICT may, at no cost, meet and confer with the CITY’s Director of TCI or designee to discuss the project and whether there are any known or potential off-site drainage problems downstream or within the same watershed of the project. If CITY and DISTRICT agree that no problem(s) exist and the project will not cause an adverse impact, the provisions of 5.09(b)(iv) may apply.
ii. At the request of and at no cost to the DISTRICT, TCI will review storm water management plans, drainage design, and flood studies prior to plat and/or building permit submittals, in an effort to facilitate site planning and expedite plat and permit review.
iii. CITY will coordinate with DISTRICT to provide planning information related to CITY storm water infrastructure, reported drainage and flooding issues, and potential CITY projects.

d. Storm Water Mitigation
i. If on-site detention is found to be required, it may be constructed onsite or it may be oversized at one or more school sites to accommodate increased runoff from other school sites in the same sub-watershed. Neither sites’ development/redevelopment may result in an adverse impact downstream of the respective site. On-site detention may be incorporated into school playgrounds, parking areas, underground, on roofs, Low Impact
Development (LID) features, or as otherwise approved. If on-site detention is not required, participation in the RSWMP by paying the fee-in-lieu-of detention (FILO) will be approved.

ii. The DISTRICT and CITY may agree to apply the project’s FILO to a specific offsite mitigation project within the same watershed. The DISTRICT and CITY may also agree that the DISTRICT design, construct or provide materials for construction of offsite mitigation within the same watershed instead of paying FILO or providing detention. Either of these options would satisfy the requirements of the Regional Storm Water Management Program (RSWMP). Examples of offsite mitigation projects include but are not limited to improvements to street or alley drainage, low water crossings, and drainage channel expansions.

iii. If there are no suitable options for detention or other mitigation within the same watershed of a project, the CITY and DISTRICT may agree on mitigation at a site in a different watershed.

iv. Offsite mitigation or detention as described above may be formalized by the CITY and DISTRICT entering into a Development Agreement or other equivalent agreement. The CITY will facilitate the Development Agreement process to avoid unnecessary negative impacts to school projects, construction schedules, and operation of educational facilities.

e. Impervious Cover

i. The fee-in-lieu-of detention (FILO) will be based on the net increase of impervious cover (roofs, driveways, parking areas, other paved areas, on-site sidewalks, auxiliary buildings, etc.) resulting from construction on the school site, in accordance with Appendix H of the UDC and section 5.09(b). Sidewalks within CITY right-of-way will not be considered in determining increase in impervious cover. If a temporary increase in impervious cover is to occur or does occur during construction (e.g., building a new building to replace existing Portable Buildings) the fees will not be required, provided the temporary increase does not exist for longer than a 30 month period from the start of construction.

ii. Permeable pavement shall not be counted as impervious cover if designed to store the 2-year, 24-hours storm event as specified in the UDC. Permeable pavement sections typically include a permeable surface material above a porous media with an underdrain that discharges into a pipe system or low area.

iii. Trails and artificial field turf shall not be counted as impervious cover if designed with porous media and/or an underdrain system.

f. For bond-funded projects, FILO rates will be applied based on the rate structure in effect the date of the election when the bond was approved. For projects funded by means other than a bond, the FILO rate will be applied based on the rate structure in effect the date that project funding was approved. DISTRICT shall provide written evidence of the date of bond approval and/or project approval.

g. Construction activities shall comply with all applicable rules and regulations associated with maintaining compliance with CITY’s Texas Pollution Discharge
Elimination System (TPDES) permit.

h. Any questions regarding these drainage provisions shall be directed to the TCI Storm Water Engineering Manager. Appeals of any decision shall be made to the CITY’s Director of TCI or his designee.

5.10 Landscaping; Tree Preservation; Parking.

a. Except as provided in Section 5.16 below, DISTRICTS shall comply with the City’s then current Tree Preservation Ordinance

b. DISTRICTS will not be required to plant any landscaping for existing, new or relocated Portable Buildings.

c. Each DISTRICT will be allowed to fulfill any replanting and/or mitigation requirements by planting or replanting trees and/or other landscaping of equivalent value on sites that such DISTRICT owns or leases.

d. Upon application of the DISTRICT and with approval of the CITY, parking lot shading and other landscaping requirements may be modified as may reasonably be necessary to enhance the efficiency of security cameras and/or lighting. For existing campuses, tree credits may be utilized for the purpose of required parking lot shading and street trees at a ratio of 10 tree credits to 1 inch.

e. For existing campuses, DISTRICTS are permitted to use tree credits owned by the DISTRICTS to meet up to 50% of the tree canopy requirements at a ratio of 3 tree credits to 1 inch.

f. Landscaped areas shall be irrigated with a system that is suitable for the type of plantings installed. An irrigation system will be required on projects when any one (1) of the following are used to meet the requirements of this chapter:

i. An area greater than two thousand (2,000) square feet of new landscape; or

ii. More than twenty (20) trees will be installed; or

iii. Projects which exceed four thousand three hundred (4,300) square feet of impervious surface.

iv. Xeriscape will be permitted with the following provisions;
   A. All shrubs are classified as xeriscape (drought resistant) plants
   B. All trees meet the above outlined requirements
   C. A plant establishment plan is outlined and approved to include proper watering schedule and methods.

If an irrigation system is not required as above, a hose bib must be installed within one-hundred and fifty (150) feet of the newly installed plant material. A two (2) year watering schedule shall be submitted and gator bags or other alternative proposed for new
plantings. The CITY may conduct a follow up inspection within three (3) years to verify installed plant material is still in place.

g. For a limited area of development, only the identified limits of construction shall be reviewed for tree preservation and canopy requirements on a platted lot.

h. Upon mutual AGREEMENT of the DISTRICT and the CITY, each DISTRICT shall have the discretion to reduce maximum parking requirements for existing schools based on the following health, safety and general welfare issues:

i. any parking regulations in force and effect which may impact the vehicle traffic on and around the school property;

ii. the type of construction being undertaken by the DISTRICT at the location in question and what, if any, increase or decrease in vehicular traffic can be anticipated from the final construction; and

iii. any other relevant information known or that is made known.

i. DISTRICTS shall be exempt from maximum allowable parking limitations except those imposed by reason of location within Edwards Aquifer Recharge Zoning Districts (“ERZD”) provided that the maximum number of parking spaces per school campus shall not exceed the following: elementary schools – 275, middle schools – 400, high schools– 1,275. The minimum number of parking spaces per school campus shall be in accordance with the CITY’s Unified Development Code.

j. Required Security Under Section 35-437 of the Unified Development Code (“UDC”): During the term of this AGREEMENT, CITY will not require DISTRICT to post a performance bond, letter of credit, trust AGREEMENT, cash or other form of security in favor of CITY normally required under Section 35-437 of the UDC and related provisions; provided that in lieu of posting such security, DISTRICT provides CITY with a formal Resolution passed and approved by its Board of Trustees assuring construction, within three years, of all items that would normally be the subject of the security. The resolution shall be delivered to CITY prior to recordation of the plat. The assurances provided under the resolution shall survive any termination of this AGREEMENT and failure of DISTRICT to comply with the assurances to complete the construction as resolved by the DISTRICT’s Board of Trustees, shall be considered a breach of this AGREEMENT. Upon breach, CITY may pursue any and all legal and equitable remedies available to it.

5.11 Sidewalk, Bike Facility Requirements and Street Cuts.

a. Sidewalks and bike facility requirements at existing schools or other DISTRICT facilities need not be brought to current Unified Development Code standards, except in conjunction with additions or renovations of a value exceeding thirty-five percent (35%) of the fair market value of the entire property being renovated. Each DISTRICT shall send a letter to the CITY department charged with enforcement of its sidewalk requirements upon each occasion that such DISTRICT relies on this provision, specifying the exceptions claimed and the basis therefor. The CITY shall have the option of requiring the DISTRICT to include a formal appraisal, an informal appraisal, or no
appraisal of the entire property as an element of this submission, as circumstances warrant.

b. New sidewalks and/or bike facilities shall be provided in connection with the construction of new facilities on an existing lot or campus in accordance with the CITY’s Unified Development Code.

c. Nothing in this section shall be construed as invalidating or limiting the requirements of the Americans with Disabilities Act and Texas Accessibility Standards.

d. Unless specifically excluded or modified by this AGREEMENT, all work performed by the School District within the City right-of-way which involves cutting any City Street shall be subject to the terms and conditions of this AGREEMENT, and shall also be in accordance with the Right-of-Way Ordinance, Utility Excavation Criteria Manual (UECM), Texas Manual on Uniform Traffic Control Devices (TMUTCD), State and Federal statutes, standard provisions, and all other applicable City drawings and specifications except for the exemptions as outlined above. The following procedures shall be followed when a street cut is made:

i. For street cuts performed by the DISTRICT on arterial and collector streets with a Pavement Condition Index (PCI) of 86 or greater, the DISTRICTS may repair the street cuts by using the UECM Asphalt Restoration Variance revision details as shown on sheet 96 and 97 of the UECM Asphalt Restoration Variance.

A. The Street cut and repairs will be allowed without the request of a variance.

B. The asphalt restoration limits will be coordinated with Right of Way Management before work begins and all repairs will be inspected prior to project close out by a member of Right of Way Management to ensure compliance with the UECM Asphalt Restoration Variance Details.

ii. The DISTRICT performing the work shall warrant the street cut for a period of not less than twenty-four (24) months after the date of completion from defects related to installation and/or design. In the event of confirmed defects within such twenty-four (24) month time period, the work shall be repaired by the DISTRICT to a satisfactory condition acceptable to the CITY, in the CITY’s reasonable discretion, within thirty (30) calendar days of receipt of notice from the CITY to the DISTRICT. Extra days shall be permitted only for inclement weather and statutory bidding requirements, if any.

e. Districts shall present a list of proposed projects annually or with the passing of a bond package.

i. CITY and DISTRICTS shall look at project location and proposed construction dates to coordinate proposed projects.

A. Prevent construction conflicts.
B. Prevent improvements from being damaged with construction.

5.12 Inspections and Resolution of Disputed Violations and Issuance of Certificates of Occupancy:

a. CITY shall issue Certificates of Occupancy when all inspections have been made, code violations corrected and drainage issues are satisfied. The CITY shall issue the DISTRICT a temporary Certificate of Occupancy in accordance with the CITY’s building code.

b. CITY and DISTRICT shall each identify a person to settle disputes arising from disagreements over CITY Code or construction plan violations identified by CITY Inspectors. Upon request of the DISTRICT or CITY, said dispute will be submitted to a representative of CITY’s School District Plan Review Team with authority to resolve the dispute, who shall rule on the dispute within 48 hours of its submission. The decision is appealable to the appropriate CITY Board.

c. On a multiple building project on the same platted site, at DISTRICT's written request, CITY shall issue a permanent Certificate of Occupancy for each individual building as it is completed and ready for occupancy.

d. CITY inspectors shall not add or change requirements established by the CITY’s School District Plans Review Team unless it is a life, health or safety issue. Any action of a field inspector inconsistent with the prior determination of the CITY’s School District Plans Review Team shall be resolved by the application of the procedures set out in the current version of the CITY’s Standard Operating Procedure ("SOP").

5.13 Portable Buildings. “Portable Buildings” means those structures which (i) are located on real property owned or leased by a District; (ii) are not placed on any permanent foundation; (iii) are designated by the DISTRICT for education related purposes as portable or temporary classroom buildings or for administrative or maintenance purposes. Portable Buildings may either be constructed in accordance with Title 7, Subtitle C, Chapter 1202 of the Texas Occupations Code (Industrialized Portable Building) or constructed in accordance with the technical codes of the CITY (Conventional Portable Building).

a. New Portable Buildings. Installation of new Portable Buildings shall be in accordance with currently adopted CITY technical codes.

b. The issuance of building permits for any Industrialized Portable Building may be expedited by the submission of master building plans for the specific type of industrialized structure to the CITY. Upon approval, master plans shall be identified in accordance with a numbering system determined by the CITY. DISTRICT agrees that upon application for an expedited building permit the DISTRICT will identify by number the pre-approved master plan that will be utilized for placing the building on DISTRICT property. The CITY agrees to issue a building permit for said building within five (5) business days of receipt of the application provided there is compliance with all other applicable regulations.
c. Existing Portable Buildings. The PARTIES agrees that upon application for a
permit to move an existing Portable Building, that if a DISTRICT can satisfactorily
demonstrate to the CITY that a Portable Building has been previously inspected and
approved by the CITY, the building may be relocated by the DISTRICT in compliance
with subparagraph d below. The CITY agrees to issue a building permit within five (5)
business days from receipt of the Foundation Plan and Site Plan for review from
DISTRICT.

d. Existing Portable Buildings which have been previously inspected and received a
Certificate of Occupancy from the City of San Antonio that are moved within or to
another existing school campus or other real property owned or leased by a DISTRICT,
without any structural changes other than the new or revised foundation, shall comply
with the following procedures:

i. A building permit or conditional building permit shall be obtained from the
   CITY prior to moving and setting the Portable Building on the new
   foundation.

ii. The CITY shall comply with the initial plan review timeframes listed in
    Section 5.06(c)iii.

iii. For Portable Buildings with an occupant load exceeding 50 occupants, stairs
    and ramps serving the buildings shall be a minimum of 44 inches wide.

iv. Portable Buildings must be a minimum of 30 feet from the main structure and
    include interconnected single station smoke alarms for all portables in the
    vicinity and a wired 2-way communication system at Elementary Schools if
    any of the following occur:

    A. the Portable Building occupant load exceeds 50 occupants but is less than
       60 occupants.
    B. the Portable Buildings are located less than 20 feet from adjacent portable
       buildings.
    C. Portable Buildings in clusters of 2 or more and located less than 20 feet
       from adjacent portables will provide a second exit from the landing in the
       opposite direction of the main exit from the landing. The second
       provided exit is allowed to discharge onto unimproved surfaces and is to
       be used for emergency egress only.

v. The CITY’s plan review and inspections of the moved Portable Buildings
    shall be limited to the following:

    A. location of building(s) on site with regards to fire department vehicle
       access; minimum fire hydrant requirements, including minimum
       number, location and spacing; exterior wall protection requirements;
       zoning setbacks; and plating considerations (e.g., easements, etc.);
    B. fire protection system requirements, including fire alarm system
       installation and monitoring excluding Elementary School portables with
       an occupant load less than 50;
    C. structural foundation design and construction, including tie downs
       and other means of attachment;
D. means of egress components, including stairs, steps, ramps and railings design; and
E. electrical and plumbing service and connections and condensate disposal.

vi. The DISTRICT shall supply a certified design and/or inspection certificate from a licensed structural engineer for the foundation design and construction as well as any other structural component if and when required by the CITY.

vii. The CITY shall issue a Certificate of Occupancy for each Portable Building when all inspection items are approved by the applicable inspectors.

viii. The fees charged by the CITY to the DISTRICTS for building permits, plan review, inspections, and Certificate of Occupancy for Portable Buildings shall not exceed $500.00 per site (as distinguished from per building) per year. There shall be no storm water fee, landscaping fee, or any other fee charged by the CITY to the DISTRICTS in connection with such relocated Portable Buildings.

e. The CITY and DISTRICTS shall work together to identify all existing Portable Buildings that currently do not have record of a Certificate of Occupancy. Once identified, the CITY shall perform Certificate of Occupancy inspections on each of these Portable Buildings in order to determine if a full Certificate of Occupancy can be issued. The fee for these inspections shall be $100 per site. The CITY’s inspection of these existing Portable Buildings will be to identify and correct only life-safety-related deficiencies, not to bring these existing structures into compliance with the City’s existing building codes. If no life-safety deficiencies are noted, the City shall issue a Certificate of Occupancy for the Portable Building. The DISTRICTS shall correct noted life-safety deficiencies as directed by the CITY prior to issuance of a Certificate of Occupancy. The DISTRICTS may appeal the decision of a CITY inspector as to whether a noted deficiency is life-safety-related in writing to the Director of Development Services. Each DISTRICT shall use good faith efforts to ensure that each existing Portable Building of such DISTRICT shall have a documented Certificate of Occupancy within four years following the execution of this AGREEMENT, in accordance with a schedule that includes at least 25% completed within the first year, 50% completed within the second year, and 75% completed within three years after the execution of this AGREEMENT.

f. Should a DISTRICT require a Temporary Certificate of Occupancy for one or more Portable Buildings, a Temporary Certificate of Occupancy fee of $100 per site shall be assessed against such Portable Building(s). A Portable Building Temporary Certificate of Occupancy is valid for a maximum of sixty (60) days. At the end of sixty (60) days, if all items are not corrected and all inspections passed to obtain a permanent Certificate of Occupancy, the DISTRICT shall apply for a new Temporary Certificate of Occupancy which will carry a renewal fee of $100 per site for a maximum of sixty (60) additional days. The DISTRICT shall work in good faith to obtain a permanent Certificate of Occupancy by correcting all inspection-noted deficiencies as soon as possible.

g. There shall be no requirement that a DISTRICT must install and maintain skirting around the base of any Portable Building.
h. The City recognizes the Districts as being expert in the behavior and scheduling of student needs relative to restroom breaks and travel distances. The DISTRICTS shall locate each Portable Building within a reasonable distance from accessible restroom facilities for both boys and girls, but in no case shall the maximum distance exceed 750 feet. Every reasonable effort shall be made by a DISTRICT to first locate each Portable Building within 500 feet of restroom facilities before locating a Portable Building beyond that distance.

5.14. Computer Liaison. The DISTRICT and CITY shall each, at their own expense and without access charges to one another, continue to improve the computer linkages for the purpose of submitting plans and specifications for review and for tracking and monitoring the status of plan review, permit approvals, project inspections and certificates of occupancy.

5.15. Project Notices and Dispute Resolution. The architect or engineer submitting plans for a project shall be the primary point of contact for all notices and dispute resolution procedures. However, when a DISTRICT representative deems necessary, the DISTRICT representative may notify the Director of Development Services that further communications should be directed to either the DISTRICT representative or another architect or engineer. However, nothing herein waives the legal requirements that a licensed architect or engineer shall certify plans for a project.

5.16. Vested Rights.

a. DISTRICT and the CITY agree that all renovations and additions to existing DISTRICT facilities shall be subject to the CITY’s Building Code for Existing Buildings (“Existing Building Code”).

b. DISTRICT and the CITY agree that, in connection with the construction of new DISTRICT facilities on land the DISTRICT has acquired from a property owner, the DISTRICT shall be entitled to any and all rights under Texas Local Government Code Chapter 245 that the property owner had on such project, and such rights shall be deemed transferred with respect to such project from the developer to the DISTRICT.

5.17. Annexation.

a. The PARTIES agree that land, and any associated projects, identified under a CITY Municipal Annexation Plan shall be subject to the rules, regulations and provisions of the Unified Development Code.

b. If the CITY annexes the land on which a DISTRICT is constructing any facilities under one or more permits issued by a County, the DISTRICT may proceed pursuant to such permits and any plans that were approved by the County. The CITY shall conduct its inspections on the basis of such approved plans. The CITY and the DISTRICT'S design and construction team shall meet so that the DISTRICT can advise the CITY regarding: (i) an overview of the project, (ii) the permits already issued by the County, and (iii) the current status of construction. The CITY and the DISTRICT shall negotiate plan reviews, inspections and any applicable fees. The DISTRICT shall provide copies of
any and all County-approved construction documents for CITY retention per the CITY’s building codes and applicable law.

c. DISTRICT may request that the CITY perform courtesy construction plan reviews and construction inspections for construction projects which are located within any area which is included now or hereafter in the CITY Three Year Annexation Plan when the reviews or inspections are not otherwise required. CITY agrees that it will perform the courtesy construction plan reviews and construction inspections upon receipt of a request and payment of a fee or fees.

5.18 New Contractor. If a DISTRICT changes contractors during a construction project for any reason, including the default of the original contractor and the replacement of the same with another contractor hired by the surety, any delay resulting from such change shall not have the effect of changing the rules, regulations, and Unified Development Code provisions which govern such construction, provided that the delay resulting from the removal of an existing contractor and the hiring of a replacement does not exceed eighteen (18) months. If such delay exceeds eighteen (18) months, then requests for permit extensions shall be favorably considered to preserve the applicability of the regulations in effect when the project was commenced, subject to the payment of any applicable permit extension fees.

5.19 Water Quality. Notwithstanding any provision of this AGREEMENT, DISTRICT acknowledges, represents, and agrees to comply with all the provisions and performance requirements of Chapter 34, Article VI, Water Quality Control and Pollution Prevention of the City Code in effect when the DISTRICT approves the project. In no case shall that date be prior to the date of this AGREEMENT.

5.20 Tempered Water and Public Facilities. DISTRICTS shall be exempt from the application of Section 419.5 of the International Plumbing Code as adopted by the City of San Antonio, which specifically states “Tempered Water for Public Hand Washing Facilities. Tempered water shall be delivered from lavatories and group wash fixtures located in public toilet facilities provided for customers, patrons and visitors. Tempered water shall be delivered through an approved water-temperature limiting device that conforms to ASSE 1070/ASME A112.1070/CSA B125.70 or CSA B125.3.”

VI. PUBLIC SERVICES

6.01 The PARTIES agree that cooperation on overlapping functions and activities has and will continue to benefit the public-at-large by saving tax dollars. In further pursuit of this goal of efficiency and in exchange for the considerations offered by CITY to DISTRICT, the DISTRICT, during the term of this AGREEMENT, agrees as follows:

a. DISTRICT will provide CITY with available facilities for use as polling places during municipal elections and for meetings called by community groups. The DISTRICT agrees not to charge a user fee for the use of such facilities but may assess out-of-pocket expenses for utilities, maintenance, security or other costs directly associated with the use. All such use shall otherwise comply with DISTRICT’s policy and procedure for the booking, access to and use of the facilities.
b. In a DISTRICT which participates in the After School Challenge Program, the DISTRICT agrees to and shall provide funding to the After School Challenge Program to operate the program for the same number of days as are funded by the CITY. Separate After School Challenge Program Interlocal Agreements with participating districts will be in effect regarding program details, funding, staffing, etc.

c. DISTRICT agrees to and shall, within ten (10) business days of the effective date of this AGREEMENT, designate a coordinator on the DISTRICT’s staff who shall attend strategy meetings, called as determined necessary by the CITY, but no more than on a quarterly basis, unless otherwise agreed, at which issues are discussed and plans are made to enter into agreements with the CITY. These agreements will focus on the manner and means to provide joint services to the public. DISTRICT shall hereafter endeavor in good faith to design and implement programs aimed at providing joint services to the public in all areas, which shall include, at a minimum, the following:

i. feasibility studies on joint use of libraries and other facilities;
ii. community access to school sites for use of recreational facilities and open space;
iii. inner-city revitalization projects; and
iv. funding for the Education Partnership Program.

d. DISTRICT agrees to participate with CITY in providing traffic control devices in certain designated school zones to safeguard the students and other pedestrian traffic as follows:

i. Whenever a new school is to be located and constructed on, adjacent to, or abutting an existing local B street, collector street, arterial street, or highway, the DISTRICT will be required to fund and install, at its expense, any traffic signals or school zone/pedestrian crossing warning flashers and traffic control devices that are determined necessary by virtue of the increased vehicular and pedestrian traffic anticipated to be generated by or from such school. All work shall be in compliance with the latest editions of the City of San Antonio Standard Specifications for Construction, Standard Details for Construction and the Texas Manual on Uniform Traffic Control Devices. Fully operational systems shall be required prior to acceptance by the CITY.

ii. For additions or renovations to existing schools, the DISTRICTS will be required to fund and install, at its expense, any traffic signals or school zone/pedestrian crossing warning flashers and traffic control devices as a result of altered or added school zones, reductions or additions of driveways that impact school zone placement, changes to pedestrian traffic patterns, renovations that exceed 35% of the general cost of the building, or addition of occupancy to the existing school. The District will be responsible for providing exhibits, calculations or studies that show no change in traffic patterns or circulation. For areas where new traffic devices are required, the DISTRICT may request reimbursement from the CITY for up to 50% of the direct expenses to be incurred by the DISTRICT to install the signals and/or flashers which are determined necessary by the CITY. To be considered, the DISTRICT must provide the CITY with the following:
A. a minimum of six (6) months advance notice;
   1. City Council approves the Fiscal Year Budget in September of
each year, depending on when notice is provided, funding may
not be allocated by City Council until the following Fiscal
Year;
B. design plans signed and sealed by an engineer that are in full
compliance with the latest editions of the City of San Antonio
Standard Specifications for Construction, Standard Details for
Construction, and the Texas Manual on Uniform Traffic Control
Devices; and
C. an estimate of probable cost establishing a not-to-exceed amount
subject to City Council Approval.

Approved reimbursement requests will be processed after final inspection by the
designated CITY representative. The DISTRICT shall submit to the CITY
detailed itemized billings of all expenses specifically associated with the
construction of the subject traffic control device. The DISTRICT will be
reimbursed 50% of the actual expenses submitted by the DISTRICT and agreed
upon by the CITY.

**VII. CHANGES AND AMENDMENTS**

7.01 Except when the terms of this AGREEMENT expressly provide otherwise, any
alterations, additions, or deletions to the terms hereof shall only be by written amendment
formally approved by the governing body of the PARTIES. Amendments to this AGREEMENT
shall be proposed in writing to the other PARTY within 120 days of the expiration of the current
one year term.

7.02 It is understood and agreed by the PARTIES hereto that changes in local, state and
federal rules, regulations or laws applicable hereto may occur during the term of this
AGREEMENT and that the provisions of this AGREEMENT shall prevail but only to the extent
that they are not in conflict with federal and state law. If any changes to local rules, regulations,
or laws mandate a change in the provisions contained in the AGREEMENT, then the PARTIES
shall negotiate, in good faith, and execute, an appropriate amendment of this AGREEMENT
within 90 days of the effective date of such change.

**VIII. ASSIGNMENTS**

8.01 No Party hereto shall transfer, pledge or otherwise assign this AGREEMENT, any
interest in and to same, or any claim arising thereunder. This AGREEMENT is not assignable in
any respect. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall
confer no rights upon any third person.

**IX. SEVERABILITY OF PROVISIONS**

9.01 If any clause or provision of this AGREEMENT is held invalid, illegal or unenforceable
under present or future federal, state or local laws, then and in that event it is the intention of the
PARTIES hereto that such invalidity, illegality or unenforceability shall not affect any other
clause or provision hereof and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

X. ENTIRE AGREEMENT

10.01 This AGREEMENT constitutes the final and entire AGREEMENT between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

XI. PARTIES BOUND

11.01 This AGREEMENT shall be binding on and inure to the benefit of the PARTIES hereto and their respective legal representatives, successors and assigns, except as otherwise expressly provided herein.

XII. GENDER

12.01 Words of gender used in this AGREEMENT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XIII. RELATIONSHIP OF PARTIES

13.01 Nothing contained herein shall be deemed or construed by the PARTIES hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between them.

XIV. TEXAS LAW TO APPLY

14.01 This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas and all obligations of the PARTIES created hereunder are performable in Bexar County, Texas.

XV. CAPTIONS

15.01 The captions contained in this AGREEMENT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this AGREEMENT.

XVI. MULTIPLE ORIGNALS

16.01 This AGREEMENT may be executed in multiple originals. The PARTIES agree that it is not necessary for each or every PARTY to execute the same physical document. The AGREEMENT binds the CITY and each individual DISTRICT upon execution of the AGREEMENT by an authorized representative of the CITY and that DISTRICT.
EXECUTED in duplicate originals on this the ___ day of ________________________, 2020.

CITY OF SAN ANTONIO

Erik Walsh
City Manager

ATTEST:

Leticia Vacek
City Clerk

INDEPENDENT SCHOOL DISTRICT

Superintendent

ATTEST:

Title:

APPROVED AS TO FORM

Andrew Segovia
City Attorney

ATTACHMENT

EXHIBIT A  ADDRESSES OF PARTIES
EXHIBIT A
ADDRESSES OF PARTIES

Alamo Colleges District
Dr. Mike Flores, Chancellor
2222 N. Alamo St.
San Antonio, Texas 78215

Alamo Heights Independent School District
Dr. Dana Bashara, Superintendent
7101 Broadway
San Antonio, Texas 78209

East Central Independent School District
Mr. Roland Toscano, Superintendent
6634 New Sulphur Springs Road
San Antonio, Texas 78263

Edgewood Independent School District
Dr. Eduardo Hernandez, Superintendent
5358 W. Commerce Street
San Antonio, Texas 78237

Harlandale Independent School District
Mr. Gerardo Soto, Superintendent
102 Genevieve Drive
San Antonio, Texas 78214

Judson Independent School District
Dr. Jeanette Ball, Superintendent
8012 Shin Oak Dr.
Live Oak, Texas 78233

North East Independent School District
Dr. Sean A. Maika, Superintendent
8961 Tesoro Drive
San Antonio, Texas 78217

Northside Independent School District
Dr. Brian Woods, Superintendent
5900 Evers Road
San Antonio, Texas 78238

San Antonio Independent School District
Mr. Pedro Martinez, Superintendent
141 Lavaca Street
San Antonio, Texas 78210
South San Antonio Independent School District
Ms. Dolores Sendejo, Interim Superintendent
5622 Ray Ellison
San Antonio, Texas 78242

Southside Independent School District
Mr. Mark E. Eads, Superintendent
1460 Martinez-Losoya Road
San Antonio, Texas 78221

Southwest Independent School District
Dr. Lloyd Verstuyft, Superintendent
11914 Dragon Lane
San Antonio, Texas 78252