



North East Independent School District

8961 Tesoro Drive, San Antonio, Texas 78217

NOTICE OF MEETING OF THE BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the North East Independent School District will be held on January 13, 2025. The Board will convene in Open Session at 5:30 PM, then move into Executive Session and resume the public portion of the meeting no earlier than 6:15 PM. The Board will meet on the first floor of the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas 78217. Such meeting is a regular meeting.

The open session portion of the meeting is livestreamed, and members of the public may view the meeting by going to the North East Independent School District's YouTube channel. Click the link below or type it into your browser.

<https://www.youtube.com/c/NEISDtv>

Items will not necessarily be discussed or considered in the order they are printed. Anyone wishing exhibit information in accordance with Local Board Policy GBA, must contact the Public Information Officer.

MISSION STATEMENT

We challenge and encourage each student to achieve and demonstrate academic excellence, technical skills, and responsible citizenship.

I. ESTABLISHMENT OF QUORUM AND CALL TO ORDER

II. EXECUTIVE SESSION

- A. Personnel, including but not limited to Administrative Appointments pursuant to Government Code Section 551.074
 - 1. Routine Personnel including but not limited to Administrative Appointments
 - a. Assistant Principal of Churchill High School
 - b. Assistant Principal of Harmony Hills Elementary School
 - 2. Proposed Recommendation for Termination of Chapter 21 Term Contract Employee(s)
 - 3. Proposed Recommendation for Termination of Chapter 21 Probationary Contract Employee(s)
 - 4. Superintendent's Contract
- B. Discussion Regarding Intruder Detection Security Audit pursuant to Government Code Section 551.076
- C. Discussion Regarding Security Measures pursuant to Government Code Section 551.076
- D. Consultation with Board's Attorney pursuant to Government Code Section 551.071
 - 1. Consultation Regarding Superintendent's Contract

III. RECONVENE INTO OPEN SESSION

IV. WELCOME FROM THE BOARD PRESIDENT

V. INVOCATION AND PLEDGE OF ALLEGIANCE

- A. Bradley Middle School

Presenter: Torey Leitzke, Principal

VI. RECOGNITIONS

A. President's Acknowledgment of Special Calendar Events

VII. MATTERS FROM THE FLOOR

VIII. MATTERS FROM EXECUTIVE SESSION

A. Personnel Including but not Limited to Administrative Appointments pursuant to Government Code Section 551.074

1. Possible Action Regarding Routine Personnel including but not limited to Administrative Appointments 4

Presenter: Rudy Jimenez, Chief of Schools and Leadership

a. Assistant Principal of Churchill High School

b. Assistant Principal of Harmony Hills Elementary School

2. Possible Action Regarding Proposed Recommendation for Termination of Chapter 21 Term Contract Employee(s) 5

Presenter: Rudy Jimenez, Chief of Schools and Leadership

3. Possible Action Regarding Proposed Recommendation for Termination of Chapter 21 Probationary Contract Employee(s) 6

Presenter: Rudy Jimenez, Chief of Schools and Leadership

4. Possible Action Regarding Superintendent's Contract

IX. PRESENTATIONS

A. Intruder Detection Audit by Texas School Safety Center

B. State of the PTA Report 7

Presenter: Leigh Henry, NECPTA President

C. Texas Accountability and Performance Report (TAPR) and Scorecard Update 8

Presenter: Anthony Jarrett, Chief Instructional Officer

X. SUPERINTENDENT COMMENTS

XI. NEW BUSINESS FOR POSSIBLE BOARD ACTION

A. Instruction and Campus Administration

1. Possible Action Regarding Wage Payments During School Closures Board Resolution 9

Presenter: Rudy Jimenez, Chief of Schools and Leadership

2. Possible Action Regarding HB 3 Board Goals-2025-2029 11

Presenter: Anthony Jarrett, Chief Instructional Officer

B. Operations

1. Possible Action Regarding Hidden Forest Turf Field Project 12

Presenter: Deborah Caldwell, Chief Operations Officer

C. Consent

1. Business Services

a. Over 50K Purchases 30

2. Operations

a. Reagan High School HVAC Chiller Replacement Project Bid Delivery Method and Procurement of Chiller Units 32

3. Minutes from December 2024

4. End of Consent

XII. REPORTS

- A. Interim Financial and Management Reports
- B. Awarded Bid Report
- C. Federal Grants Report
- D. Open Records Request Report

XIII. DISCUSSION AND POSSIBLE ACTION REGARDING BOARD MEMBERS' REQUEST(S) FOR ITEM(S) TO BE PLACED ON A FUTURE AGENDA AND/OR REQUEST(S) FOR REPORT(S) FROM THE ADMINISTRATION

XIV. ADJOURNMENT

If, during the course of the meeting, discussion of any item on the agenda should be held in an Executive or Closed Session, the Board will convene in such Executive or Closed Session in accordance with the Open Meetings Act, Texas Government Code, Section 551.071, 551.072, and 551.074.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 10th day of January, no later than 5:30 PM, this notice was posted on a bulletin board located at a place readily accessible and convenient to the public at the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas.

The North East Independent School District does not discriminate on the basis of race, color, religion, gender, national origin, age or disability



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: January 13, 2025

Presenter: Rudy Jimenez
Chyla Whitton, Executive
Director for Human
Resources

Subject: Employment of Personnel
New Hires

Related Page(s): None

ACTION ITEM

BACKGROUND INFORMATION

Policy DC (LOCAL) states: "The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in the following categories: central office administrator from the director level and above and campus administrator, including principals and assistant principals." Final authority for employment of contractual personnel in these categories shall be retained by the Board.

ADMINISTRATIVE CONSIDERATION

Campus personnel are recommended for employment by campus principals in accordance with TEC § 11.202(b). All other personnel are recommended by appropriate supervisors. In both cases, the candidate deemed "best qualified" has been selected.

BUDGETARY CONSIDERATION

New hires associated with replacement of personnel have been budgeted prior to the hiring process. New hires associated with recently established positions are covered by a contingency fund established by the Board for this purpose. Should the cost of such positions exceed the funds so budgeted, then a separate budget amendment is brought before the Board prior to additional positions being filled.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees of the North East Independent School District approve the hiring of new personnel as presented.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: January 13, 2025

Presenter: Rudy Jimenez
Chyla Whitton
Executive Director,
Human Resources

Subject: Proposed Recommendation
For Termination of Chapter 21
Term Contract Employee(s)

Related Page(s): None

ACTION ITEM

BACKGROUND INFORMATION

In accordance with the Texas Education Code § 21.211(a) and Board Policy DFBA (Legal) "A board may terminate a term contract and discharge a term contract employee at any time for: (1) Good cause as determined by the board."

ADMINISTRATIVE CONSIDERATION

Formal approval of the proposed recommendation for termination of Chapter 21 Term contract employee(s) by the Board of Trustees is required.

BUDGETARY CONSIDERATION

Money is budgeted each year in the appropriate accounts for potential Chapter 21 hearings before Hearing Examiners.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees of the North East Independent School District approve the proposed termination of the identified employee(s) Chapter 21 Term contract(s) discussed in executive session and notify the employee(s) of the proposed action to include the grounds for the action.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: January 13, 2025

Presenter: Rudy Jimenez
Chyla Whitton,
Executive Director,
Human Resources

Subject: Proposed Recommendation Related Page(s): None
For Termination of Chapter 21
Probationary Contract Employee(s)

ACTION ITEM

BACKGROUND INFORMATION

In accordance with the Texas Education Code § 21.104(a) and Board Policy DFAA (Legal) “Any probationary contract employee may be discharged at any time for good cause as determined by the board. “Good cause” is the failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in this state.”

ADMINISTRATIVE CONSIDERATION

Formal approval of the proposed recommendation for termination of Chapter 21 Probationary contract employee(s) by the Board of Trustees is required.

BUDGETARY CONSIDERATION

Money is budgeted each year in the appropriate accounts for potential Chapter 21 hearings before Hearing Examiners.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees of the North East Independent School District approve the proposed termination of the identified employee(s) Chapter 21 Probationary contract(s) discussed in executive session and notify the employee(s) of the proposed action to include the grounds for the action.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: January 13, 2025

Presenter: Leigh Henry,
NECPTA President

Subject: State of the PTA Report

Related Page(s): None

PRESENTATION

BACKGROUND INFORMATION

The report will consist of the following information:

- Council Purpose & Mission
- 5 Council Delegate Meetings Each Year (Information Shared and Meeting Focus: Advocacy/Rally Day, Volunteer Appreciation, State of the District, Blossom Scholarship Presentations, and Local Unit Membership Awards)
- Training Provided (Numerous Officer & Chair Trainings, ConNEXTions Leadership)
- Mentoring & Support Provided to local PTAs
- Council Membership Numbers & Awards
- Major Council Events (Founders' Day, Rally Day, International Student Exchange Breakfast, Reflections Art Contest Award Ceremony, Blossom Scholarship Presentations)
- Clothes Closet
- Please "Like" the NEISD Council of PTAs Facebook and Instagram Pages & visit necouncilpta.com

BOARD ACTION REQUIRED

No Action Required



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: January 13, 2025

Presenter: Anthony Jarrett
Chief Instructional
Officer

Subject: Texas Accountability and Performance
Report (TAPR) and Scorecard Update

Related Page(s): None

PRESENTATION

BACKGROUND INFORMATION

In alignment with our Board's unwavering commitment to providing the highest quality education, we are dedicated to ensuring that every child in our district learns in a safe and secure environment. Based on these guiding principles, our Board has implemented a district scorecard that helps us strategically focus our efforts to meet the diverse needs of all NEISD students. This comprehensive scorecard emphasizes four key areas: Students, Staff, Stakeholders, and Stewardship.

Utilizing our district scorecard as a guiding tool we have prepared a presentation detailing how we support our students through various means and continuous improvement. These key actions and strategies allow us to address specific aspects outlined in our Texas Accountability and Performance Report (TAPR) and meet the goals of HB3, emphasizing early literacy and college readiness.

Keeping these priorities in mind, we will be providing the Board with an update on our progress across multiple fronts, including key actions outlined in the district scorecard, internal performance measures, and anticipated long-term outcomes. Through these measures, we will review, refine and adjust to meet the needs of all our students.

This presentation supports the alignment of our district improvement plan and scorecard, which aligns with our goals and initiatives that support student outcomes.

ADMINISTRATIVE CONSIDERATION

Based on the Commissioner's Rules on Reporting Requirements (Texas Administrative Code 19, Subchapter BB.), the District is required to provide a hearing for public discussion of the Texas Academic Performance Report (TAPR) provided by the Texas Education Agency (TEA) under the Texas Education Code, §39.306.

This hearing may take place during a regularly scheduled or special meeting of the local board of trustees and must be held within 90 calendar days of receiving the PDF TAPR. Holiday breaks do not count towards the 90-day window. The PDF TAPR was received on December 13, 2024. Copies of the District TAPR and Annual Report will be published on the District website and also made available for public review in the Richard A. Middleton Education Center (RAMEC), 8961 Tesoro Drive, San Antonio, Texas, 78217.



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: January 13, 2025

Presenter: Rudy Jimenez
Chyla Whitton, Executive
Director, Human
Resources

Subject: Board Resolution
Wage Payments During School Closures

Related Page(s): Attachment

ACTION ITEM

BACKGROUND INFORMATION

Policy DEA (LOCAL) states “If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure.” In addition, during school closures the District may wish to continue paying employees their regular wages to maintain morale and reduce employee turnover.

ADMINISTRATIVE CONSIDERATION

Each school year there is a potential for school closures due to inclement weather. Therefore, the District is requesting advance approval of the Board of Trustees to provide wage payments to contractual and noncontractual, salaried and non-salaried employees who are idle and/or instructed not to report, should the District deem it necessary to close schools due to weather conditions.

BUDGETARY CONSIDERATION

The increase to appropriations would be presented to the Board of Trustees as a Consent Item - Budget Amendment at the next regularly scheduled meeting.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees approve the Resolution of the Board Regarding Wage Payments During Emergency School Closures for the 2025-2026 school year.

BOARD ACTION REQUIRED

Approval/Disapproval

RESOLUTION

**NORTH EAST INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

**WAGE PAYMENTS DURING EMERGENCY SCHOOL CLOSURE
DUE TO INCLEMENT WEATHER**

WHEREAS, the Board of Trustees of the North East Independent School District is authorized by Texas Education Code section 45.105 to expend funds for purposes necessary in the conduct of the public schools as determined by the Board;

WHEREAS, the Board acknowledges that a need exists to address wage payments for its employees during emergency school closures that may occur during the 2024-2025 school year due to a forecast or occurrence of inclement weather. In addition to closing for the safety of students and staff, weather conditions could also exacerbate any current staffing shortages;

WHEREAS, employees who are instructed not to report to work may suffer a loss of pay unless the workdays are made up at a later date. The Board concludes that providing wage payments to all employees, contractual and noncontractual, salaried and non-salaried, who may suffer a loss in pay due to an emergency closure, serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen;

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of North East Independent School District authorizes continued wage payments to all employees, contractual and noncontractual, salaried and non-salaried, who are instructed not to report to work during an emergency closure due to inclement weather, unless the workdays are scheduled to be made up at a later date.

The authority granted by this resolution to continue wage payments for up to five (5) to employees covers the closure caused by a forecast or occurrence of inclement weather that may occur during the 2024-2025 school year.

PASSED, APPROVED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE NORTH EAST INDEPENDENT SCHOOL DISTRICT, this 13th day of January, 2025.

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the North East Independent School District during a properly noticed and scheduled meeting held on January 13, 2025. A quorum of the Board of Trustees being then present, it was duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: 7


Nays: 0

Abstentions: 0

To certify which, witness my hand and the official seal of the District this 13th day of January 2025.

President, Board of Trustees

NORTH EAST INDEPENDENT SCHOOL DISTRICT

By: 

David Beyer, President, Board of Trustees



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: January 13, 2025

Presenter: Anthony Jarrett
Chief Instructional Officer

Subject: HB 3 Board Goals 2025-2029

Related Page(s): None

ACTION ITEM

BACKGROUND INFORMATION

House Bill 3 (HB 3) amends Texas Education Code (TEC) to add Sec. 11.185 and 11.186 to include plans that target early childhood (EC) literacy and math proficiency and college, career, and military readiness (CCMR). Under HB 3, school boards are required to adopt plans in early childhood literacy and math, as well as college, career, and military readiness. All plans are required to include:

- at least one assigned district-level administrator to coordinate implementation and submit annual report to the board on the district’s progress;
- an annual review by the board at a public meeting;
- an annual report posted on district and campus websites; and
- specific, quantifiable, annual goals for five years at each campus.

Early childhood plans are required to include:

- annual goals for aggregate student growth on 3rd grade math and reading STAAR;
- annual targets for students in each group evaluated under closing the gaps domain;
- targeted professional development for classroom teachers in kindergarten through 3rd grade for campuses that the board identifies as not meeting the plan’s goals and that considers the unique needs of students in bilingual education or special language programs.
- annual targets that may be set for students in bilingual or ESL programs.

College, career, and military readiness plans are required to include:

- annual goals for aggregate student growth on CCMR readiness indicators evaluated under the student achievement domain; and
- annual targets for students in each group evaluated under closing the gaps domain

Specific and Quantifiable Goals

Annual targets must be included for each goal in addition to the five-year deadline target. It is recommended that school boards adopt progress measures to create alignment between district outcome goals and the board-adopted plans.

ADMINISTRATIVE RECOMMENDATION

Administrative staff recommends that the Board of Trustees approve the House Bill 3 (HB 3) NEISD goals for the 2024-2025 school year as presented.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: January 13, 2025

Presenter: Deborah Caldwell
Chief Operations Officer

Subject: Hidden Forest Turf Field Project

Related Page(s): Interlocal Funding
Agreement

ACTION ITEM

BACKGROUND INFORMATION

In November 2022, City Council District 9 began soliciting community input for its participatory budgeting process. Residents were asked to submit project ideas for possible funding in the City of San Antonio’s budget. A community member submitted a project to install artificial turf at the Hidden Forest Elementary playground area/SPARK (community space project between North East ISD, City of San Antonio and San Antonio Sports) in the area inside the walking track, commonly referred to as the soccer field.

The project made it to a City Council District 9 ballot for community voting in Spring 2023 and received enough votes to earn funding. Soil testing was conducted in Fall 2023 and paid by the City of San Antonio to determine the site preparation that would be needed to appropriately install the turf product. The results of the soil test indicated that more site preparation will be needed than was originally budgeted; therefore, City of San Antonio staff began researching additional budgeted funds that could be used toward the project.

ADMINISTRATIVE CONSIDERATION

NEISD is home to 14 SPARK locations, which were developed in collaboration with the City of San Antonio and San Antonio Sports to extend existing public school playgrounds into public parks. Enhancements were made to the SPARK sites through a combination of outside funding and district funding. Additional funds were not allocated for ongoing maintenance associated with community use.

An Interlocal Funding Agreement between the City of San Antonio and North East ISD will need to be agreed upon and signed for the Hidden Forest Turf Field Project to move forward. There are currently no proposals for turf field projects at the other 13 SPARK locations or any other elementary school. Maintenance of a turf field and replacement of it at the end of its lifespan (approximately 10 years) will be the responsibility of NEISD.

BUDGETARY CONSIDERATION

The City of San Antonio has identified \$210,000 in the FY 2023 and FY 2024 City of San Antonio Annual Budgets to cover the costs of excavation, site preparation and turf installation. Additional funding will be needed to purchase appropriate maintenance equipment to maintain the turf field at Hidden Forest Elementary. The potential cost of equipment is estimated to be \$4,000. Additionally, there are annual cleaning and testing costs estimated to be \$7,425.

BOARD ACTION REQUIRED

Approval/Disapproval

STATE OF TEXAS § **INTERLOCAL FUNDING AGREEMENT**
§ **BETWEEN THE CITY OF SAN ANTONIO**
§ **AND NORTH EAST INDEPENDENT**
COUNTY OF BEXAR § **SCHOOL DISTRICT**

This Interlocal Funding Agreement (“Funding 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 **North East Independent School District** (hereinafter referred to as "Grantee" or “District”), a Texas independent school district and political subdivision of the state of Texas, acting by and through its Board of Trustees, hereto duly authorized.

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code authorizes interlocal agreements between local governmental entities such as Cities, Counties and political subdivisions to perform governmental functions and services, including construction or improvements in which the contracting entities are mutually interested and which serve the public interests of both parties;

WHEREAS, the Parties have identified certain common, legitimate public purposes in entering into this Agreement

WHEREAS, the governing bodies of the District and the City have each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement;

WHEREAS, North East Independent School District is overseeing improvements at Hidden Forest Elementary located at 802 Silver Spruce, San Antonio, Texas 78232 which includes design and installation of artificial turf within the boundaries of the school’s existing running track; and

WHEREAS, the FY 2023 and FY 2024 City of San Antonio Annual Budgets allocated funds towards District 9 Infrastructure Improvements of which \$210,000.00 is to be used towards Grantee’s project in accordance with all applicable laws of public funding and the authorizing instruments for the public funding; and

WHEREAS, the funding will be used to accomplish the public purpose of installing artificial turf which includes site preparation for the intended use as a soccer field and other sports;

NOW THEREFORE, the City and Grantee (collectively the “Parties”), severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

1.01 This Agreement shall commence on the later of (a) the effective date of the Authorizing Ordinance or (b) the later of the signatures of the two Parties. The Term shall expire

upon the earlier to occur of: (a) final payment by the City of all funding under this Agreement, or (b) termination of this Agreement as otherwise provided herein. The Director of Public Works may administratively approve extension of the agreement term up to an additional year if deemed necessary by City.

II. GENERAL RESPONSIBILITIES OF THE PARTIES

2.01 Provided Grantee receives the funding described in Section V of this Agreement, and subject to the other terms and conditions of this Agreement, including, but not limited to, force majeure provisions, Grantee hereby agrees to provide or cause to be provided design and installation of artificial turf and complete the Project by _____, as described in this Agreement which includes soil testing, site preparation of the subgrade, installation of play surfacing, Kid Play with Envirofill & T-Cool.

2.02 The current budget estimates of the Project are approximately \$210,000.00. Grantee shall provide all necessary funding for the Project beyond the City's commitment of \$210,000.00. In the event that the scope of the Project is adjusted downward, the City shall have the option of adjusting its commitment downward accordingly. Grantee assumes responsibility for any costs over the estimated amount of the Project. City is not responsible for any costs over the estimated amount of the Project.

2.03 Unless written notification by Grantee to the contrary is received and approved by City, Grantee's Interim Executive Director of Construction Management & Engineering shall be Grantee's Designated Representative responsible for the management of this Funding Agreement and the point of contact for City on all matters regarding this Funding Agreement. Should Grantee wish to designate another individual for the management of this Funding Agreement and serving as the point of contact, it may do so by providing City with written notice of such individual.

2.04 The Director of the Public Works Department or designee shall be responsible for the administration of this Agreement on behalf of the City until the completion of the City funded portion of the Project.

2.05 Communications between City and Grantee shall be directed to the designated representatives of each as set forth in Sections numbered 2.03 and 2.04 hereinabove.

2.06 Grantee shall provide to City a Scope for the Project, including a project budget and timeline ("Scope"), which shall be attached and incorporated into this Funding Agreement as **Exhibit A**.

2.07 Grantee shall provide to City its Plans and Specifications and its construction schedule, (collectively "Plans") and such Plans and Specifications shall be subject to the review and approval of City, acting in its capacity as grantor under this Funding Agreement. After approval by City, the Plans shall be attached and incorporated into this Funding Agreement as **Exhibit B** and Grantee shall not make any substantial changes to the Plans without the prior written approval of City. The approvals given in this Section do not relieve Grantee of the burden of obtaining all necessary governmental approvals, including those provided by City through its relevant development departments and relevant boards and commissions and those that may be required from the State of Texas, including not limited to compliance with the Texas Accessibility

Standards. Nor does City's approval of the Plans release Grantee of the responsibility for the correction of Grantee's mistakes, errors or omissions contained in the Plans, including any mistakes, errors or omissions which may be the result of circumstances unforeseen at the time the Plans were developed or approved.

2.08 Grantee shall provide to City a construction budget ("Budget") for the Project, which shall be attached and incorporated into this Funding Agreement as **Exhibit C**, illustrating where City Funds are to be utilized in accordance with this agreement, as well as illustrating all funding for the entire Project, which will be attached hereto as part of **Exhibit C**.

2.09 City shall, with reasonable notice to Grantee and in compliance with any applicable security protocols of the Grantee, have authority to inspect the Project throughout the construction process to ensure compliance with the Scope and Plans and to request copies of construction inspections performed by Grantee and third parties. Grantee shall cause its design professional to provide periodic certifications of construction certifying that construction has been conducted in compliance with the Plans. Grantee shall submit said certification to the Director of PW or designee at the completion of the Project construction. Grantee shall notify City and City shall have the right to attend all scheduled construction meetings. Grantee shall provide City with a copy of the Certificate of Occupancy upon completion of the Project.

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.01 Grantee warrants and represents that it will comply with all applicable Federal, State and Local laws and regulations and will use reasonable efforts to ensure said compliance by any and all contractors and subcontractors that may work on the Project, including inclusion of appropriate provisions in its Owner-Contractor Agreement and requiring flow down provisions in subcontractor and material supplier agreements.

3.02 The contract for construction of the Project, will be procured by Grantee in accordance with the requirements of Texas Education Code, Chapter 44, Subchapter B and Chapter 2269 of the Texas Government Code, assure an open competitive contracting process, advertised to the public in a legal and appropriate manner, and shall enter a contract for Construction with a Contractor in accordance with the statutory requirements and the provisions of this Agreement. The agreement between the District and the Contractor shall be in form mutually agreeable between the District and the City in accordance with the provisions of this Agreement. This Section 3.02 shall survive the termination of this Agreement.

3.03 Plans and Specifications must conform to Americans with Disabilities Act requirements and must be approved by the Texas Department of Licensing and Regulation before construction may begin. Inspections and final approval shall be the responsibility of Grantee.

3.04 Prevailing Wage Rate and Labor Standards

3.04.1 The requirements of Chapter 2258 of the Texas Government Code, entitled "Prevailing Wage Rates," shall apply to the portion of the Project that is being funded with City Funds. Grantee agrees that its construction contractor will comply with City Ordinance No. 71312 and its successors such as Ordinance No. 2008-11-20-1045 and will require subcontractors to comply with City Ordinance 71312 and its successors such as

Ordinance No. 2008-11-20-1045 for that portion of the project being funded with City Funds and shall not accept affidavits.

3.04.4 The Parties acknowledge that Chapter 2258 of the Texas Government Code, entitled "Prevailing Wage Rates," is also applicable to the Grantee. Any phases or portions of the Project paid from Grantee's Funds, shall be governed solely by the provisions of Chapter 2258, and shall not be subject to the more restrictive requirements of City Ordinance No. 2008-11-20-1045 and the City's Program.

3.05 Environmental - Construction shall be in accordance with all Federal, State, and local environmental requirements including all City applicable construction and development regulations.

3.06 RESERVED

3.07 The Parties agree to comply with the applicable restrictions from Texas Government Code Chapters 2252, 2270, and 2271 prohibiting City from contracting with a company that engages in business with Iran, Sudan, or a designated Foreign Terrorist Organization; boycotts Israel; boycotts firearm entities or firearm trade associations; or boycotts energy companies. By signing this Agreement, each party hereby verifies they have reviewed the applicable state law restrictions, and warranties compliance with the certification requirements from Texas Government Code §2270.002 and §2274.002, if applicable. The Parties each hereby rely on the other Party's verification. If found to be false, this agreement may be terminated for material breach.

IV. OWNERSHIP, USE AND OPERATIONS OF FACILITY

4.01 Grantee acknowledges and agrees installation of the artificial turf with City funds in accordance with this Agreement will be Grantee's property, and Grantee shall be responsible for all future maintenance, repair, or replacement of the turf funded by City.

4.02 [RESERVED]

V. FUNDING AND ASSISTANCE BY CITY

5.01 City shall reimburse Grantee for all eligible expenses incurred hereunder. Notwithstanding any other provisions of this Agreement, the total of all payments and other obligations made or incurred by City hereunder shall not exceed the sum of \$210,000.00

5.02 City shall not be obligated nor liable under this Agreement to any party, other than Grantee and Public Works ("PW"), for payment of any monies or provision of any goods or services.

5.03 Funding shall consist of reimbursements paid to Grantee for construction cost of the Project, not to exceed \$210,000.00 . The City funding provided under this Funding Agreement may only be used for the portions of the Project which are dedicated to public use/public purpose. No City funds may be used for Grantee's personal office space or other non-public aspects of the Project

**VI. RECEIPT, DISBURSEMENT AND ACCOUNT
OF CONSTRUCTION FUNDS BY GRANTEE**

6.01 Grantee agrees to maintain readily identifiable records that shall provide accurate, current, separate, and complete disclosure of the status of any City Funds received pursuant to this Agreement. Grantee further agrees:

- (A) That maintenance of said records shall be in compliance with all terms, provisions, and requirements of this Agreement and maintained in accordance with generally accepted accounting practices; and
- (B) That Grantee's record system shall contain sufficient documentation to provide, in detail, full support and justification for each expenditure.

6.02 Grantee agrees to retain all books, records, documents, reports, written accounting policies and procedures and all other relevant materials (hereinafter "records") pertaining to activities funded by City Funds under this Agreement, including a detailed accounting of the expenditure of amounts received from the City hereunder, for not less than four (4) years from the completion of the Project.

6.03 City shall reimburse Grantee on a monthly basis upon receipt and approval of an invoice through the City's Project Reporting Information Management Exchange Link (COSA *PRIMElink*) within thirty (30) days after receipt of an approved invoice.

6.04 All requests for reimbursement shall be submitted through the COSA *PRIMElink*. Grantee shall sign a Business Level Agreement and ensure that all of its employees or representatives utilizing *PRIMElink* sign and comply with an Individual User Agreement. Such requests for reimbursement shall be completed on *PRIMElink* or utilizing forms and instructions approved by the Public Works Department. Prior to the initial request for reimbursement, Grantee must submit a schedule of values for payment to be approved by the Public Works Department, which approval shall not be unreasonably withheld, conditioned, or delayed. Any changes to the schedule of values once approved shall be processed and approved as task orders through the portal.

6.05 Prior to reimbursement, City shall, with reasonable advance notice to Grantee and in compliance with any applicable security protocols of Grantee, have the right to inspect work completed to ensure conformance with the approved Plans. Invoices should include supporting documentation sufficient to verify the amounts incurred were for construction of the public improvements and that the amounts being invoiced match the amounts being paid.

6.06 City agrees to provide Grantee written notice regarding any expenditure for which Grantee has requested reimbursement under this Agreement which the City reasonably determines to be outside the permissible parameters of this Agreement. Said notice shall provide Grantee thirty (30) days from receipt of said notice to cure the deficiency or refund to the City any sum of money paid by City to Grantee determined to:

- (A) Have not been spent by Grantee strictly in accordance with the terms of this Agreement; or

(B) Not be supported by adequate documentation to fully justify the expenditure.

6.07 Upon termination of this Agreement, should any expense or charge be subsequently disallowed or disapproved using the same criteria as set out in this Section VI as a result of any auditing or monitoring by City, Grantee shall refund such amount to City within thirty (30) working days of City's written request wherein the amount disallowed or disapproved and documentation of the reasons for disallowance shall be specified.

VII. ALLOWABLE CONSTRUCTION EXPENDITURES

7.01 Upon preparation of Plans and Budget by Grantee, Grantee shall submit said budget to City in accordance with Section II for approval of any costs to be paid from funds received hereunder. Costs shall be considered allowable only if so approved in Grantee's construction budget, or otherwise approved in advance by City in writing, and incurred directly and specifically in the performance of and in compliance with this Agreement and with all applicable city, state, and federal laws, regulations, and ordinances affecting Grantee's operations hereunder. All funds paid by City under this Agreement shall be for the permanent public improvements described herein. Only the following categories of costs shall be considered allowable:

- Construction contract and change orders
- Construction contingencies
- Architectural/Engineering Design Contract and Amendments

Expenditures of the funds provided under this Agreement shall only be allowed if incurred directly and specifically in the performance of and in compliance with the terms of this Agreement and all applicable city, state and federal laws, regulations and/or ordinances.

7.02 The following shall not be considered allowable costs under this Agreement:

- Personnel costs, salaries or wages paid directly by Grantee or an affiliated organization of Grantee
- Travel and travel-related expenses
- Costs or fees for consultant and/or professional services, except for those directly related to the Project (including but not limited to costs and fees of the Architect)
- Costs or fees associated with attendance of Grantee at meetings, seminars, or conferences
- Costs or fees associated with regular maintenance and operation of Grantee
- Fundraising
- Equipment and Furnishings, except for items of a capital nature which are being provided by Grantee's general contractor and shown on the approved Plans and specifically approved by City.
- Advertising

7.03 Written requests for prior approval shall be Grantee's responsibility and shall be made thirty (30) days from date necessary to permit a thorough review by City. Procurements and/or purchases which must be approved pursuant to the terms of this Agreement shall be conducted entirely in accordance with all applicable terms, provisions and requirements hereof.

VIII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

8.01 Grantee further represents and warrants that:

(A) All information, data or report heretofore or hereafter provided to City is, shall be, and shall remain complete and accurate in all material respects as of the date shown on the information, data, or report, and that since said date shown, shall not have undergone any significant change without written notice to City.

(B) It is financially stable and capable of fulfilling and possesses internally or will outsource duties to acquire the sophistication to fulfill its obligations under this Agreement and that Grantee shall provide City immediate written notice of any adverse material change in the financial condition of Grantee that may materially and adversely affect its obligations hereunder.

(C) No litigation or proceedings are presently pending or, to Grantee's knowledge, threatened against Grantee that relate to the Project or would prevent Grantee from entering this Agreement with the City.

(D) None of the provisions contained herein contravene or in any way conflict with the authority under which Grantee is doing business or with the provisions of any existing indenture or agreement of Grantee.

IX. ACCESSIBILITY OF RECORDS

9.01 At any time during normal business hours and as often as City or Grantee may deem necessary, upon three business days (3) days during which the District administration offices are open for business, written notice from the other, City or Grantee shall make all requested records pertaining to this Agreement available to the other or any of its authorized representatives, and shall permit the City, the Grantee, as applicable, or any of their respective authorized representatives to audit, examine, and make excerpts and/or copies of same. Any City personnel or representative coming to any of Grantee's facilities will be required to submit to applicable visitor security protocols maintained by Grantee.

9.02 Grantee and the City agree and represents that they shall cooperate with one another, at no charge to the other, to satisfy, to the extent required by law, any and all requests for information received by either under the Texas Public Information Act or related laws applicable to and pertaining to this Agreement.

X. MONITORING AND EVALUATION

10.01 Grantee agrees that City may carry out reasonable monitoring and evaluation activities so as to ensure compliance by Grantee with this Agreement, and Grantee shall provide

reasonable access to City related to such activities, subject to any of Grantee's security protocols applicable to visitors to Grantee's facilities.

XI. FINANCIAL RESPONSIBILITY

11.01 THE PARTIES EACH, AS TEXAS LOCAL GOVERNMENTAL UNITS, TO THE EXTENT PROVIDED BY LAW, SHALL BE RESPONSIBLE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION AGAINST THEM ARISING IN FAVOR OF ANY PERSON BECAUSE OF PERSONAL INJURIES, DEATH OR DAMAGE TO PROPERTY OCCURRING, GROWING OUT OF, OR INCIDENT TO, RELATED TO OR RESULTING DIRECTLY OR INDIRECTLY FROM THE OCCURRENCE OF ACTIVITIES OR OMISSIONS OF ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, CAUSED BY THE NEGLIGENCE OF THEM AND/OR THEIR RESPECTIVE EMPLOYEES. NOTHING HEREIN CONTAINED SHALL BE INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY OR ANY OTHER LEGAL DEFENSE BY EITHER PARTY EXCEPT TO THE EXTENT PROVIDED BY LAW REGARDING CONTRACTING POWERS OF LOCAL GOVERNMENTAL UNITS.

XII. INSURANCE & BONDS DURING CONSTRUCTION

12.01 With respect to NEISD, it is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the State who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment. With respect to public school districts like NEISD, Chapter 101 of the Civil Practice and Remedies Code limits such liability to only those injuries caused by the use or operation of a motor vehicle. Liability of the state government under this chapter is limited to money damages in a maximum amount of \$250,000.00 for each person and \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Employees of the NEISD are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

NEISD and the City acknowledge they are an agency and a political subdivisions, respectively, of the State of Texas and are subject to the comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, §101.001 et seq. and its remedies regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

NEISD shall each maintain a commercial insurance or a self-insurance fund for liability claims and causes of action to meet their statutory obligations for their employees' acts, negligence and/or malpractice, as dictated by applicable law.

12.02 Grantee shall ensure that its general contractor complies with Texas Government Code Chapter 2253 provisions regarding performance and payment bonds on certain Public Works contracts (copies of required bonds must be provided to City prior to the start of construction).

XVIII. NONDISCRIMINATION

13.01 As a party to this contract, Grantee understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

XIV. CONFLICT OF INTEREST

14.01 Grantee covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Grantee further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

14.02 Grantee further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

14.03 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement shall:

- (A) Participate in any decision relating to this Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest;
- (B) Have any direct or indirect interest in this Agreement or the proceeds thereof.

XV. POLITICAL ACTIVITY

15.01 None of the activities performed hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office, ballot measure/referendum, or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

XVI. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

16.01 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by Grantee, shall, upon receipt, become the property of City (provided that the Grantee shall be entitled to maintain copies of all of the foregoing materials).

XVII. CONTRACTING

17.01 Any work or services contracted hereunder shall be contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by contractors with this Agreement shall be the responsibility of Grantee. Grantee is responsible to ensure that all local, state and federal permits and approvals required for the activities under this Agreement are obtained.

17.02 City shall in no event be obligated to any third party, including any sub-contractor of Grantee, for performance of or payment for work or services.

XVIII. CHANGES AND AMENDMENTS

18.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by both City and Grantee under authority granted by formal action of the Parties' respective governing bodies.

18.02 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 any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

XIX. ASSIGNMENTS

19.01 Neither party shall transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of the other, which approval shall not be unreasonably withheld or delayed. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XX. SEVERABILITY OF PROVISIONS

20.01 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, 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; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXI. NON-WAIVER OF PERFORMANCE

21.01 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to ~~to~~ exercise any option herein contained, shall in no

event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

21.02 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

21.03 No representative or agent of City may waive the effect of the provisions of this Article without formal action from the City Council. Similarly, no representative or agent of Grantee may waive the effect of the provisions of this Article without formal action from Grantee's governing body.

XXII. ENTIRE AGREEMENT

22.01 This Agreement, including Exhibits herein referenced and attached hereto, 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.

XXIII. NOTICES

23.01 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and sent by email or by First Class U.S. registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Razi Hosseini, P.E., R.P.L.S.
Director/City Engineer,
Public Works Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
razi.hosseini@sanantonio.gov

And

Grantee: Dr. Sean Maika
Superintendent of Schools
North East Independent School District
8961 Tesoro Drive
San Antonio, Texas 78217

With Copy to: North East Independent School District
Attn: Mr. Jorge Cabello
Executive Director
Construction Management & Engineering

jcabel@neisd.net

All email notices given pursuant to this Agreement shall be presumed effective upon receipt, provided that a receipt of confirmation is obtained and retained by sender. E-mail sent without receipt confirmation shall be subject to a rebuttable presumption that it was indeed received.

Notice of change of address and parties to whose attention notices shall be directed by either Party must be made in writing to the other Party's most recent notice address within five (5) business days of such change.

XXIV. PARTIES BOUND

24.01 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

XXV. RELATIONSHIP OF PARTIES

25.01 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 the Parties hereto.

XXVI. TEXAS LAW TO APPLY

26.01 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.

XXVII. PLURALS AND GENDER

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

XXVIII. CAPTIONS

28.01 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.

XXIX. DEFAULT AND TERMINATION

29.01 Termination Following Default. In the event either Party materially breaches or fails to perform any covenant or condition which it is required to observe and to perform under this Agreement that Party shall be deemed to be in default under this Agreement. In such event, the defaulting Party shall have an opportunity to cure such default of not fewer than thirty (30) days following written notice received from the Party asserting such default. In the event of such default, the Party asserting a default shall deliver a written notice to the defaulting Party specifying the nature of the default, setting out in detail what actions must be taken to cure such default, and the deadline for the cure of the default. In the event that the defaulting Party fails to cure its default,

the non-defaulting Party shall have the right to: a) perform the obligation of the other and seek reimbursement; b) terminate this Agreement effective upon the defaulting Party's receipt of notice thereof; and/or (c) pursue any other remedy, at law or in equity, to which the non-defaulting Party may be entitled. The provisions of this Section 29.01 shall survive the termination of this Agreement.

29.02 Alternative Dispute Resolution. The Parties agree that any dispute arising out of this Agreement shall be submitted in good faith to mediation as a condition precedent to filing suit. Request for mediation shall be in writing and shall request that the mediation commence not less than thirty (30) days or more than ninety (90) days following the date of the request, except upon agreement of both parties. In the event the Parties are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent to filing suit in this article shall be deemed to have occurred.

XXX. LEGAL AUTHORITY

30.01 Grantee represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

30.02 The signer of this Agreement for Grantee represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Grantee and to bind Grantee to all terms, performances and provisions herein contained.

XXXI. FORCE MAJEURE

31.01 If City or Grantee is delayed or prevented from performing any of their respective obligations under this Agreement by reason of strike, labor troubles, or any cause whatsoever beyond such party's reasonable control, the period of such delay or prevention shall be deemed added to the time herein provided for the performance of any such obligation by the delayed party.

XXXII. CONDITIONS TO AGREEMENT

32.01 This Agreement and all obligations of the parties hereunder are expressly made conditioned on the mutual final agreement to the terms and conditions of this Funding Agreement.

32.02 Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

XXXIII. NO THIRD-PARTY BENEFICIARIES

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

XXXIV. NO WAIVER OF IMMUNITY

34.01 No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained there.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the ____ day of _____, 2025

CITY OF SAN ANTONIO

By: _____
Razi Hosseini, P.E., R.P.L.S
Director, Public Works Department

NORTH EAST INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Sean Maika, Superintendent of Schools

APPROVED AS TO FORM:

CITY ATTORNEY

ATTORNEY FOR GRANTEE

- Exhibit A – Project Scope and Schedule**
- Exhibit B – Plans**
- Exhibit C – Project Budget**

**EXHIBIT A
PROJECT SCOPE**

Exhibit B – Plans

Exhibit C
Estimated Project Budget



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: January 13, 2025

Presenter: Dan Villarreal
Valerie Rueda, Executive Director
Procurement & eCommerce

Subject: \$50,000 Purchases

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

Texas Education Code §44.031 requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code providing the best value for the district. Board Policy CH (LOCAL) states, "The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services costing \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place."

ADMINISTRATIVE CONSIDERATION

The purpose of this consent item is to ask for Board authorization to expend funds for previously approved budgeted expenditures for 2024-2025, which meet or exceed \$50,000 from the attached listed vendors. The attachment reflects categories of purchases, vendor names, descriptions of goods or services and estimated 2024-2025 expenditures. These purchases comply with applicable bid laws. The attachment includes estimated aggregate expenditures exceeding \$50,000 during the school year.

By approving this consent item, each approved budgeted item will not have to be presented again, saving considerable time and resources.

BUDGETARY CONSIDERATION

The estimated expenditure amounts are budgeted in various District accounts which were approved at the Board of Trustees meeting on June 17, 2024. Funds being expended include general funds, bond funds, grant funds, special revenue funds, internal service funds and enterprise funds.

ADMINISTRATIVE RECOMMENDATION

The Superintendent recommends the Department of Procurement & eCommerce be authorized to expend funds listed in the attachment for fiscal year 2024-2025.

BOARD ACTION REQUIRED

Approval/Disapproval

ATTACHMENT
BUDGETED PURCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE
NEISD BOARD MEETING
JANUARY 13, 2025

Category	Vendor(s) Name	Description of Goods/Services	Estimated Expenditures 2024-2025	Bid Compliance	Notes
School Administration	E3 Alliance	Grant received by Wood MS and Ridgeview ES for professional development	\$200,000	Region 19 Co-op	Purchase over \$50,000 requires Board approval.
Textbooks	BrainPop	BrainPop Subscription	\$131,700	70-23	Purchase over \$50,000 requires Board approval.



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: January 13, 2025

Presenter: Deborah Caldwell
Chief Operations Officer,
Jorge Cabello, Executive
Director, Construction
Management and
Engineering

Subject: Reagan High School HVAC Chiller
Replacement Project Bid Delivery Method
And Procurement of Chiller Units

Related Page(s): None

CONSENT ITEM

BACKGROUND INFORMATION

The Reagan High School HVAC Chiller Replacement Project will provide new energy-efficient air-cooled chillers and accessorial mechanical equipment to replace the original central plant HVAC chiller system. The existing air-cooled chillers are the original equipment that was installed and been utilized since the school was constructed and occupied in 1999/2000. The life expectancy of central plant systems is typically 12-15 years for an air-cooled chiller. Additionally, replacement of the original chiller/water pumps, filter feeders, expansion tanks, and other associated electrical and mechanical equipment will be incorporated into this project to improve the operation of the campus central energy plant.

ADMINISTRATIVE CONSIDERATION

This is an approved Maintenance & Operations service requirement. The Regan High School Central Energy Plant is a large capital investment and must be properly maintained and operated in order to improve the overall efficiency and performance of the campus' central energy plant.

BUDGETARY CONSIDERATION

The 2015 Bond Program has \$2,500,000. in unencumbered funds from interest earned and contingency fund balance available to fund this project.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees: (1) authorize the use of the "Design-Build" Project Delivery Method and issuance of a Request for Qualifications (RFQ) for the selection of the "Design/Build" Contractor, and (2) approve the use of the TASB BuyBoard Purchasing Cooperative Agreement to purchase the long-lead HVAC chiller units and accessorial mechanical equipment for this project.

BOARD ACTION REQUIRED

Approval/Disapproval