ALAMO COLLEGES DISTRICT

REGULAR BOARD MEETING OF THE BOARD OF TRUSTEES

TUESDAY, JANUARY 26, 2021
6:00 PM

Via video/teleconference pursuant to the Open Meetings Act procedures announced by Governor Abbot

Notice is hereby given that the Board of Trustees of the Alamo Community College District will conduct a Regular Board Meeting of the Board via Telephonic and Video Conference on Tuesday, January 26, 2021. The Board meeting will convene in open session at 6:00 PM.

NOTICE CONCERNING PUBLIC ACCESS

As permitted by the Texas Governor's declaration on March 16, 2020, governmental bodies may conduct meetings by telephone or video conference to advance the public health goal of limiting face-to-face meetings. The Board's Meeting on January 26, 2021 will be accessible to the public and allow the public to participate via telephone and video audio conference. Any member of the public may participate in the Regular Board Meeting by clicking the link https://alamo.zoom.us/j/91941297873 or by calling telephone number 1-346-248-7799, and entering Meeting ID: **919 4129 7873** when prompted**.** Additionally, the Board members, Chancellor, participating staff and attorneys will participate by video conference to facilitate the roll call, quorum, and any executive session. The Regular Board Meeting will not be conducted from any physical location of the College District.

An electronic copy of the agenda packet that the Board will consider is posted at https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000015. The meeting will be recorded and available to the public after the meeting.

This Regular Board Meeting of the Board of Trustees, being held for the reasons listed below, is authorized in accordance with the Texas Government Code, §§ 551.001 - 551.146. Verification of Notice of Meeting and Agenda are on file in the Office of the Chancellor. Executive Session, if required, is authorized by Chapter 551 and will be conducted prior to the conclusion of the meeting. If it is decided during the course of the meeting that discussion of any item listed on the agenda should be held in Executive Session, the Board will convene in Executive Session in accordance with Tex. Govt. Code §§ 551.071 - 551.087. In order to vote on items discussed in Executive Session, the Board of Trustees must take action in the open portion of the meeting on items discussed in the Executive Session. The Board will consider, discuss, and take appropriate action regarding the following items:

AGENDA

1. **CALL TO ORDER**
2. **CERTIFICATION AND POSTING**
3. **ROLL CALL**
4. **PLEDGE OF ALLEGIANCE**
5. **INVOCATION**
   Ms. Judah Leggett, Northeast Lakeview College

6. **MEMORIALS** **6**

7. **ELECTION OF BOARD OFFICERS**

8. **CITIZENS TO BE HEARD**

A. Registration: A Citizen to be Heard is required to email Sandra Torres, Board Liaison, at storres304@alamo.edu by 5:00 pm on January 26, 2021 to register to speak by providing his/her name, the name of the organization if speaking on behalf of an organization, and the agenda item number as to which the Citizen will speak. Staff will contact the citizen to ensure they are able to participate via the zoom link and telephone number provided on the agenda. Individuals will have a three-minute time period. State law limits Trustee response to public comments.

9. **RECOGNITIONS**

A. Alamo Colleges District Empoyee of the Month: Alyssa Forey, Palo Alto College 7
Presenter: Dr. Robert Garza

B. Palo Alto College Recipient of $20M gift from Author and Philanthropist MacKenzie Scott 8
Presenter: Dr. Robert Garza

C. Acknowledgment of Contributors to 2020 Election Process 10
Presenter: Roxella T. Cavazos

10. **CHANCELLOR'S REPORT**

A. Presidents' Update on Student Success Initiatives

B. Four Disciplines of Execution (4DX) Report & Wildly Important Goal Presentation: Northeast Lakeview College 13
Presenter: Will Fanning, John Jacobs and Tammy Perez

C. Program Highlights: Women Leaders of Northeast Lakeview College 25
Presenter: Dr.Chantae Recasner, Talia Christian, Ariana Hayward, Kayla Thai, Catherine Roca and Meaghan Setterbro

D. New Advertising Campaign Update 34
Presenter: Kristi Wyatt

E. Executive Faculty Council Report 45
Presenter: Cindy Katz

F. Executive Staff Senate 51
Presenter: Destiny C. Harper-Lane

11. **STUDENT SUCCESS COMMITTEE, *Clint Kingsbery, Chair***

A. Response to COVID-19 Response Update 58
Presenter: Kristi Wyatt and Shayne A. West

12. **LEGISLATIVE COMMITTEE, *Joe Alderete, Jr., Chair***

A. Legislative Report 80
Presenter: Joe Alderete

13. **POLICY AND LONG-RANGE PLANNING COMMITTEE, *Joe Alderete, Jr., Chair***

A. Discussion and Possible Action on Approval of Revision of E.2.1 (Policy) Accreditation and Substantive Change 82
Presenter: Laura Sanchez and Linda Boyer-Owens

14. **AUDIT, BUDGET AND FINANCE COMMITTEE, *Roberto Zarate, Chair***

A. Discussion and Possible Action by the Board of Trustees for Consideration and Approval of a Resolution Authorizing the issuance of Obligations Designated as “Alamo Community College District Maintenance Tax Refunding Bonds, Series 2021”; Levying a Continuing Direct Ad Valorem Tax, within the Limitations Prescribed by Law, for the Payment of the Bonds; Providing the Terms and Conditions of Said Obligations, and Resolving other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Obligations, Including the Approval and Distribution of an Official Statement Pertaining Thereto; Authorizing the Execution of a Paying Agent/Registrar Agreement and a Purchase 86

Contract; Complying with the Letter of Representations on File with the Depository Trust Company; Delegating the Authority to Certain Members of the Board of Trustees and District Staff to Execute Certain Documents Relating to the Sale of the Bonds; and Providing an Effective Date
Presenter: Dr. Diane Snyder

B. Discussion and Possible Action by the Board of Trustees for Consideration and Approval of a Resolution Authorizing the Issuance of Obligations Designated as "Alamo Community College District Limited Tax Bonds, Series 2021"; Levying a Continuing Direct Annual Ad Valorem Tax, within the Limitations Prescribed by Law, for the Payment of the Bonds; Providing the Terms and Conditions of Said Obligations, and Resolving their Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Obligations, Including the Approval and Distribution of an Official Statement Pertaining Thereto; Authorizing the Execution of a Paying Agent/Registrar Agreement and a Purchase Contract, Complying with the Letter of Representations on File with Depository Trust Company; Delegating the Authority to Certain Members of the Board of Trustees and District Staff to Execute Certain Documents Relating to the Sale of the Bonds; and Providing an Effective Date 152
Presenter: Dr. Diane Snyder

C. Discussion and Possible Action for the Purchase of Student Intake and Eligibility Support Services 200
Presenter: Dr. Diane Snyder and Xavier Urrutia

D. Discussion and Possible Action for the Purchase of Job Skills Training Curriculum and Materials 203
Presenter: Dr. Diane Snyder and Xavier Urrutia

E. Discussion and Possible Action on the Contract Renewal Providing for the Purchase of the CANVAS Learning Management System Software Maintenance and Support 205
Presenter: Dr. Diane Snyder and Dr. Tom Cleary

F. PRESENTATION: Internal Audit Quarterly Update 208
Presenter: Frank Cortez

G. Discussion and Possible Action on the Annual Review of the Internal Audit Charter 252
Presenter: Frank Cortez

H. Discussion and Possible Action on the Annual Review of the Audit Committee Charter 263
Presenter: Frank Cortez

I. Discussion and Possible Action on the Audit Services Policy C.1.2 and the Internal Audit Protocol C.1.2.1. 272
Presenter: Frank Cortez

15. **BUILDING, GROUNDS AND SITES SELECTION COMMITTEE, *Joe Alderete, Jr.***

A. Discussion and Possible Action for the Purchase of Construction Services for Renovation of the Eastside Education & Training Center (EETC) for the Alamo Colleges District 281
Presenter: Dr. Diane Snyder and Dr. Sammi Morrill

B. Discussion and Possible Action on Guaranteed Maximum Price for Alamo Colleges District – Southside Education and Training Center Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with Thomas S. Byrne dba Byrne Construction Services (CSP 18C-005) 310
Presenter: Lacy Hampton

C. Discussion and Possible Action on Guaranteed Maximum Price for Alamo Colleges District – Palo Alto College (PAC) Physical Plant Improvements Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with Bartlett Cocke General Contractors (CSP 18C-005) 344

Presenter: Lacy Hampton
D. Discussion and Possible Action on Amending a Contract with Columbia Contracting Corporation 350
Providing for an Increased Authorization for the Purchase of Plumbing and Pipefitting Maintenance & Repair Services
Presenter: Dr. Diane Snyder
E. Discussion and Possible Action on Approval of Purchase of the Westside Education and Training Center Site from Edgewood Independent School District 352
Presenter: Lacy Hampton and Dr. Diane Snyder
16. **PERSONNEL**
A. Discussion and Possible Action on Appointment of Full Time Faculty 474
Presenter: Linda Boyer-Owens
17. **CONSENT AGENDA**
A. **Discussion and Possible Action on Approval of the Consent Agenda Items**
1) **Approval of Board Meeting Minutes**
a. Discussion and Possible Action on Approval of the Special Board Meeting November 17, 2020 476
b. Discussion and Possible Action on Approval of the Committee of the Whole Meeting December 1, 2020 481
c. Discussion and Possible Action on Approval of the Regular Board Meeting December 8, 2020 490
d. Discussion and Possible Action on Approval of the Special Board Meeting December 17, 2020 505
B. Discussion and Possible Action on Acceptance of Private Gifts to the Alamo Colleges Foundation and Alamo Colleges District 509
C. Internal Audit Department Monthly Activity Report 522
D. Department of Public Safety Monthly Clery Act Activity Report 523
E. **FISCAL SERVICES REPORTS**
1) Discussion and Possible Action on Monthly Contracts Report 527
2) Discussion and Possible Action on Monthly Grants and Contracts Report 529
3) Discussion and Possible Action on Approval of Construction Reports 541
4) Discussion and Possible Action on Approval of Financial Reports 550
5) Discussion and Possible Action on Approval of Monthly Report on Cooperative Purchases in Excess of $100,000 557
6) Discussion and Possible Action on Approval of Investment Report Through November 30, 2020 560
7) Capital Improvement Program (CIP) Executive Summary 567
8) Discussion and Possible Action on Approval of Federal College Work Study (FCWS) Report 570
18. **EXECUTIVE SESSION**
A. Pursuant to §551.071, Texas Government. Code, the Board may consult with its attorney(s) to seek their advice on any matter(s) in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
B. Pursuant to § 551.071, Texas Government Code, the Board may consult with its attorneys about pending and threatened litigations.
C. Pursuant to § 551.071, Texas Government Code, the Board may consult with its attorneys about pending EEOC charges.
D. Pursuant to §551.072, Texas Government Code, the Board may deliberate the purchase, exchange, lease or value of real property.
E. Pursuant to §551.074, Texas Government Code, the Board may deliberate the appointment, employment, evaluation, reassignment, duties, performance of duties, discipline, or dismissal of a public officer or employee(s), including, without limitation, the Chancellor and the to-be-vacated position of District Director of Internal Audit.

F. Any action on these matters will be taken in Open Session

19. **RECONVENE OPEN MEETING**
    A. Discussion and Possible Action on Items Discussed in Executive Session.
    B. Discussion and Possible Action on Filling the To-Be-Vacated Position of District Director of Internal Audit
20. **SETTING OF NEXT MEETING DATE**
    A. Regular Meeting of the Alamo Colleges Board of Trustees is scheduled for February 23, 2021
21. **ADJOURNMENT**

POSTED AT THE
ALAMO COMMUNITY COLLEGE DISTRICT WEBSITE
https://www.alamo.edu/about-us/leadership/board-of-trustees/board-meetings/
4:00 PM ON THIS 22ND DAY OF JANUARY 2021

This meeting will not be conducted at a physical location.

_____
Dr. Mike Flores
Chancellor

Memorials
January 2021
Regular Board Meeting

NAME	YEARS OF SERVICE	CAMPUS	DEMISE DATE
Paul W. Lee	08/21/1989 – 11/28/2020	Math Professor St. Philip's College	November 28, 2020
Harlan J. Adamcik	09/01/1973 – 08/01/1994	Music Faculty Member San Antonio College	October 20, 2020
William Paul Kline	01/01/1968 – 08/15/2013	Music Assistant Professor San Antonio College	December 6, 2020
Thomas Richard Norris	02/08/2010 – 11/20/2020	Information Technology Information Systems Specialist Northwest Vista College	November 20, 2020
Emmanuel Murokozi	06/24/2019 – 12/10/2020	Information Technology Application Analyst Programmer District Support Office	December 10, 2020
Gladys Malave	09/01/1998 – 06/30/2020	Biology Faculty Northwest Vista College	December 17, 2020

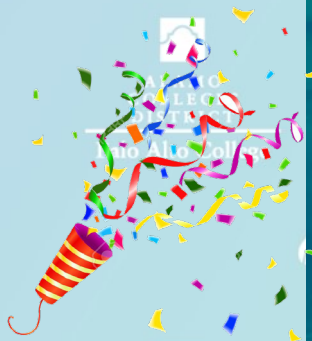
ALAMO COLLEGES DISTRICT

ALAMO COLLEGES EMPLOYEE OF THE MONTH
January 2021

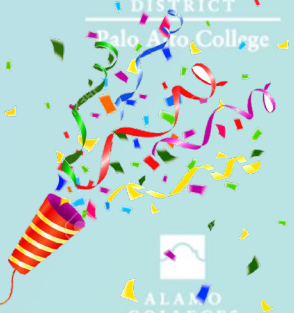
Alyssa Forey has been working in Higher Education for just over 5 years at Palo Alto College. Her first 2 years at Palo Alto College, Alyssa served as a Sr. Generalist Part-Time employee in the Welcome Center and worked her way up once receiving her Bachelors of Science degree in Interdisciplinary Studies from the University of Texas A&M-San Antonio. For the previous 3 years Alyssa has proudly served as a Certified Enrollment Coach in the Welcome Center at Palo Alto College.

While working in the Welcome Center Alyssa has truly found her passion in assisting students daily and helping them become one step closer to making their dreams become a reality. Growing up on the south side of San Antonio, Alyssa values building relationships with students and families from the same community that she grew up in as they begin their journey at PAC. Alyssa feels honored to be in the position she is in that allows her to give back to people from her community because she strongly believes a first-rate education should be accessible to anyone. Understanding that students want a better and brighter future for themselves and their family is the most rewarding part of her job because she is a part of that process from beginning to end. Alyssa looks forward to continuing her success and serving the PAC community for many years to come!

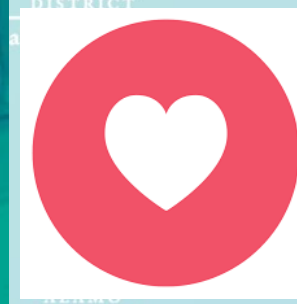
Please help me in congratulating **Alyssa Forey**
for being selected as **January 2021** Alamo Colleges
Employee of the Month by the Alamo Colleges Executive Staff Senate













PALO ALTO COLLEGE RECEIVES MAJOR GIFT

FROM PHILANTHROPIST MACKENZIE SCOTT

PAC receives eight-figure gift from philanthropist MacKenzie Scott



The College will allocate the unrestricted funds to three areas of need:

1. Scholarship Assistance: for AlamoPROMISE students an Alamo Colleges District program, which eliminates financial barriers to higher education, making a college degree a reality.
2. Student and Community Advocacy: Programming provided through the S.H.A.R.E. Center, an on-campus resource that helps address students' basic needs, like food and healthcare.
3. Continued Access to Higher Education: Educate South a Palo Alto College-led initiative to be announced in early 2021, that will focus on beginning educational awareness at the earliest years by building public and private partnerships that create and sustain a college-going culture.
4. High Wage and High Demand Jobs: This initiative will support programming to meet the needs of business/industry and support nursing and dental hygiene programs.

Additional Information - https://www.alamo.edu/pac/major-gift

ACKNOWLEDGMENT OF CONTRIBUTORS TO 2020 ELECTIONS PROCESS

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

ACKNOWLEDGMENT OF CONTRIBUTORS TO 2020 ELECTIONS PROCESS

Northwest Vista College:	Erin Sherman, Vice President-College Services Migdalia Garcia, Academic Program Coordinator
San Antonio College:	Tammy Micallef, Director-Veteran' Affairs, Victory Center Kenneth Ramelli, Veteran's Affairs Coordinator
Palo Alto College:	Destiny Moreno, College Events Coordinator Katherine Doss, Vice President-College Services
Alamo Colleges Police Department:	Adrian Plata, ACPD Dispatch
District Communications Office:	Isidro Medina, District Digital Communications Coordinator
Chancellor's Office:	Sandra Torres, Board Liaison

Thank you.

ALAMO COLLEGES DISTRICT

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ALAMO COLLEGES DISTRICT
Northeast Lakeview College

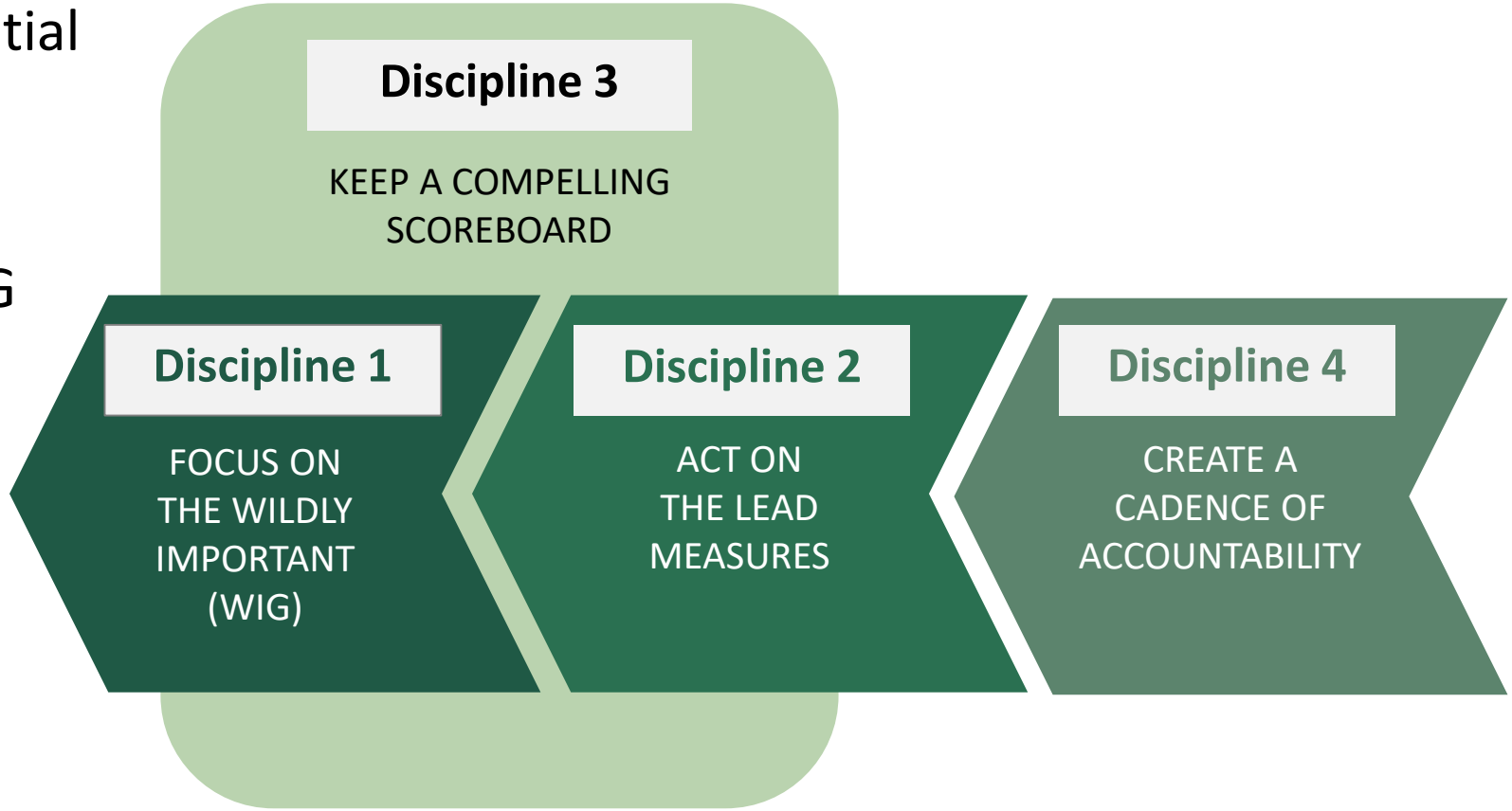
4DX Highlights – Institute Events in Academic Success

Will Fanning – Dean for Academic Success
John Jacobs – Director of Student Success
Tammy Perez – Dean for Academic Success

4DX Overview: Talent Build & Sustaining Results

(Four Disciplines of Execution)

- Every employee has essential skills
- Coaches at every college
- Teams focused on the WIG
- Hardwired into practice



Wildly Important Goal

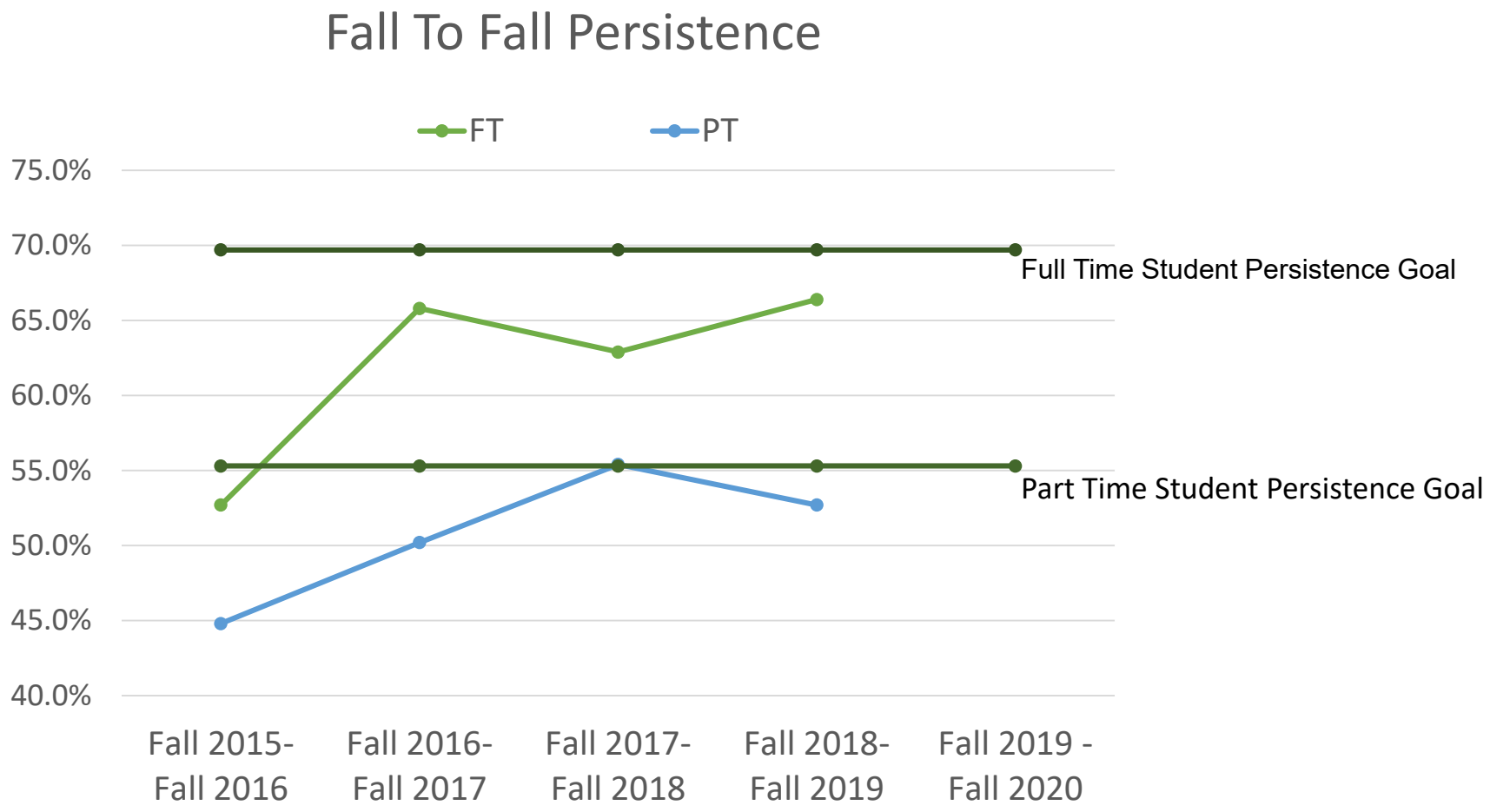
(WIG) Student Persistence

· Increase Fall to Fall Persistence from 66.4% (Fall 2019) to 67.5% by Fall 2020.

(LEAD) Institute Events

· Increase the number of events (Spring 2020 from 6 to 12) and number of participants (Fall 2020 from 115 to 230) in academic success sponsored Institute Events by Fall 2020.

WIG Student Persistence

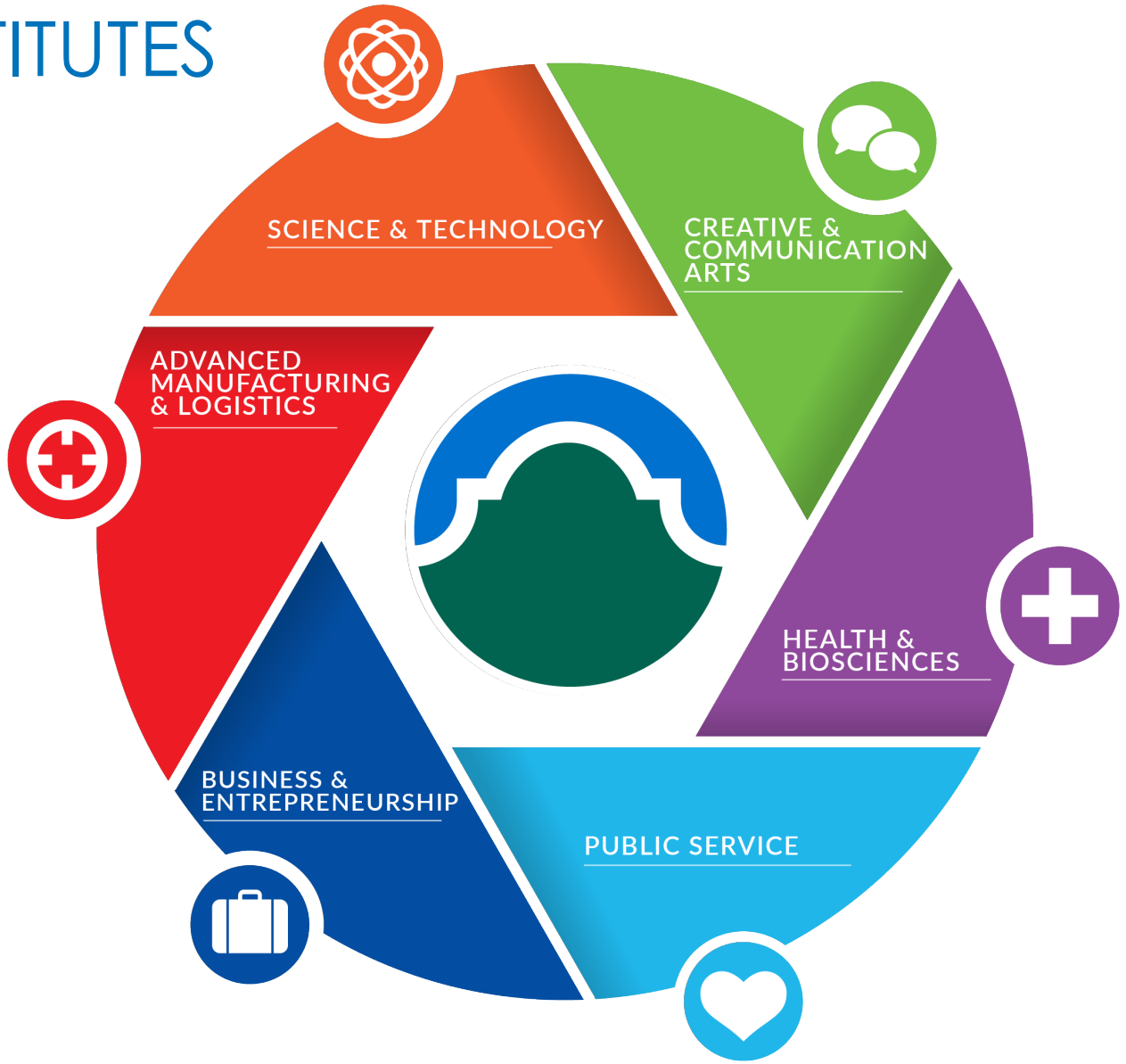


Pathways - AlamoINSTITUTES

Every student seeking a baccalaureate degree will be successful.

Strategy:

- ✓ Students choose a pathway
- ✓ A customized pathway is created for each student based on the pre-major and requirements at the university of choice





AlamoINSTITUTES

NORTHEAST LAKEVIEW COLLEGE • NORTHWEST VISTA COLLEGE • PALO ALTO COLLEGE • SAN ANTONIO COLLEGE • ST. PHILIP'S COLLEGE

Creative & Communication Arts

Choose a career that lets you **EXPRESS YOURSELF.**

Business & Entrepreneurship

Choose a career that lets you **TAKE THE LEAD.**

Health & Biosciences

Choose a career that lets you **MAKE A DIFFERENCE.**

Advanced Manufacturing & Logistics

Choose a career that lets you **MAKE THE WORLD GO 'ROUND.**

Public Service

Choose a career that lets you **SERVE YOUR COMMUNITY.**

Science & Technology

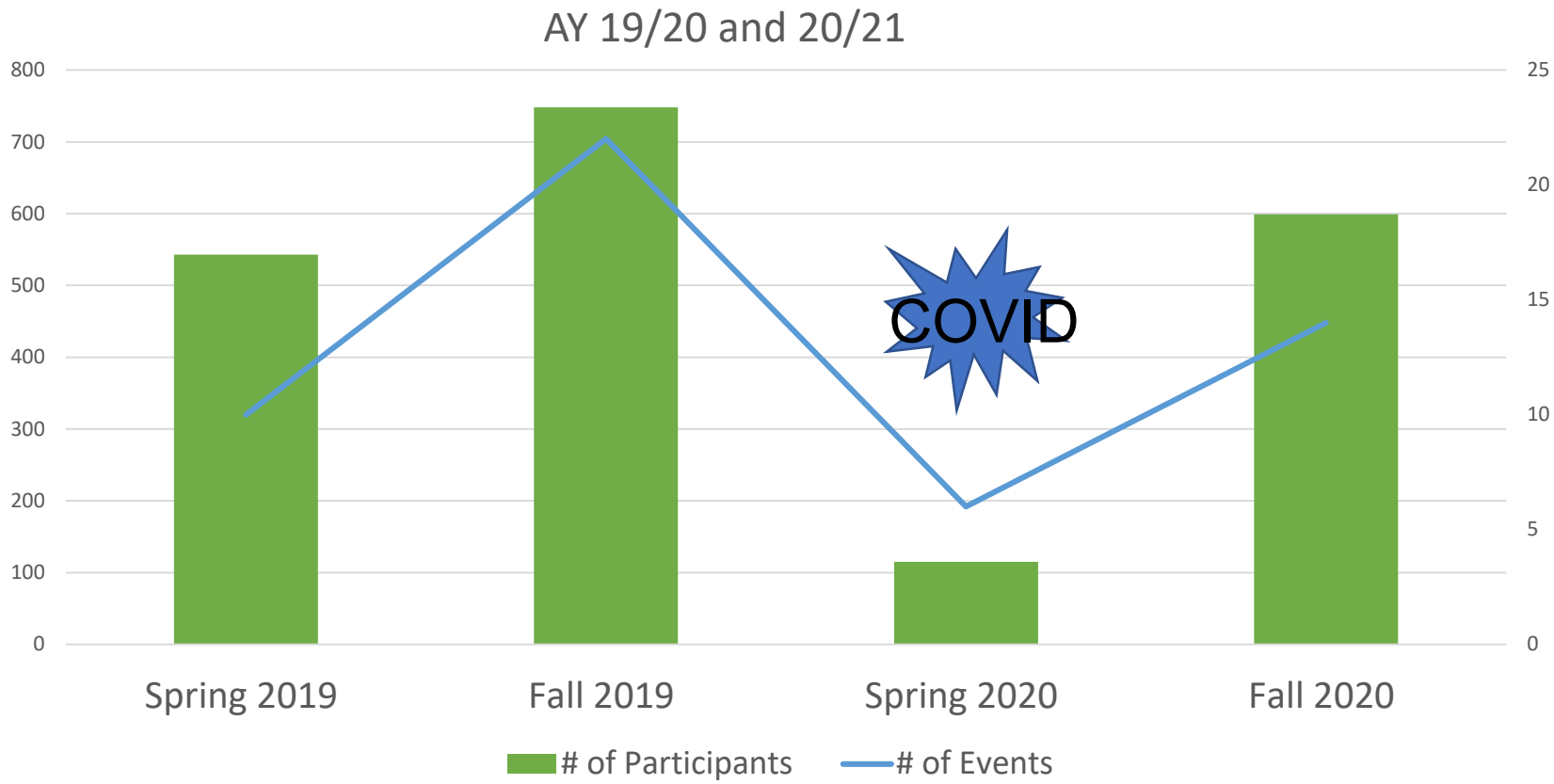
Choose a career that lets you **TRANSFORM EVERYTHING.**

My journey **Designed** *for me!*

Strategies

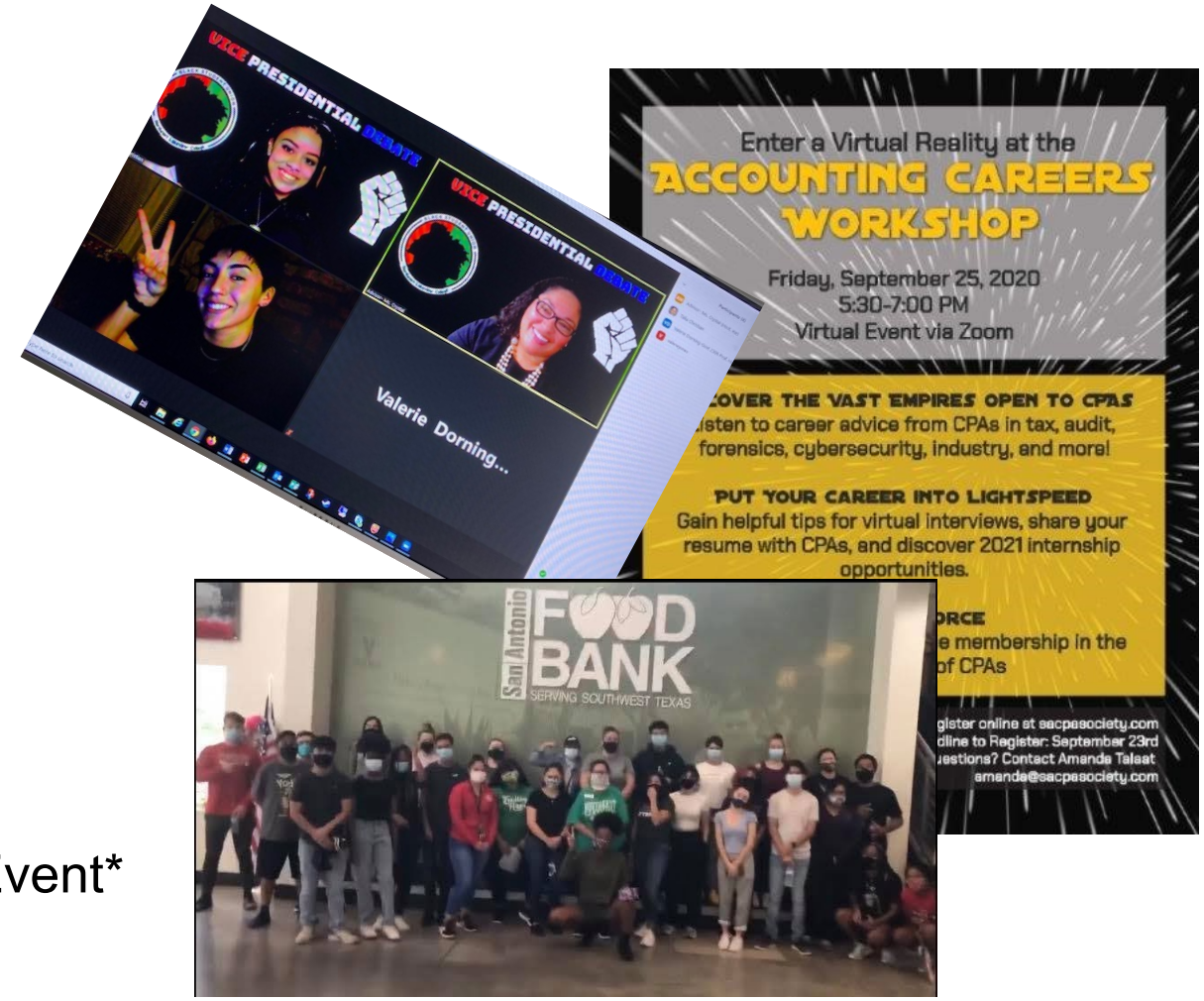
- Refining student career and educational goals early through a high impact experience will encourage students to persist and to complete a degree without excess credit
- Enhance student's educational experience
- Encourage all faculty in all institutes to become event organizers and sponsors to connect students to faculty which directly impacts persistence
- Host monthly/bi monthly Institute Team meetings
- Market events through AlamoExperience

Results Over Time



Event Innovation

- Virtual Accounting Careers Workshop*
- Presidential/VP Debate Watch Parties*
- Cyber Defense Speakers Series
- Psychology Virtual Panel Discussion
- San Antonio Food Bank Service Learning Event*
- Toastmasters Club



"I think it gave me a better mindset an attitude that I can do it"

"I had no idea about the STEM program or the different jobs that are within this field. I am trying to be a PT so I like learning new things in a different career path that I had no idea about."

Results

NLC Academic Success has pivoted to ensure that students have access and opportunity to participate in Institute Events designed to meet the need of all students by being more mindful of providing events in different modalities

(LEAD) Institute Events

Increase the number of events (from 6 to 12) and number of participants (from 115 to 230) in academic success sponsored Institute Events by Fall 2020.

- **Actual events 14**
- **Actual Participants 599**

Next Steps

- Goals for spring: increase events and participation by 10%

- Continue this WIG and LEAD for Spring 2021

Thank you.

ALAMO COLLEGES DISTRICT
Northeast Lakeview College

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award
2018 Award Recipient

The 10 Most Admired Universities & Colleges to Watch 2018

Achieving the Dream LEADER COLLEGE OF DISTINCTION

ALAMO COLLEGES DISTRICT
Northeast Lakeview College

Women Leaders of NLC

An Alamo Colleges District Participatory Budgeting Project

Presented By:

- Dr. Chantae Recasner, **Dean for Academic Success**
- **Women Leaders of NLC**
  - Ms. Talia Christian
  - Ms. Ariana Hayward
  - Ms. Kayla Thai
  - Ms. Catherine Roca
  - Ms. Meaghan Setterbo

The 10 Most Admired Universities & Colleges to Watch 2018

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Achieving the Dream LEADER COLLEGE OF DISTINCTION

ACD Participatory Budgeting

What is Participatory Budgeting (PB)?

- PB is an opportunity to engage employees in brainstorming, proposing, and voting on how to use organizational funds

Overview

- Board of Trustees approved $250,000 from FY21 Student Success Fund for PB projects
- Projects awarded up to $25,000 for implementation in FY21

Our Project

- Women Leaders of NLC awarded $20,553



Women Leaders of NLC



Salena Guipzot, Founder & Chair of BRP San Antonio

Organization Profile

- Holistic leadership development group for **women of color**
- Partnership with a community agency: The Boardroom Project—"Developing future Board leaders one girl/woman at a time."
- Partnership spearheaded by Dr. Recasner and Ms. Guipzot

Organization Outcomes

- Develop student leadership competencies
- Generate a community for peer mentoring
- Build student self-efficacy for navigating college and career pathways

Broad Impact/Goal:

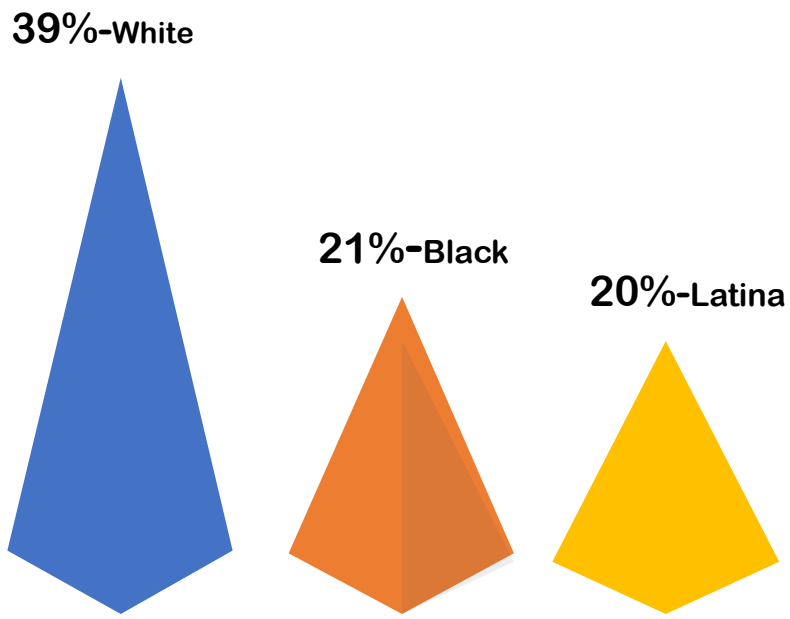
- Scalable opportunity for all ACD colleges
- Interrupt (cycles of) poverty to grow economic equity in San Antonio

ALAMO COLLEGES DISTRICT
Northeast Lakeview College

The Boardroom Project
Women Leaders of NLC

Why focus on Women of Color ?

- White women are almost twice as likely to earn an Associate's or Bachelor's degree by the age of 29 than Black and Latina women.



- **Women of Color are…**

Over represented in low-earning majors

Less likely to complete an internship/apprenticeship

Disproportionately excluded from benefits of "diversity" efforts.

Less than 15% of C-Suite Executives

Women Leaders of NLC Fall 2020 at a Glance

13 Sessions | 2 BRP Pro Webinars
20 Students

Spotlight Sessions

BRP PRO Webinars with
- **Sonia Williams, Papa Johns International Board**
- **Jane Barrera, CEO Lift Fund**

Global Leadership
Dr. Karla Durand, SAISD

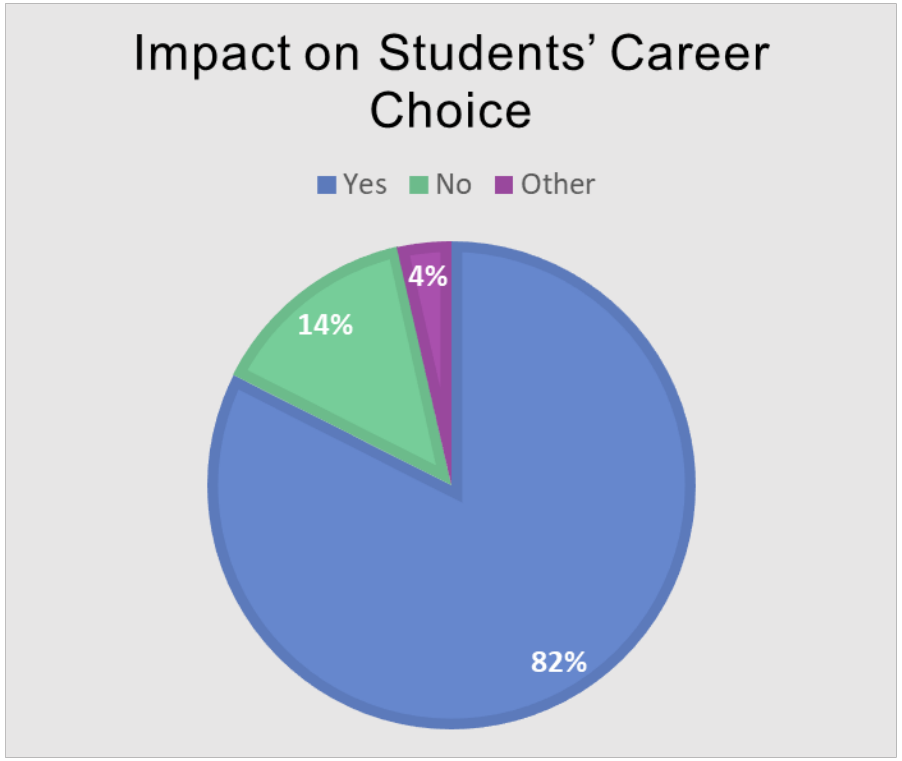
Leading from the Bench
Judge Rosie Gonzales

Leadership Development
Mayor Dennis, Live Oak

Leading in Health Services
Dr. Rohr-Allegrini, CEO SAAF

★★★★★ 4.8 (57 session reviews)

82% Average Subject Knowledge Level Increase





https://youtu.be/Q43_fm_bLGc

What's Next?

- **Current participants remain in program as peer mentors until graduation/transfer from NLC.**
- Adjustments are being made for easier facilitation and access to resources for participants—i.e. using Canvas to house resources and session access/recordings
- **Future Funding:** FY22 Student Activities Fund



Advisory Committee:

Peggy Chavez	Regina Horne-Espree
Guadalupe Cornejo	John Jacobs
Tara Daugherty	Brandi Solar
Rudy Farias	T'Asia Williams
Sandra Gonzales-Lamb	Crystal Willis

Thank you.

ALAMO COLLEGES DISTRICT
Northeast Lakeview College

ALAMO COLLEGES DISTRICT

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2018 Award Recipient

The 10 Most Admired Universities & Colleges to Watch 2018

Achieving the Dream LEADER COLLEGE OF DISTINCTION

Appendix

Fall 2020 Students

- Mariyah Cooper
- Destiney Denson
- Talia Christian - Psychology
- Melynna Martinez - Nursing
- Kayla Thai
- Ja'Hira Jones
- Ashleigh McNeil – Network Administration
- Mariah Gomez
- Somya Mohan
- Tazzona "Taz" Williams
- Meaghan Setterbo
- Hannah Sofia Oroceo
- Samin Alikhani
- Ariana Hayward - Psychology
- Valerie Macias
- Yasmeen "Yazzy" Palacios – Liberal Arts
- Jaylee Castillo
- Catherine Roca - Business Administration
- Shannon Hall – Communications
- Lindsey Martinez – Elementary Teaching

		NLC & BPR Pro - Women Leaders			
		Semester	Fall 2020		
		Duration	09/16/20 - 12/09/20		
		Day & Time	Wednesday		3PM - 5PM
	Session Number	**Session**	**Presenter**	**Email**	**Title/Organization**
16-Sep	1	Board 101	Salena S. Guipzot	salena@boardroomproject.org	BRP Founder
22-Sep	BRP Pro	Webinar Series_3	Sonia Medina Williams	sonyamedinawilliams@gmail.com	Papa Johns, International Board
23-Sep	2	Organizing & Self Healing	Madelein Santibañez & Laura Rios	xicana.made@gmail.com laura.k.rios@gmail.com	De Corazon Consulting
30-Sep	3	IT & Beyond	Kelly Lampkin, MBA	kelly@boardroomproject.org	BRP Vice-Chair
7-Oct	4	Leadership Development	Mayor Mary Dennis	dgoza@liveoaktx.net	Mayor of Live Oak
14-Oct	5	Service Learning Opportunity	NLC & BRP	pchavez65@alamo.edu	Peggy Chavez / Regina Espree
21-Oct	6	Social Media	Christina Olivarez	christina@thesocialbutterflygal.net	Social Butterfly
28-Oct	7	Linkedin	Sandra G. Lamb	sandra@boardroomproject.org	BRP board member
4-Nov	8	Personal Finance & Credit/ Funding higher education	Bella Hampton	beya85@yahoo.com	BRP Board Member
11-Nov	9	Wage Negotiation 1	Salena S. Guipzot	salena@boardroomproject.org	BRP Founder
18-Nov	10	Wage Negotiation 2	Salena S. Guipzot	salena@boardroomproject.org	BRP Founder
25-Nov	11	Global Leadership	Dr. Karla Duran	dr.karladuran@gmail.com	SAISD
2-Dec	12	Health & Wellness	Dr. Cherise Rohr-Allegrini	crohr-allegrini@sanantonioaids.org	CEO, SAAF
9-Dec	13	Leading from the Bench	Judge R. Gonzalez	rspeedlin.gonzalez@bexar.org	Bexar County Court
10-Dec	BRP Pro	Webinar Series_4	Janie Barrera	sist: Yolanda Sonora ysonora@liftfund.co	CEO, LiftFund
16-Dec	14	Graduation	Dr. Chantae Recasner		NLC Leadership

New Advertising Campaign Update

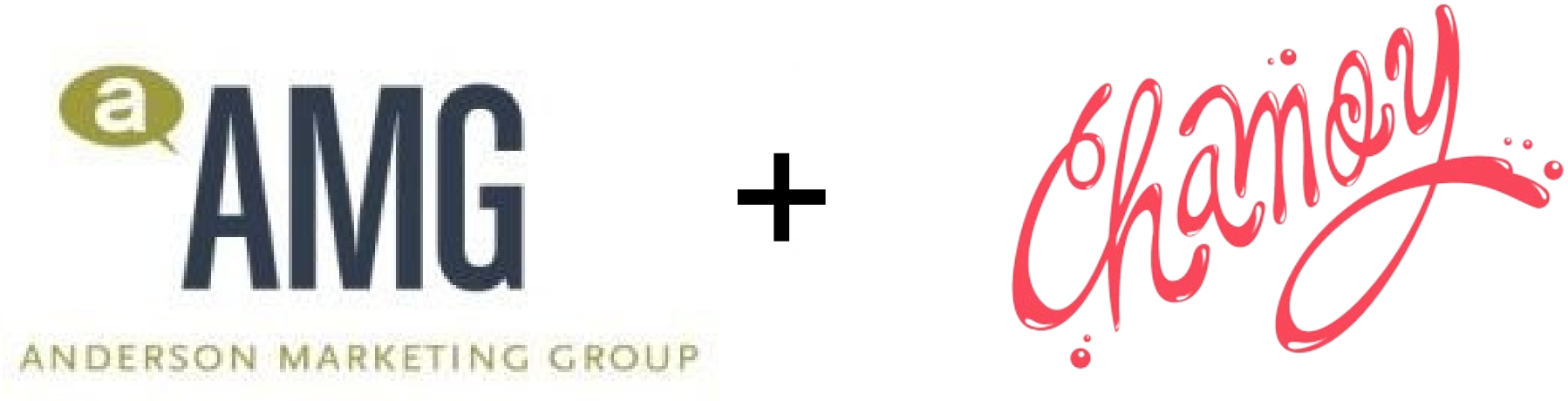
Kristi Wyatt

Associate Vice Chancellor of
Communications & Engagement

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The Alamo College District's new campaign, developed with The Anderson Marketing Group in collaboration with Chamoy Creative launched in December 2020.


¡TU PUEDES!

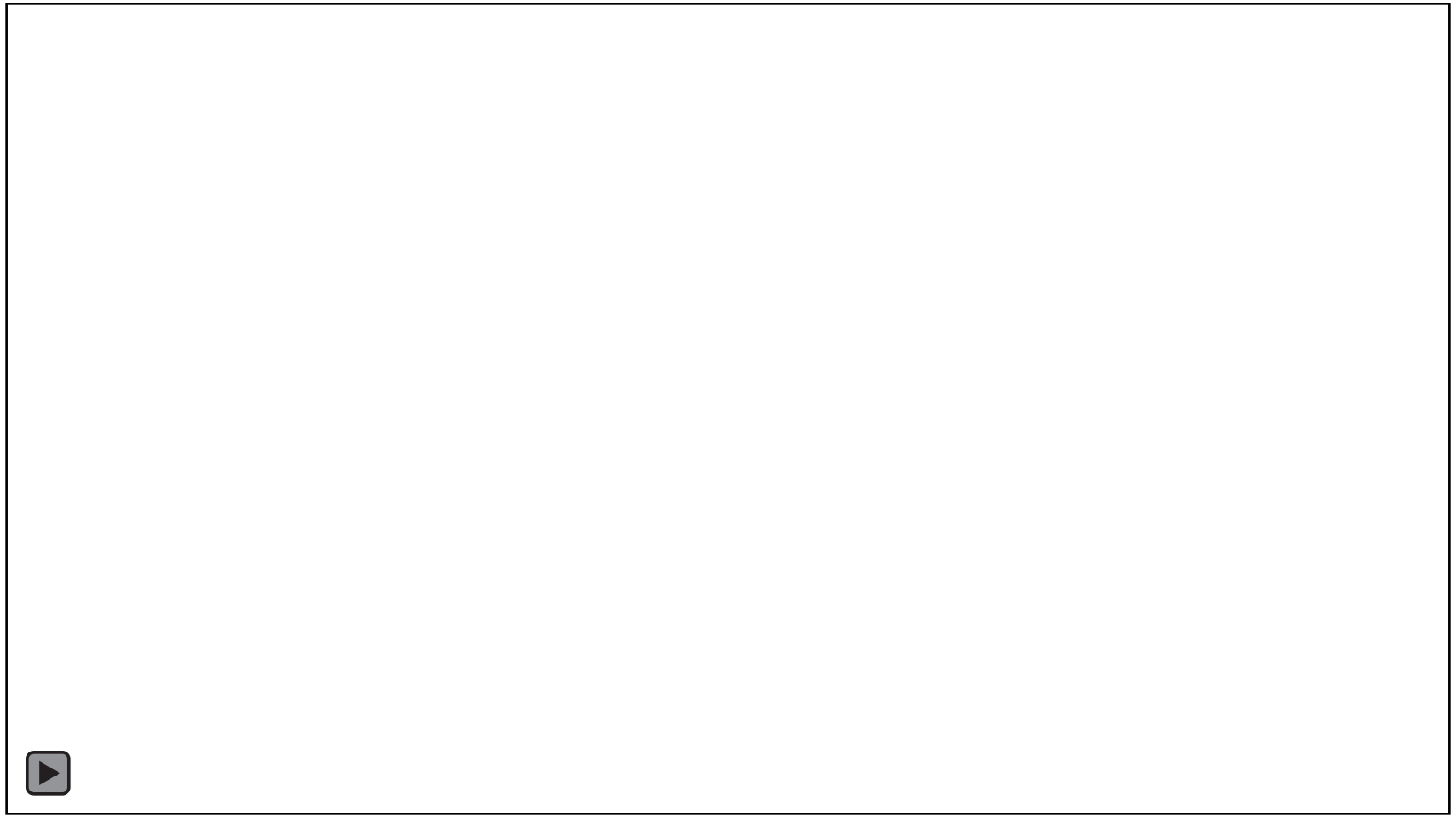

YOU HAVE WHAT IT TAKES!

Campaign Highlights

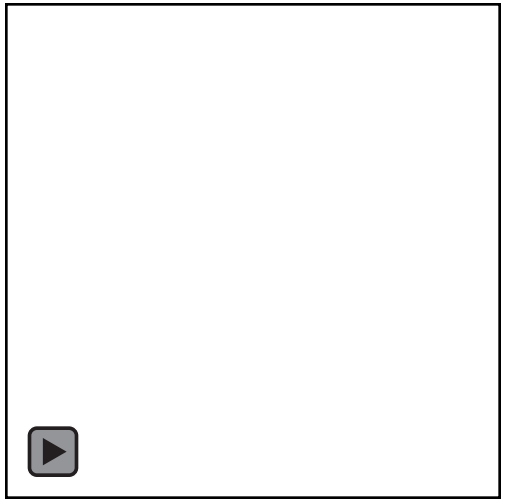
- Leverage popular phrases of encouragement while conveying a sense of safety
- Trans-create messaging into Spanish
- Promote High-Demand, High-Wage programs
- Underscore student support including loaned laptops and WIFI hotspots, student food services in partnership with the SA Food Bank, and the COVID-19 Student Impact Fund
- Leverage Paid and Organic Social Media
- Continue to promote via Channels that reach our Diverse Community
- Concentrate media exposure within our eight (8) county service area



TV Spots – English and Spanish



Radio Spots – English and Spanish



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Outdoor Media

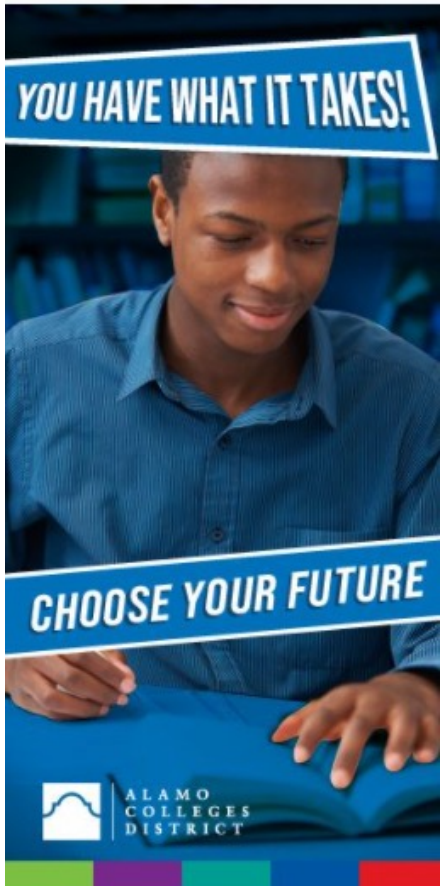


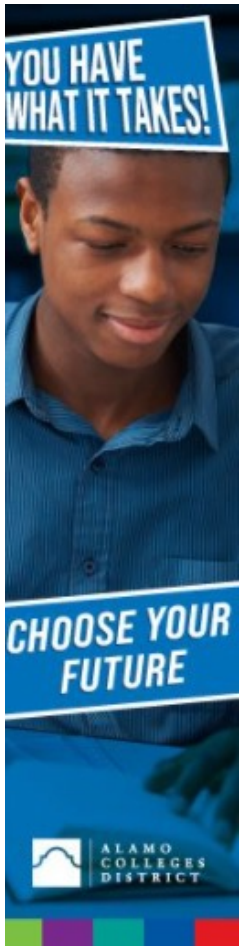






Digital Media





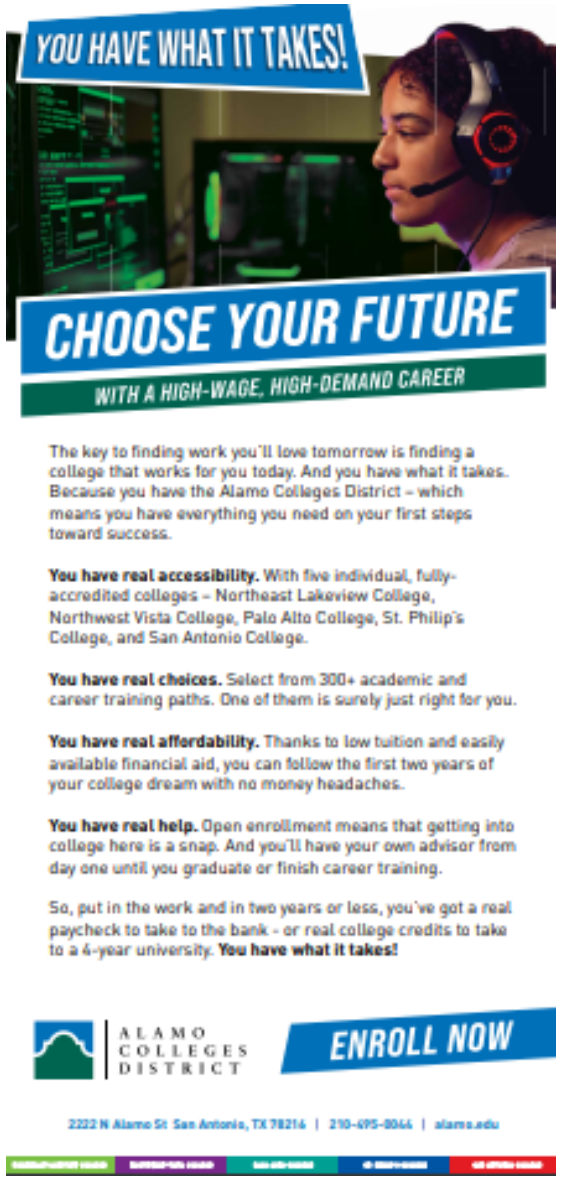




Social Media

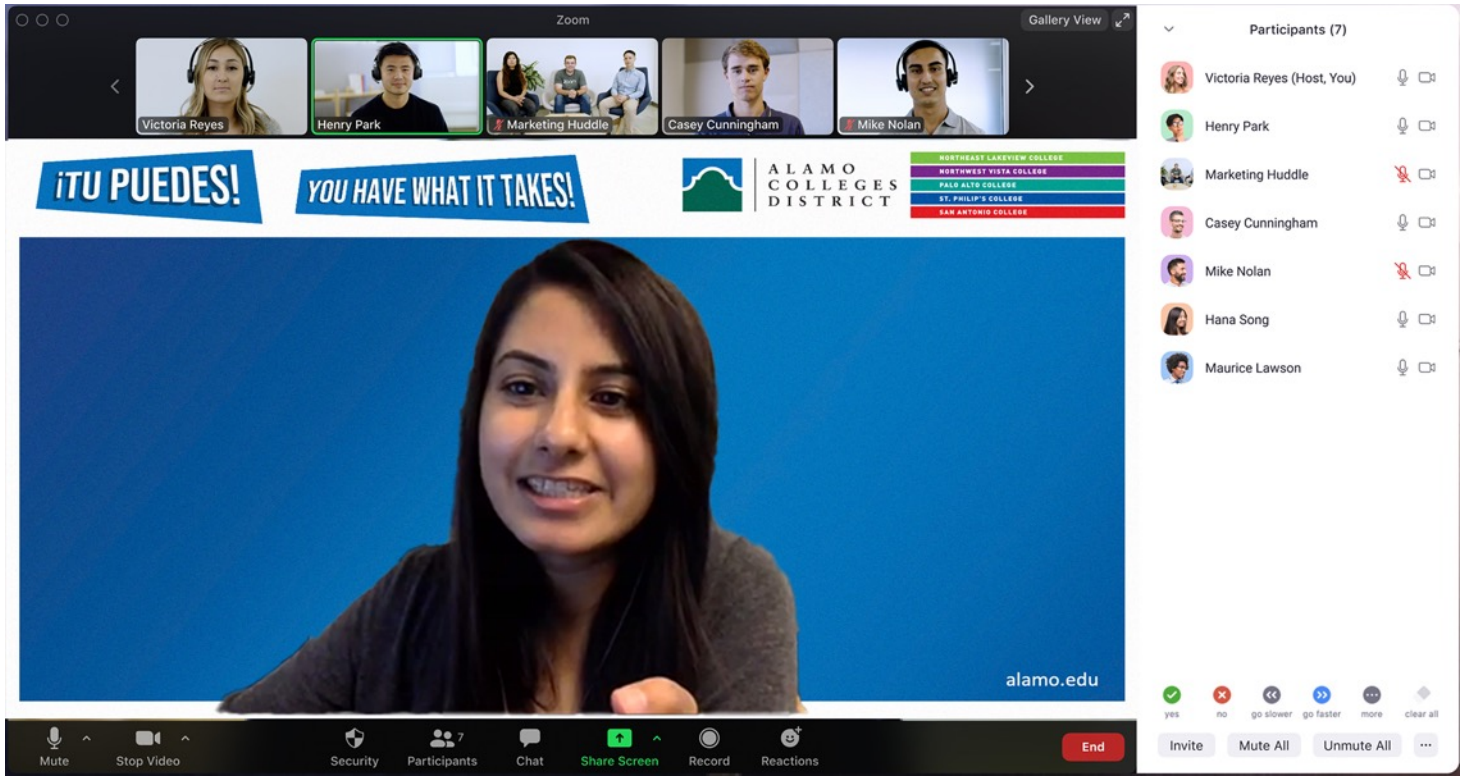


Print



Everyone Can Be an Ambassador





Thank you.



ALAMO
COLLEGES
DISTRICT





EFC Quarterly Report

January 2021 Board Meeting

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Updates

- Full-time Faculty Fellow hired – Cindy Katz

- Three Current Council Charges
  - End of Course (EOC) Student Survey, Phase II
  - Faculty Evaluation and System
  - New Era Tenure Proposal

EOC Student Survey, Phase II

- Six (6) additional survey statements have been vetted by faculty.
- Examples of statements (Likert scale):
  - The assignments and activities at the internship, workforce training site, or learning studio helped me to understand the principles presented in my coursework.
  - The content of the course helped prepare me for employment in my field of study.
- Should be able to present completed Phase II survey by early Spring 2021.

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Faculty Evaluation and System

- Focusing on evaluation first
- Ad hoc committee membership: 10 faculty from across the colleges representing a variety of disciplines, and one VPAS
- Prepared a Purpose Statement to guide work: "The purpose of faculty evaluation is to ensure core faculty responsibilities are met and to support the continuous improvement of the teaching skills and faculty performance in accordance with the job description and the college's mission and values. The faculty evaluation measures teaching, service, professional endeavor, and, for some, administrative duties."
- Currently working on timelines and deliverables to fully realize this purpose
- Meet weekly and make extensive use of Canvas discussion boards

New Era Tenure Proposal

- Anticipated completion of proposal is May 2021 with presentation to chancellor
- Ad hoc committee membership includes faculty and administrators from across the district.
- Members developed areas to focus on and were each assigned to a team.
  - Landscape analysis/best practices of tenure
  - Relationship between tenure and student success
  - Impact of tenure on recruitment and retention of faculty
  - Human Resources considerations
- Research is complete.
- Each team is now working on composing a draft of their results.

Thank you.

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Executive Staff Senate Updates

January 2021

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Executive Staff Senate – January 2021

NLC
Rosalinda Almanza - Martinez—**President and Executive Staff Senate Treasurer**; *Senior Coordinator of Student Success- Veterans Center*
Javier Leal—**Vice President**; *Certified Enrollment Coach*

NVC
Pamela De La Garza—**President**; *Certified Advisor – Vista Central*

PAC
Helena Fischer—***President***; *Project Director, TRIO Talent Search*
Priscilla Lopez—**Vice President and Executive Staff Senate Secretary**; *Coordinator - Community Programs*

SAC
Sabrina Macal - Polasek—**President**; *Coordinator, Student Success - Career Services & Experiential Learning*
Bonita DeLeon—**Vice President**; *Advising Team Leader-Creative & Communication Arts Institute*

SPC
Destiny C. Harper-Lane—**President and Executive Staff Senate Chair**; *Associate Director for Student Success – Student Life*
Jessica Lorenzi—**Vice President**; *Administrative Assistant to the Vice President for Academic Success*

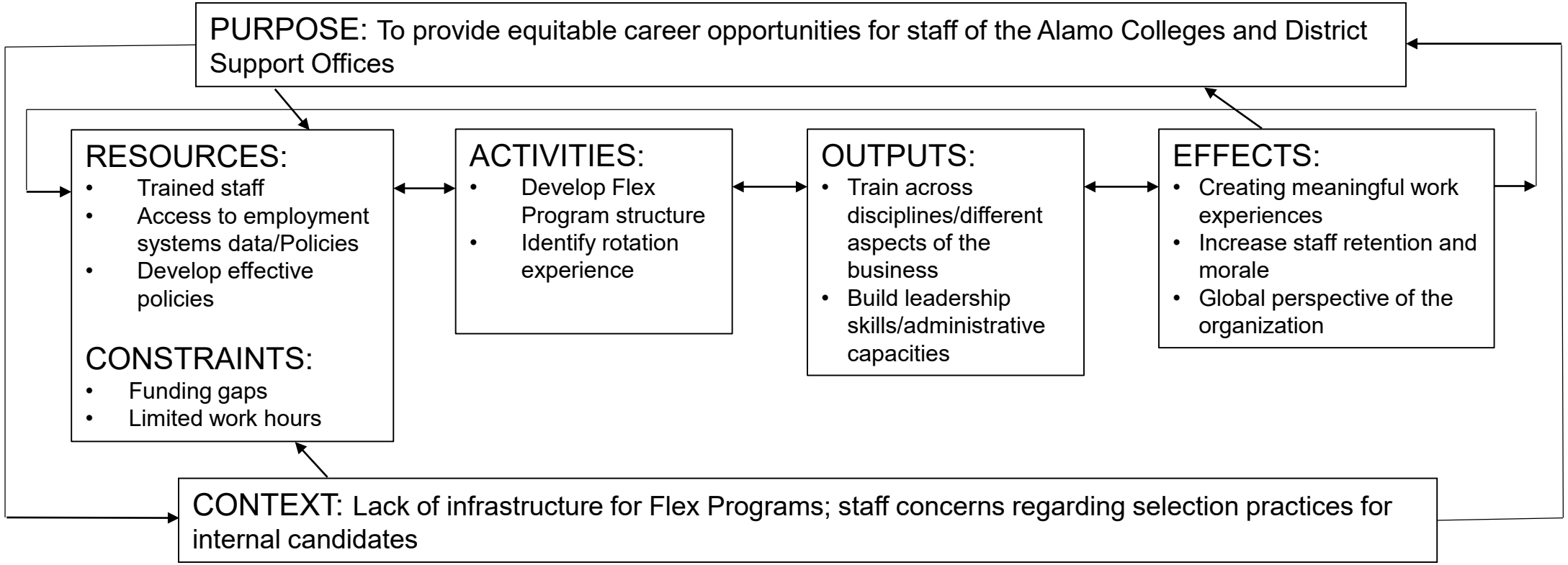
DSO
Cristina Sanchez—**President and Executive Staff Senate Parliamentarian**; *Corporate Liaison - Corporate College*
Rodolfo Espinoza—**Vice President**; *Enrollment Specialist III – CE – Center for Student Information*

Executive Staff Senate Mission and Vision

Executive Staff Senate is charged with the responsibility of making sure all staff members are equitably represented in the operation of the colleges, as well as the District. Our mission is to advocate for staff needs and concerns in a constructive, purposeful way.

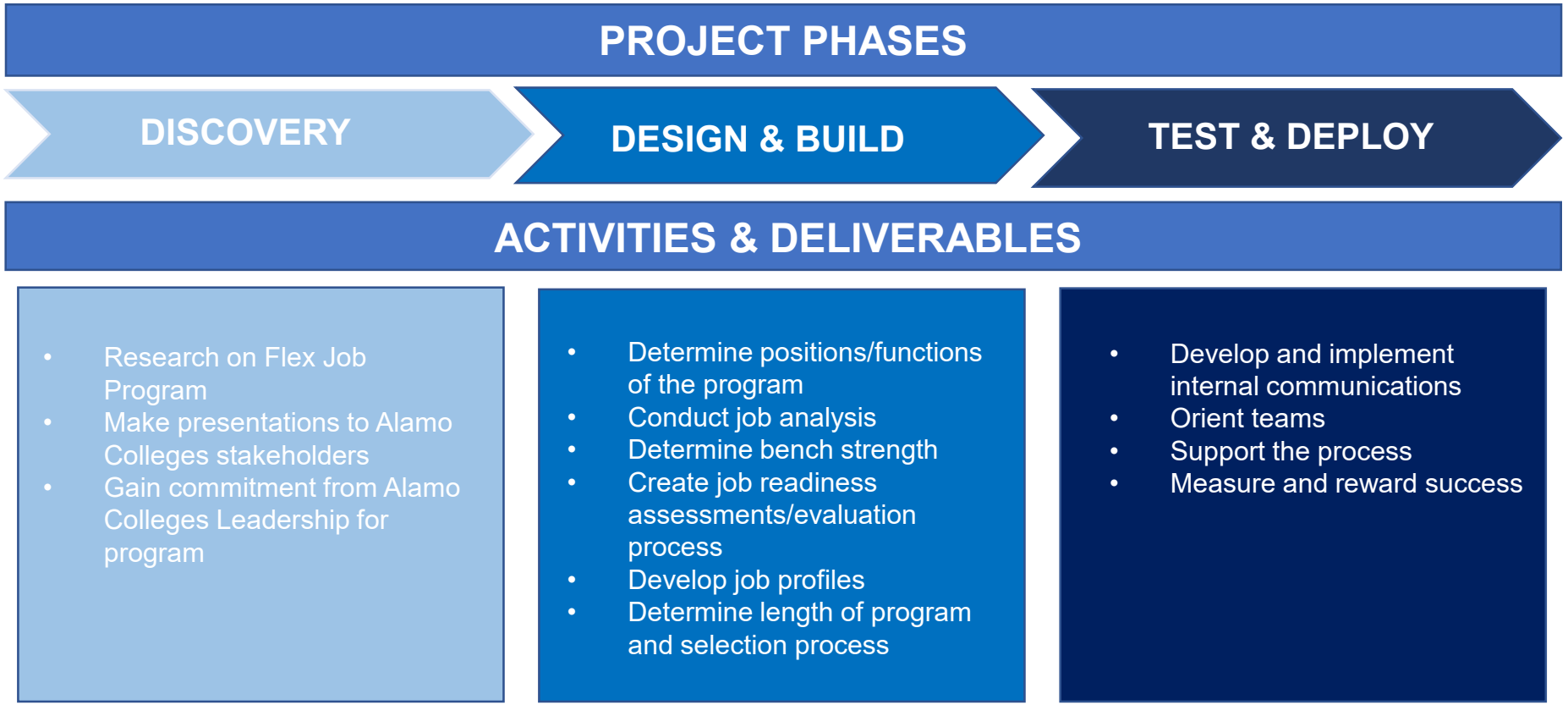
Executive Staff Senate strives to create a work environment for all employees of the Alamo Colleges District that is characterized by fair treatment of staff, open communication, personal accountability, professionalism, trust and mutual respect.

Flex Job Program: Job Rotation/Shadow Recap



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Current State of Flex Job Program: Job Rotation/Shadow



Learning Staff Advisory Board

The Staff Advisory Board was developed to share in the process of the development, assessment, and needs of staff members at the Alamo Colleges District.

- Identified senior leadership champions
- Recent Initiatives for Advisory Board
  - Financial Wellness & Tax information Session
  - 2020 Progress Review Status
- Career Development Work



Thank you.

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Update on ACD's Response to COVID-19

Kristi Wyatt – AVC Communications & Engagement
Shayne A. West – Chief Budget Officer

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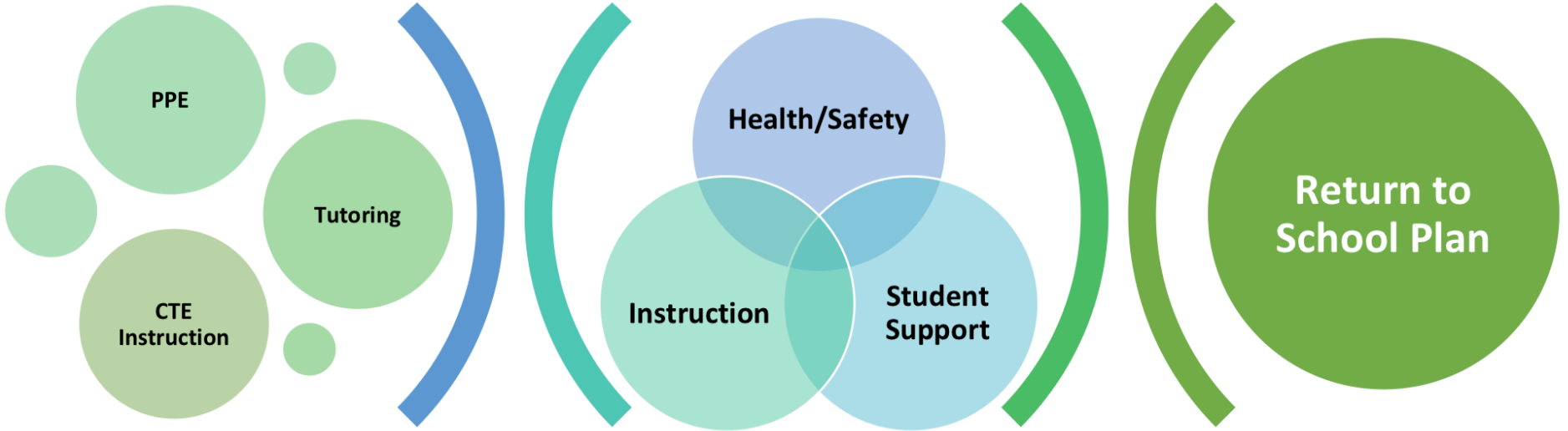
COVID-19 PLAN OBJECTIVES

1. Protect the health and safety of Alamo Colleges Family

2. Continue classes and support services for current and future students at physical locations/remotely

3. Deliberate, Gradual and Safe Return to Campus

COVID-19 recovery planning in-progress



Taskforce sub-teams

Research & develop specific components

Cross-College COVID-19 Taskforce

Recommends cohesive plan to Incident Command

ACD Incident Command

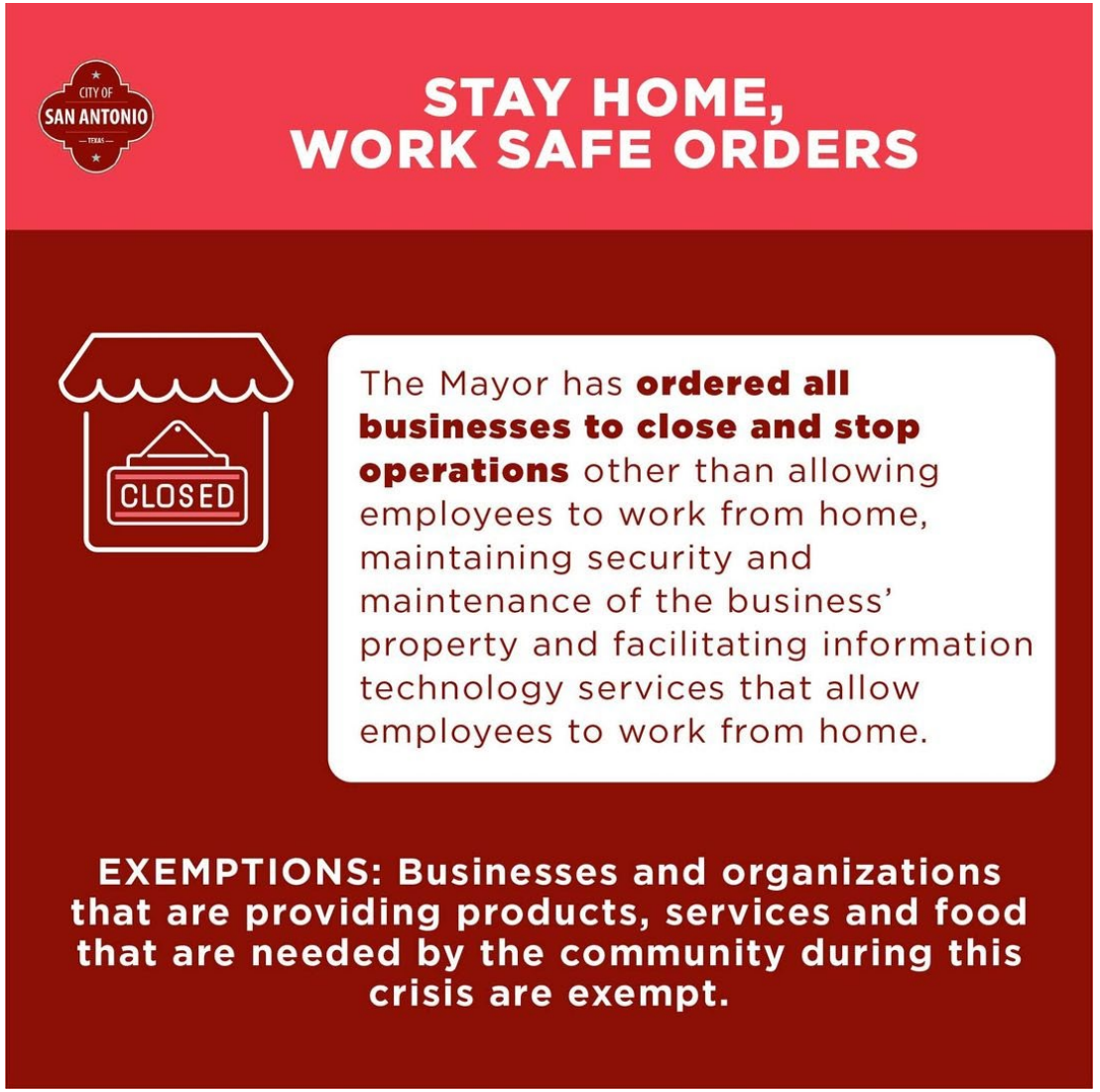
Finalizes plan and facilitates execution over time

RETURN TO CAMPUS LEVEL CHART

LEVELS	ACTIONS
Level 1 Up to 100% Onsite Locally declared: All Clear	IMPLEMENT, MONITOR & ADJUST Carefully phase up to 100% occupancy as facilities & resources are ready: monitor impact and adjusting for effectiveness, safety & health • Up to 100% of all personnel • Up to 100% of students onsite
Level 2 Up to 50% Onsite Locally declared	IMPLEMENT, MONITOR & ADJUST Carefully phase up to 50% occupancy as facilities and resources are ready, monitoring for impact and adjusting as necessary for effectiveness, safety and health • Up to 50% of essential DPS, IT, Facilities and other support personnel • Up to 50% of students onsite • Up to 50% of faculty onsite
Level 3 Up to 25% Onsite Locally declared	IMPLEMENT, MONITOR & ADJUST Carefully phase up to 25% occupancy as resource ready facilities and resources are ready, monitoring for impact and adjusting as necessary for effectiveness, safety and health • Up to 25% of essential DPS, IT, Facilities and other support personnel • Up to 25% of students onsite • Up to 25% of faculty onsite
Level 4 Up to 10% Onsite Within locally declared parameters	TEST & TRAIN Test schedules, protocols, training, resources & communications. Train employees and students for level 3 and level 2 • Up to 10% essential DPS, IT, Facilities personnel and CTE Support Personnel • CTE courses that must be offered onsite for accreditation • A limited number of Arts & Science course sections that may be determined by a college to be essential to offer onsite • A limited one-stop student success office to provide essential services by appointment
Level 5 Stay Home, Work Safe Locally Declared	PLAN & RESOURCE Plan Phased Return: schedules, protocols training, resources & communication. Train employees & students for level 4. • 95-100 % remote work, teaching and learning • 1-5% essential DPS, IT and Facilities personnel onsite

POST SPRING BREAK
LEVEL 5 - STAY HOME/WORK SAFE

- City issued Stay Home/Work Safe orders
- Cross-college COVID-19 Task Force
- Remote Bootcamps
- Transitioned 65,000 students to remote learning
- Keep Learning Plan
- Spring 2020 course completion rate was an **all-time high of 91.8%**



SUMMER 2020 - LEVEL 4

- Stay Home/WorkSafe order was lifted
- Limited face-to-face instruction resumed for CTE classes that were canceled after spring break and some essential workforce programs
- The ACD Incident Command created a new cross-college Task Force to create a Return to Campus Plan



FALL 2020 – LEVEL 4 & 5

- Implemented the Return to Campus Plan
- 10% occupancy
  - Level 5 after Thanksgiving
- One-stop shop student support
- Enhanced advocacy services: pop-up markets, telehealth services
- Launched 1st cohort AlamoPROMISE
- Partnered on Train for Jobs SA



SPRING 2021
JAN/MID-FEB–
LEVEL 5 - STAY HOME/WORK SAFE

- Beginning at Level 5 (some CTE)
- Reevaluate Level on Feb 4.
- Virtual Student Support
- Drive-thru & Contactless advocacy services: Pop-up Markets, Telehealth Services
- Continue Train for Jobs SA

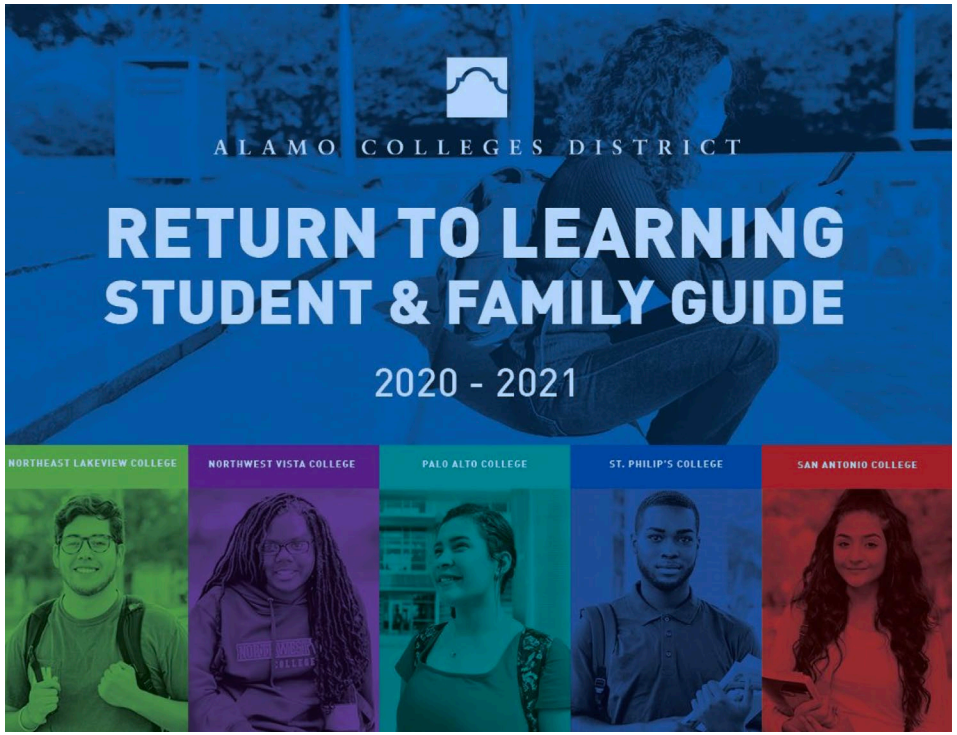


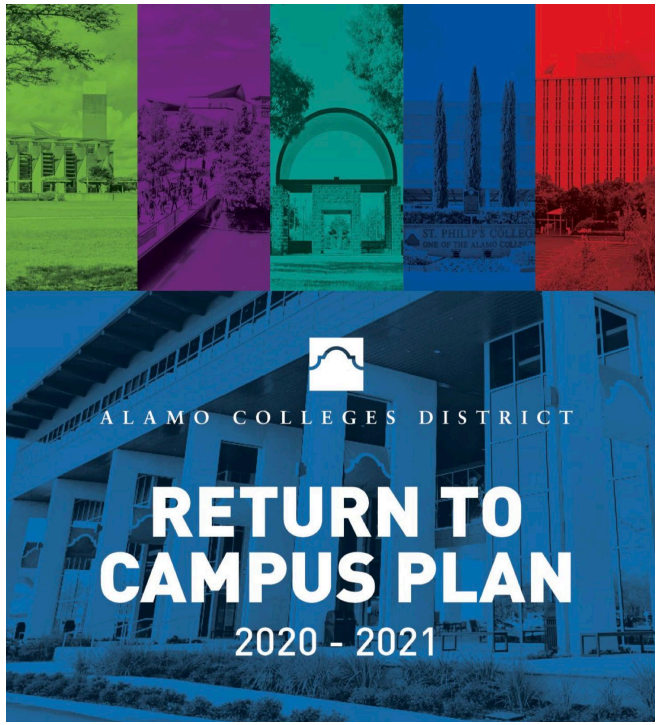
LOCAL ALIGNMENT

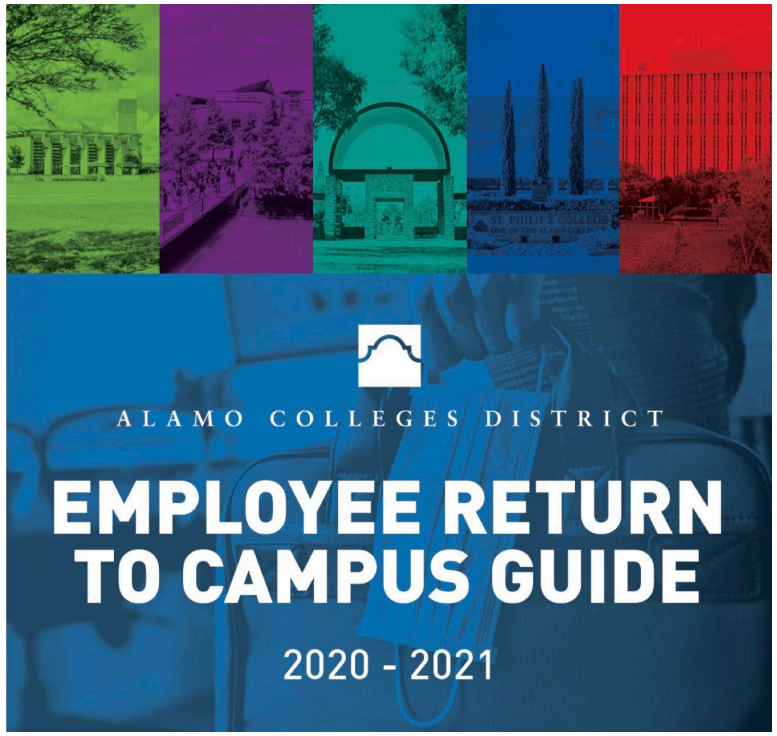
- Remote Operations Continuity Plan in place in case we need to transition between levels
- Plan Levels will align with the City of San Antonio's School Risk Level Indicator, which is currently at a Moderate Risk Level.



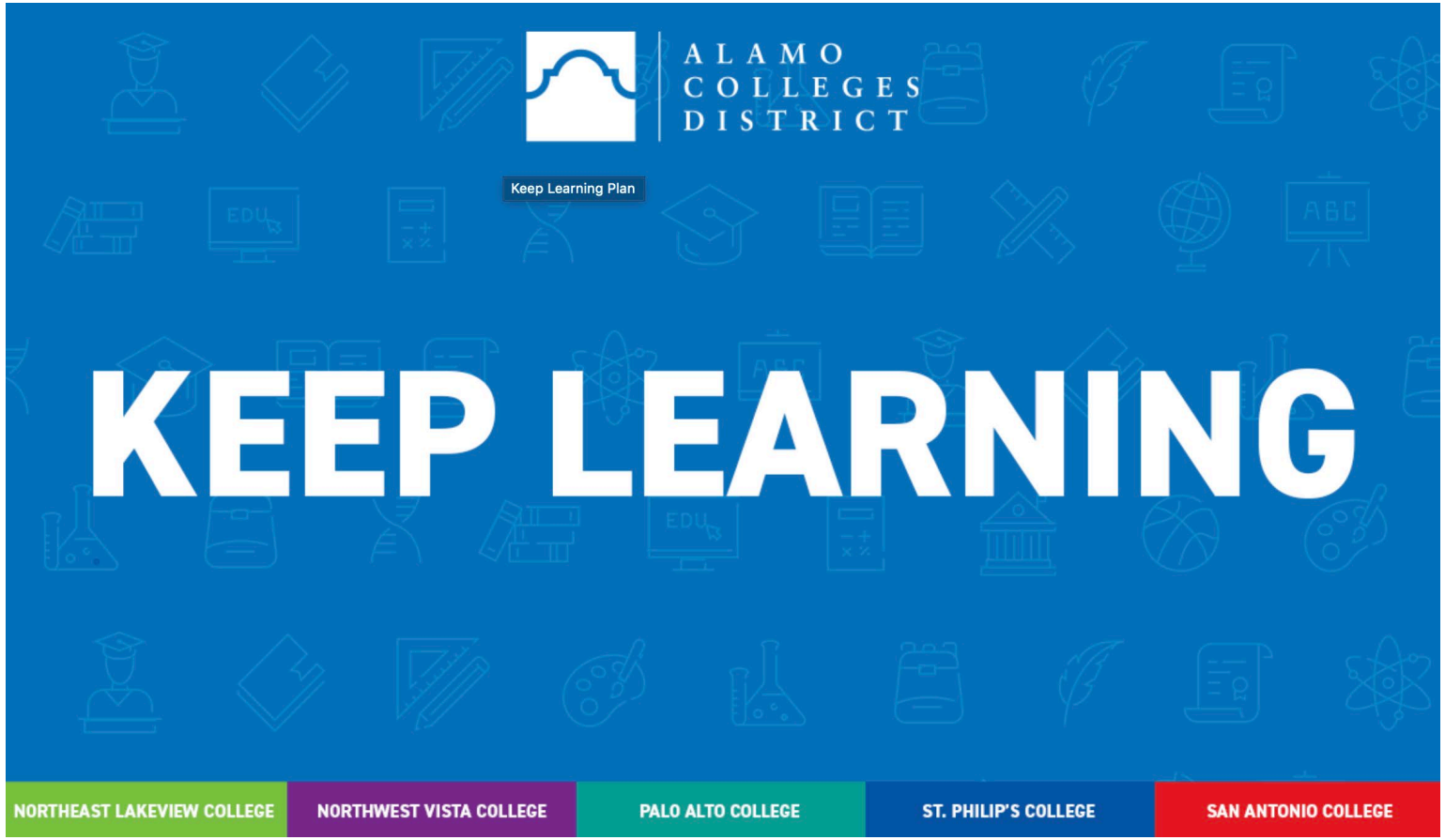
GUIDES AND PLANS FOR SAFE RETURN

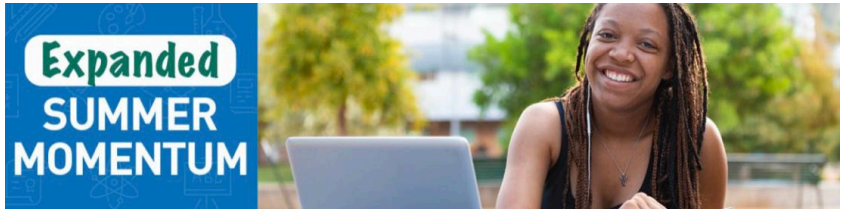






SUPPORTING OUR STUDENTS – NO MATTER WHAT!







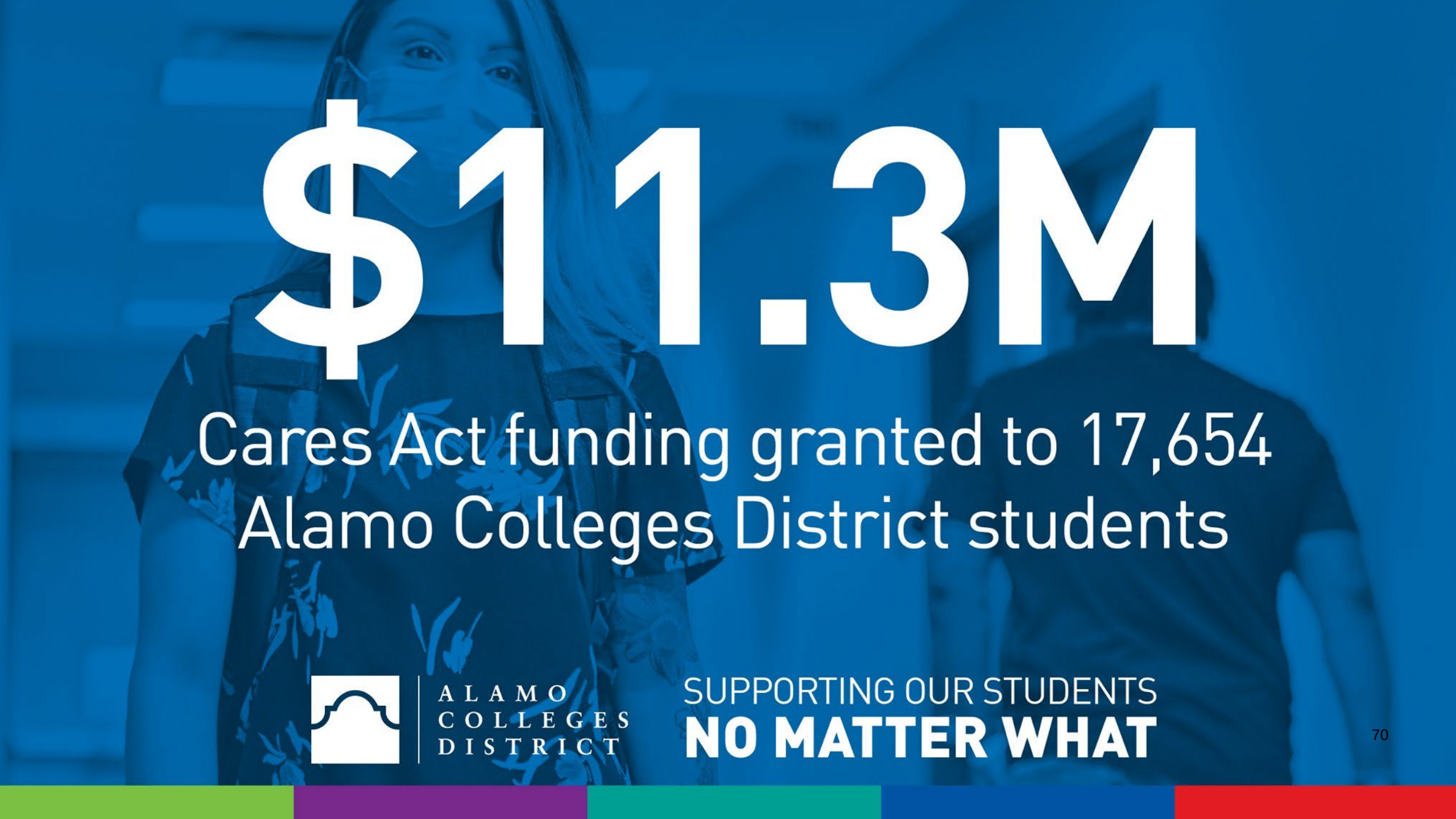


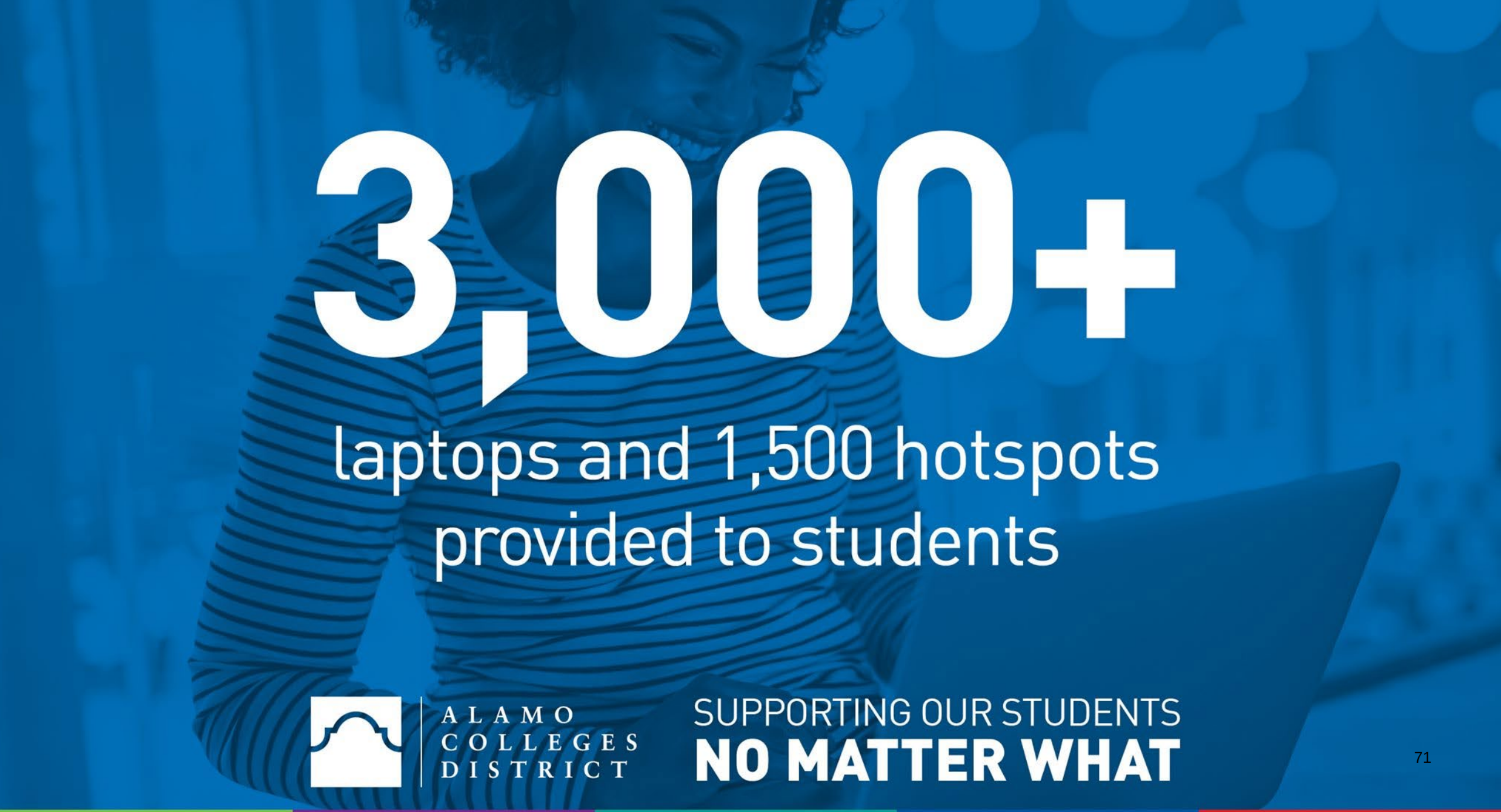


SUPPORTING OUR STUDENTS – NO MATTER WHAT!

- **CLEAN SLATE**
  - Allowed students with outstanding balances of less than $500 to re-enroll and receive scholarship once an additional 6 SCH have been completed.
  - $2.5M
- **EXPANDED SUMMER MOMENTUM PROGRAM**
  - Summer scholarship for spring 2020 continuing students with GPA of 2.0+
  - Also includes AlamoPROMISE summer bridge
  - $5.9M
- **$1 PAYMENT PLAN**
  - Lower fee for students on a payment plan (normally $25) to $1
  - $332K
- **NO COST TESTING**
  - Waive testing fees from May 1, 2020 – June 20, 2020
  - $130K

RE-ALLOCATED $9.0M OF OPERATING BUDGET TO SUPPORT STUDENTS


$11.3M
Cares Act funding granted to 17,654
Alamo Colleges District students
ALAMO
COLLEGES
DISTRICT
SUPPORTING OUR STUDENTS
NO MATTER WHAT


3,000+
laptops and 1,500 hotspots
provided to students
ALAMO
COLLEGES
DISTRICT
SUPPORTING OUR STUDENTS
NO MATTER WHAT


10,412
households and 1,494 students
served by our food pantries
ALAMO
COLLEGES
DISTRICT
SUPPORTING OUR STUDENTS
NO MATTER WHAT

SUPPORTING OUR STUDENTS – NO MATTER WHAT!

$9M of operating budget re-purposed to keep students in school

$11.3M in federal aid (CARES) directly to support students

Technology Support → laptops and Wi-Fi hot spots

Campus food pantries served students & their families

Consolidated Appropriations Act of 2021 (H.R. 133)

- Signed by the President on December 27, 2020

- Includes annual federal appropriations along with COVID relief funds

- **Coronavirus Response and Relief Supplemental Appropriations (CRRSA)**
  - $900 billion in federal aid for schools, hospitals, broadband and other programs
  - **Added funds to the Education Stabilization Fund**
    - $81.88 billion (overall funding for K-12 and higher ed)

- **Higher Education Emergency Relief Fund (HEERF)**
  - $22.7 billion for higher education
    - $20.2 billion for non-profit colleges
    - $1.7 billion for HBCUs, HSIs, MSIs, and tribal colleges
    - $113 million for IHEs with greatest unmet need (FIPSE)
    - $680 million for financial aid to students attending for-profit colleges

- **Governors Emergency Education Relief Fund (GEERF)**
  - $4.1 billion
    - Split between private schools and additional funding for public and higher ed

FALL 2020 ENROLLMENT STRONG IN LIGHT OF COVID

FALL ENROLLMENT	Certified Fall 2019	Preliminary Fall 2020	Change	Percent Change
50 Community Colleges	750,389	687,401	-62,988	-8.4%
Source: THECB				
National Average				-9.4%
ACD Peer Comparison *	***436,057***	***407,074***	***-28,983***	***-6.6%***
Lone Star	78,452	70,738	-7,714	-9.8%
Dallas County	82,246	69,210	-13,036	-15.9%
Alamo	**67,774**	**68,319**	**545**	**0.8%**
Tarrant County	54,378	57,856	3,478	6.4%
Houston	47,697	37,676	-10,021	-21.0%
Austin	38,730	36,898	-1,832	-4.7%
Collin County	34,328	35,537	1,209	3.5%
San Jacinto	32,452	30,840	-1,612	-5.0%

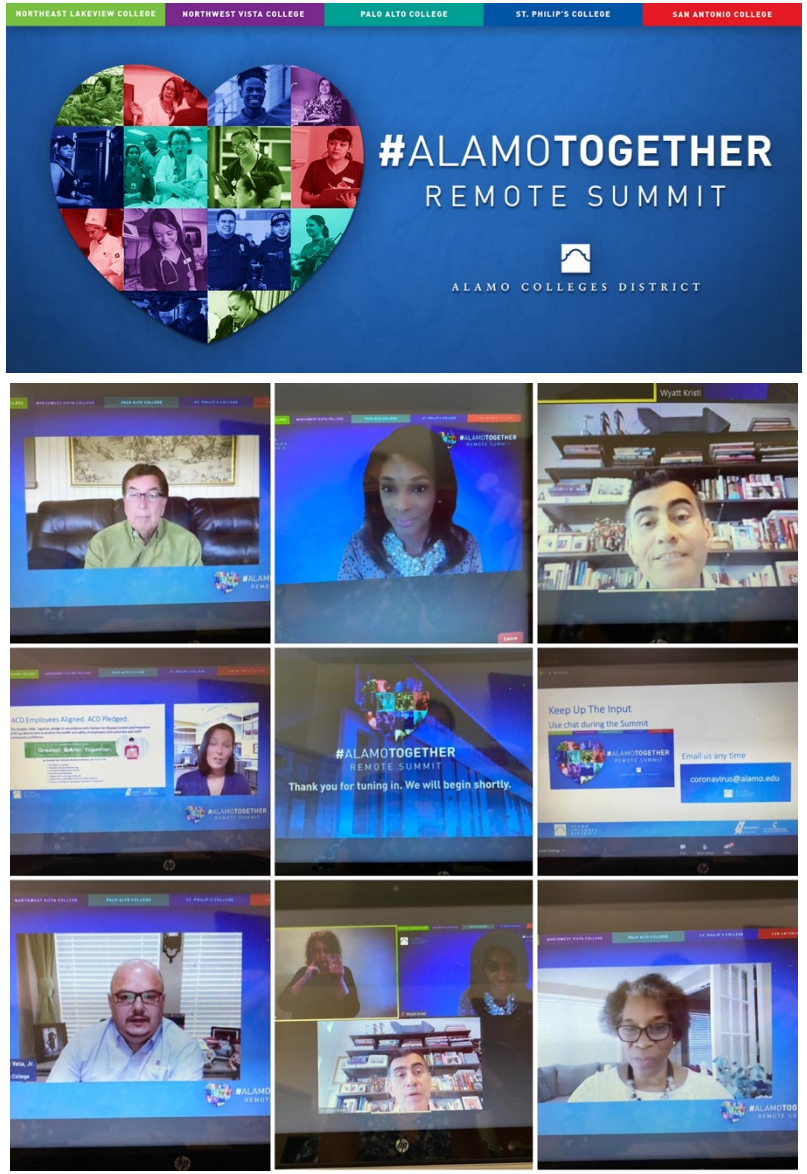
** Sorted by Preliminary Fall 2020*

Freshman Enrollment

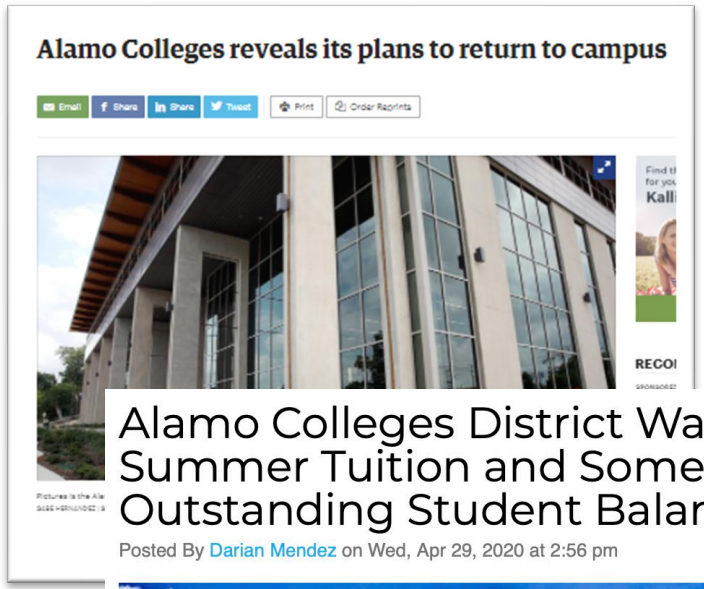
Institution	% Change
Nationally	
Community Colleges	**-22.7%**
All Colleges & Universities	**-16.1%**
Alamo Colleges	
Freshman Students (FTIC)	**-8.5%**
Continuing Students *	**7.0%**

EMPLOYEE SUPPORT

- #AlamoTogether Summits
- Families Helping Families Fund
- Employee Rounding to 13,500 individuals
- COVID Updates
- Alamo Accolades
- Vacation Sellback/Rollover
- Remote Work Tech Allowances
- Enhanced Employee Assistance Programs



MEDIA COVERAGE


Alamo Colleges reveals its plans to return to campus

Email Share Share Tweet Print Order Reprints

Alamo Colleges District Waives Summer Tuition and Some Outstanding Student Balances

Posted By Darian Mendez on Wed, Apr 29, 2020 at 2:56 pm



Twitter / AlamoColleges1


Alamo Colleges offers aid to students struggling to make end meet

The school system's COVID-19 Student Impact Fund has given out thousands of dollars in aid to students enrolled


Mayor and supporters launch workforce development program

Vincent T. Davis | Sep. 28, 2020 | Updated: Sep. 28, 2020 6:59 p.m.

Mayor Ron Nirenberg (left) and Bexar County Judge Nelson Wolff give the daily city-county briefing on the latest coronavirus numbers. The briefings have increased Nirenberg's profile and could help him win voter approval of his economic recovery plan in November.

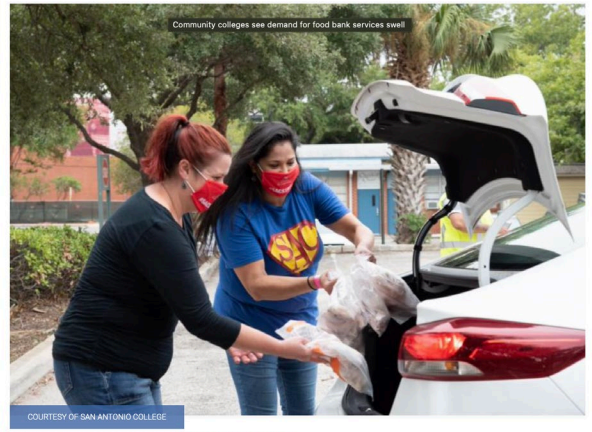
#News #Coronavirus

Greater Need for Food at Community Colleges

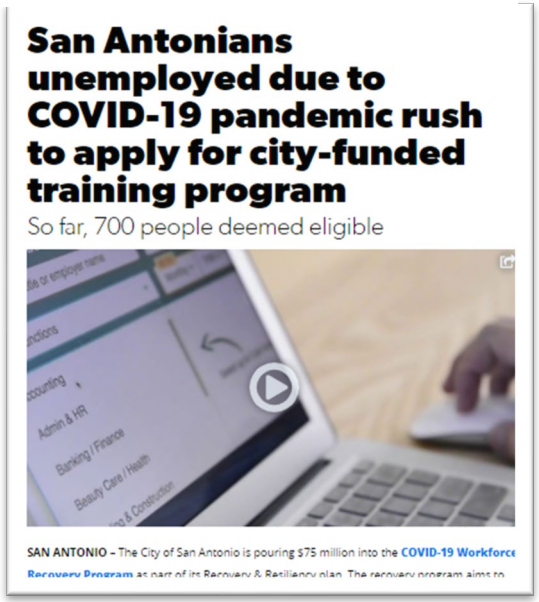
Many advocates argue that the COVID-19 pandemic has hit community colleges, and their students, the hardest. Colleges are struggling to meet greater demands for basic needs.

By Madeline St. Amour

// January 7, 2021



Volunteers at San Antonio College load bags of food into a student's trunk.


San Antonians unemployed due to COVID-19 pandemic rush to apply for city-funded training program

So far, 700 people deemed eligible

SAN ANTONIO – The City of San Antonio is pouring $75 million into the COVID-19 Workforce Recovery Program as part of its Recovery & Resiliency plan. The recovery program aims to

SAN ANTONIO BUSINESS JOURNAL

Resilience in Business Awards





Questions?

Legislative Report – January 26, 2021

Thank you to our city and county leaders

- As we have done since March 2020, we continue to ask our Alamo Colleges District family to follow the health and safety guidance provided by our local leaders as they communicate what's best for San Antonio and Bexar County residents.

Staying connected with elected officials, agency heads, and partner organizations

Remaining connected with our elected officials, agency leaders and community remains critical as we enter a new year and the start of a new state and congressional session.

- Our AlamoPROMISE and Communications team met with Bexar County Commissioners Tommy Calvert and Justin Rodriguez to discuss updates and funding opportunities for the program. Plans to meet with our newest commissioners are underway.

- Dr. Flores provided remarks at the December Bexar County Commissioner's Court supporting their allocation of funds to AlamoPROMISE.

- Dr. Flores and team met with Senator Donna Campbell to discuss funding priorities for the Alamo Colleges in the 87th Legislative Session.

- The team continues to participate in meetings and calls with partners to include: TACC, COSA, Bexar County, and area Chambers of Commerce.

Texas Legislative Session

As an update from the presentation provided on January 19, 2021, below is a list of the committee assignments for our ACD delegation:

- **Senator Dawn Buckingham**: Nominations (Chair); Administration; Finance; Health & Human Services; Redistricting
- **Senator Donna Campbell**: Veterans Affairs & Border Security (Chair); Finance; Business & Commerce; Health & Human Services; State Affairs; Redistricting
- **Senator José Menéndez**: Local Government (Vice Chair); Administration; Business & Commerce; Education; Redistricting
- **Senator Roland Gutierrez**: Local Government; Veterans Affairs & Border Security; Water, Agriculture & Rural Affairs
- **Senator Judith Zaffirini**: Natural Resources & Economic Development (Vice Chair); Higher Education; Local Government; State Affairs

House Committee assignments will be released the last week of January or in the first weeks of February 2021.

Key Policy Events in 2021

- Reminder that the national legislative conference with AACC and ACCT will be virtual this year the week of February 8th. Meetings will be scheduled for attendees with our ACD Congressional members and agency leaders.

- TACC/CATT has moved to a virtual community college week for the 87th Legislative Session. More details to come but please plan for virtual events the week of March 1, 2021. As with the national conference, we will schedule meetings with ACD legislative members and agency leaders.

- The San Antonio Area Chambers' VIVA San Antonio will be held virtually on March 2-4, 2021.

Discussion and Possible Action on Approval of Revision of E.2.1 (Policy) Accreditation and Substantive Change

Presented to the Board Acting as Committee of the Whole on January 19, 2021 and now presented to Board for approval on January 26, 2021.

MINUTE ORDER

"The Board hereby approves the revisions to Alamo Colleges Policy E.2.1 (Policy) Accreditation and Substantive Change."

PURPOSE

The purpose of this action is to obtain approval for recommended revisions to Board Policy E.2.1 – Accreditation and Substantive Change.

BACKGROUND

Northeast Lakeview College, Northwest Vista College, Palo Alto College, San Antonio College, and St. Philip's College are colleges individually accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). The U.S. Department of Education recognizes SACSCOC as an agency whose accreditation enables its members to seek eligibility to participate in Title IV programs.

The *SACSCOC Substantive Change Policy* requires each accredited institution to have a written substantive change policy and procedure. Policy E.2.1 allows each college to comply with this policy requirement. Revisions are being recommended to Policy E.2.1 to bring to policy into alignment with revisions recently published to the *SACSCOC Substantive Change Policy*.

IMPLICATIONS

Financial: None
Strategic Plan: Goal I Student Success; Goal III Performance Excellence
Employee Services: None
ATTACHMENTS: 1 – Proposed redlined Policy E.2.1

_____

Dr. Mike Flores
Chancellor

E.2.1 (Policy) Accreditation and Substantive Change
Responsible Department: Vice Chancellor for Academic Success
Board Adoption: 10-22-13
Last Board Action: 10-22-13

Accreditation

Each of the Alamo Colleges shall be members of and accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). The U.S. Department of Education recognizes SACSCOC as an agency whose accreditation enables its members to seek eligibility to participate in Title IV programs.

Accredited institutions periodically conduct internal reviews involving their administrative officers, staffs, faculties, students, trustees, and others appropriate to the process. The internal review allows an institution to consider its effectiveness in achieving its stated mission, its compliance with the Commission's accreditation requirements, its efforts in enhancing the quality of student learning and the quality of programs and services offered to its constituencies, and its success in accomplishing its mission. The Chancellor and Presidents at each college are the individuals responsible for ensuring that this policy is implemented. Ownership of compliance with the *Principles of Accreditation: Foundation for Quality Enhancement* of SACSCOC rests with each College President. The College President will inform the Chancellor of any anticipated actions to be taken regarding accreditation requirements. ~~It is the responsibility of the Vice Chancellors and Presidents to ensure consisteney among the Colleges.~~

Substantive Change

SACSCOC has an obligation to the U.S. Department of Education to review and approve changes of a substantive nature initiated by its member institutions between decennial reviews. ~~As required by the SACSCOC, the Colleges are required to notify the Commission of changes in accordance with the substantive change policy, and when required, seek approved prior to the initiation of changes.~~

The purpose of this policy is to establish institutional procedures for recognizing and approving substantive change and ensuring timely notification to, ~~–~~and required prior approval ~~to~~ from SACSCO~~C~~. The Chancellor and Presidents are the individuals responsible for ensuring that this policy is implemented. The College Presidents and Vice-Chancellors will inform the Chancellor of any anticipated actions to be taken regarding accreditation requirements.

A substantive change is a significant modification or expansion of the nature and scope of an accredited institution. Substantive change includes high-impact, high-risk changes and changes that can impact the quality of educational programs and services.

Institutional Obligations

- As a member institution; each of the Alamo Colleges are required to notify SACSCOC of changes in accordance with the substantive change policy and, when required, seek approval prior to the initiation of changes.
- Each of the Alamo Colleges are required to have ~~a policy and~~ written procedure~~s~~ to ensure that all substantive changes are reported to the Commission in a timely manner ~~fashion.~~ This procedure must be approved through institutional processes and published in institutional documents accessible to those affected and to the public.

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E.2.1 (Policy) Accreditation and Substantive Change
Responsible Department: Vice Chancellor for Academic Success
Board Adoption: 10-22-13
Last Board Action: 10-22-13

Non-compliance with Reporting Requirements

~~"If an institution fails to follow this substantive change policy and its procedures, the accreditation of the institution may be placed in jeopardy, the institution's case may be referred to the Commission for the imposition of sanctions, or the institution may lose its Title IV funding or be required by the U.S. Department of Education to reimburse it for money received by the institution for unreported substantive changes."~~

If an institution is non-compliant with Substantive Change Policy and Procedures or Standard 14.2, its accreditation may be in jeopardy. An unreported substantive change may require a review of the institution's substantive change policy and procedures document by the SACSCOC Board of Trustees. Non-compliance subjects the institution to monitoring, sanction, or removal from membership. Failure to secure approval, if required, of a substantive change involving programs or locations that qualify for title IV federal funding may place the institution in jeopardy with the U.S. Department of Education, including reimbursement of funds received related to an unreported substantive change.

E.2.1 (Policy) Accreditation and Substantive Change
Responsible Department: Vice Chancellor for Academic Success
Board Adoption: 10-22-13
Last Board Action: 10-22-13

Reference:
SACS Principles of Accreditation 3.12.1 – Substantive Change

Discussion and Possible Action by the Board of Trustees for consideration and approval of a Resolution authorizing the issuance of obligations designated as "Alamo Community College District Maintenance Tax Refunding Bonds, Series 2021"; levying a continuing direct annual ad valorem tax, within the limitations prescribed by law, for the payment of the bonds; providing the terms and conditions of said obligations, and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said obligations, including the approval and distribution of an Official Statement pertaining thereto; authorizing the execution of a Paying Agent/Registrar Agreement and a Purchase Contract; complying with the Letter of Representations on file with the Depository Trust Company; delegating the authority to certain members of the Board of Trustees and District Staff to execute certain documents relating to the sale of the Bonds; and providing an effective date.

Presented to the Board Acting as Committee of the Whole on January 19, 2021 and now presented to the Board for approval on January 26, 2021.

MINUTE ORDER

"The Alamo Colleges Board of Trustees hereby adopts the attached Resolution authorizing the issuance of obligations designated as "Alamo Community College Maintenance Tax Refunding Bonds, Series 2021"; levying a continuing direct annual ad valorem tax, within the limitations prescribed by law; providing the terms and conditions of said obligations, and resolving other matters incident and relating to the issuance, payment, sale and delivery of said obligations, including the approval and distribution of an Official Statement pertaining thereto; authorizing the execution of a Paying Agent/Registrar Agreement and a Purchase Contract; complying with the requirements of the Letter of Representations on file with the Depository Trust Company; delegating the authority to certain members of the Board of Trustees and District Staff to execute certain documents relating to the sale of the Bonds; and providing an effective date".

PURPOSE

The purpose of this action is to obtain Board authorization of the Resolution authorizing the issuance of "Alamo Community College District Maintenance Tax Refunding Bonds, Series 2021".

BACKGROUND

The purpose of this refunding is to reduce the outstanding debt, debt service payments and obtain net present value benefits pursuant to the Debt Management Policy. It has been identified that refunding $26,095,000 in currently outstanding obligations from the Series 2011 Maintenance Tax Notes, representing maturities from 2022 to 2031, will generate a net present value benefit to the District of approximately $5.7 million and lower the par amount of debt outstanding.

IMPLICATIONS

Financial: Cost savings and debt reduction
Strategic Plan: Goal III Performance Excellence
Human Resources: None
ATTACHMENTS: Exhibit A: Resolution
Exhibit B: Motion Language

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2021.01.13 08:07:55 -06'00'

Pamela K. Ansboury, CPA, M.Ed Date
Associate Vice Chancellor of Finance and Fiscal Services

Diane E. Snyder, CPA, Ph.D. Date
Vice Chancellor for Finance and Administration

Dr. Mike Flores Date
Chancellor

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE ALAMO COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF "ALAMO COMMUNITY COLLEGE DISTRICT MAINTENANCE TAX REFUNDING BONDS, SERIES 2021"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN ESCROW DEPOSIT LETTER, AND SALE DOCUMENTATION; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE BOARD OF TRUSTEES AND DISTRICT STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Board* or *Governing Body*) of the Alamo Community College District (the *District* or the *Issuer*) has heretofore issued, sold, and delivered, and there is currently outstanding obligations, payable from the District's maintenance and operations ad valorem taxes, in the aggregate original principal amount of $26,095,000, being the obligations disclosed on Schedule I attached hereto and incorporated by reference for all purposes to this resolution (the *Refunded Obligations*); and

WHEREAS, pursuant to the provisions of Chapter 1207, as amended, Texas Government Code (*Chapter 1207*), Chapter 1371, as amended, Texas Government Code (*Chapter 1371*), and Section 130.122, as amended, Texas Education Code (*Section 130.122* or *Chapter 130* and, collectively with Chapter 1207 and Chapter 1371, the *Act*), the Board is authorized to issue refunding bonds and deposit the proceeds of sale directly with any designated escrow agent for the Refunded Obligations, and such deposit, when made in accordance with Chapter 1207, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the stated maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose and may not be included in or considered to be an indebtedness of the District for the purpose of a limitation on outstanding indebtedness or taxation or for any other purpose; and

WHEREAS, Chapter 1207 permits that the deposit of the proceeds from the sale of the refunding bonds be deposited directly with any designated escrow agent for the Refunded Obligations which is not the depository bank of the District; and

WHEREAS, BOKF, NA, Dallas, Texas currently serves as the paying agent/registrar for the Refunded Obligations; and

_____, _____, _____, which is not a depository bank of the District, will serve as the Escrow Agent (hereinafter defined) and Paying Agent/Registrar (hereinafter defined) for the Bonds; and

WHEREAS, the Board hereby finds and determines that the Refunded Obligations are scheduled to mature, or are subject to being redeemed, not more than twenty (20) years from the date of the refunding bonds herein authorized to restructure the District's debt service and such refunding will result in a gross savings of $_____ and a net present value savings of $_____ (_____%); taking into account a District cash contribution of $_____; and

WHEREAS, the Board hereby finds and determines that, pursuant to applicable Texas law, the delegation to the Authorized Officials with the authority to execute the Approval Certificate (a form of which is attached hereto as Schedule II) to approve the final terms of the Bonds as set forth in the Approval Certificate is in the best interest of the District; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of the Bonds is in the best interests of the residents of the District; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ALAMO COMMUNITY COLLEGE DISTRICT THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose – Bond Date. The Bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of $_____ to be designated and bear the title "ALAMO COMMUNITY COLLEGE DISTRICT MAINTENANCE TAX REFUNDING BONDS, SERIES 2021", for the purpose of providing funds for (i) the discharge and final payment of certain obligations of the District (identified in the preamble hereof and referred to as the Refunded Obligations) for debt service savings, and (ii) paying the costs and expenses of issuance of the Bonds pursuant to the authority conferred by and in conformity with the laws of the State of Texas, including the Act. The Bonds shall be dated _____ __, 2021 (the *Bond Date*) and interest shall accrue as provided in Section 2 hereof.

As authorized by Chapter 1371 and Chapter 1207, the Chair of the Board, the Secretary of the Board, the Chancellor, Vice Chancellor for Finance and Administration, and/or the Associate Vice Chancellor for Finance and Fiscal Services (each of the foregoing, individually, an *Authorized Official*) are hereby authorized, appointed, and designated as the officials of the District authorized to individually act on behalf of the District in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Resolution, including approval of the aggregate principal amount of each maturity of the Bonds, the redemption provisions therefor, the rate of interest to be borne on the principal amount of each such maturity, identifying the Bond Date, the selection of the bond insurance company, if any, the selection of the Paying

Agent/Registrar and Escrow Agent, and selection of the Purchasers (defined herein). Each Authorized Official, acting for and on behalf of the District, is authorized to execute the Approval Certificate attached hereto as Schedule II. The Bonds shall be issued in the principal amount not to exceed $26,095,000; the maximum maturity of the Bonds will be February 15, 2031; the net effective per annum interest rate (federal arbitrage yield) shall not exceed a rate greater than 6.50% per annum calculated in a manner consistent with the provisions of Chapter 1204, as amended, Texas Government Code; and the net present value savings shall be at least 3.00%, taking into account costs of issuance and any District cash contribution to the refunding. The execution of the Approval Certificate shall evidence the sale date of the Bonds by the District to the Purchasers in accordance with the provisions of Chapter 1371 and Chapter 1207. It is further provided, however, that notwithstanding the foregoing provisions, no Bonds shall be delivered unless prior to delivery, the Bonds shall have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371. Upon execution of the Approval Certificate, Bond Counsel is authorized to complete this Resolution to reflect such final terms applicable to the Bonds.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations, without coupons, and shall be issued in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity or prior redemption), shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on February 15 in each of the years as described below (the *Stated Maturities*) and in amounts and bear interest at the rates per annum in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts ($)	Interest Rates (%)
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		

The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about _____ __, 2021), or from the most recent Interest Payment Date to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing on August 15, 2021 (the *Interest Payment Date*).

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption, or otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holders*), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of _____, _____, _____ (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the District agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, (ii) an association or a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The District reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the District agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined) for purposes of paying interest on the Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Bonds or at the Bonds' Stated Maturity. The District and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each Interest Payment Date for the Bonds) and shall be paid (i) by check sent by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the

Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption. The Bonds stated to mature on February 15, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in each of the years as set forth below:

Term Bonds
Stated to Mature
on February 15, 20__

Year	Principal Amount ($)

*Payable at Stated Maturity

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the

Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the District, on February 15, 20__ or on any date thereafter, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the District shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the District to exercise the right to redeem the Bonds shall be entered in the minutes of the governing body of the District.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by $5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States Mail, first-class postage prepaid, in the name of the District and at the District's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bond (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Bonds shall not be deemed to be Outstanding.

F. Transfer/Exchange of Bonds. Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to partial redemption.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the District of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the District to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay, and entitled to the same benefits under this Resolution, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 15 of this Resolution in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: Execution - Registration. The Bonds shall be executed on behalf of the District by the Chair of the Governing Body under its seal reproduced or impressed thereon and attested by the Secretary of the Governing Body. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the Bond Date shall be deemed to be duly executed on behalf of the District, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 7: Initial Bonds. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of $_____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bonds*), and the Initial Bonds shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 16 hereof. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bonds, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bonds delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set

forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (as hereinafter referenced)) thereon as may, consistent herewith, be established by the District or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bonds submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Bonds.

REGISTERED PRINCIPAL
REGISTERED AMOUNT
NO. R-___ $_____

United States of America
State of Texas
County of Bexar
ALAMO COMMUNITY COLLEGE DISTRICT
MAINTENANCE TAX REFUNDING BONDS,
SERIES 2021

Bond Date:	Stated Maturity:	Interest Rate:	CUSIP No.
_____ __, 2021			

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The Alamo Community College District (the *District*), a body corporate and political subdivision in the County of Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Closing Date (anticipated to occur on or about _____ __, 2021), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year (the *Interest Payment Date*), commencing on August 15, 2021.

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (the *Bonds*) pursuant to a resolution adopted by the Board of Trustees of the District (the *Resolution*) for the purpose of providing funds for (i) the discharge and final payment of the Refunded Obligations for debt service savings, and (ii) paying the costs and expenses of issuing the Bonds, under and in strict conformity with the laws of the State of Texas, including Chapter 130, as amended, Texas Education Code, and Chapters 1207 and 1371, as amended, Texas Government Code.

The Bonds are payable from the proceeds of the District's maintenance and operations ad valorem tax levied, within the limitations prescribed by law, upon all taxable property within the District.

As specified in the Resolution, the Bonds stated to mature on February 15, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in each of the years as set forth below:

Term Bonds
Stated to Mature
on February 15, 20__

Year	Principal Amount ($)

*Payable at Stated Maturity

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Resolution, the Bonds stated to mature on and after February 15, 20__ may be redeemed prior to their Stated Maturities, at the option of the District, on February 15, 20__ or on any date thereafter, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying

Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond is subject to prior redemption and is of a denomination in excess of $5,000, portions of the principal sum hereof in installments of $5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Resolution.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the District or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

Reference is hereby made to the Resolution, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Resolution.

This Bond, subject to certain limitations contained in the Resolution, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate of remaining principal amount will be issued to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on

any date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date*--which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the District is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Resolution; that the Bonds do not exceed any Constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a maintenance and operations tax as aforestated. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under its official seal.

ALAMO COMMUNITY COLLEGE DISTRICT

_____
Chair, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

(DISTRICT SEAL)

[The remainder of this page intentionally left blank.]

C. *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF	§	
PUBLIC ACCOUNTS	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. *Form of Registration Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Resolution; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____, _____, _____,
as Paying Agent/Registrar

_____ By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

_____

(Social Security or other identifying number): _____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

_____

[The remainder of this page intentionally left blank.]

F. The Initial Bonds shall be in the form set forth in paragraph B of this Section, except as follows:

[Form of Initial Bond]

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED PRINCIPAL
REGISTERED AMOUNT
NO. T-1 $_____

United States of America
State of Texas
County of Bexar
ALAMO COMMUNITY COLLEGE DISTRICT
MAINTENANCE TAX REFUNDING BONDS, SERIES 2021

Bond Date:	Stated Maturity	Interest Rate:	CUSIP No.
_____ __, 2021	As Shown Below	As Shown Below	

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The Alamo Community College District (the *District*), a body corporate and political subdivision in the County of Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the fifteenth day of February in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts ($)	Interest Rates (%)

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about _____ __, 2021), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year (the *Interest Payment Date*), commencing on August 15, 2021.

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity or prior redemption, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the corporate trust office of _____, _____, _____ (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the

Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legends. If bond insurance is obtained by the Purchasers, the Definitive Bonds and the Initial Bonds shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE]

SECTION 9: Definitions. For all purposes of this Resolution (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 20 and 38 of this Resolution have the meanings assigned to them in Sections 20 and 38 of this Resolution, and all such terms, include the plural as well as the singular; (ii) all references in this Resolution to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Resolution as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the Chair of the Board, the Secretary of the Board, the Chancellor, Vice Chancellor for Finance and Administration, and/or the Associate Vice Chancellor for Finance and Fiscal Services.

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Bonds in exchange for the payment of the agreed purchase price for the Bonds.

C. The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

D. The term *Holder* or *Holders* shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

E. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being February 15 and August 15 in each year, commencing on August 15, 2021, while any of the Bonds remain Outstanding.

F. The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Resolution, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the District in accordance with the provisions of Section 19 of this Resolution; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 15 of this Resolution.

G. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 16 of this Resolution.

H. [The term *Series 2021 Bonds* shall mean the Alamo Community College District Limited Tax Bonds, Series 2021, dated _____ __, 2021.]

I. The term *Resolution* shall mean this resolution adopted by the Governing Body on the date hereof.

J. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on February 15 of each year as set forth in Section 2 of this Resolution.

SECTION 10: Bond Fund — Investments. For the purpose of paying the principal of and interest on the Bonds, at the earlier of redemption or Stated Maturity, there shall be and is hereby created a special Fund to be designated "SERIES 2021 ALAMO COMMUNITY COLLEGE DISTRICT MAINTENANCE TAX REFUNDING BONDS INTEREST AND SINKING FUND" (the *Bond Fund*), which Fund shall be kept and maintained at the District's depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 20. Authorized Officials of the District are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Bonds.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Resolution may, at the option of the District, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Resolution shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes — Surplus Bond Proceeds. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a maintenance and operations ad valorem tax on all taxable property in the District, within the limitations prescribed by law, sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars valuation of taxable property in the District for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding; full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited into the Bond Fund; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Accrued interest on the Bonds, if any, received from the Purchasers of the Bonds, along with any taxes collected after the Closing Date pertaining to the Refunded Obligations, shall be deposited into the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income therefrom, not expended for authorized purposes shall be deposited into the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security of Funds. All money on deposit in the fund for which this Resolution makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such fund shall be used only for the purposes permitted by this Resolution.

SECTION 13: Notices to Holders-Waiver. Wherever this Resolution provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 14: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the District.

SECTION 15: Mutilated - Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the District and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the District and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the District or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the District shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the District may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the District, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall

be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 16: Sale of Bonds — Approval of Purchase Contract — Official Statement Approval. The Bonds authorized by this Resolution are hereby sold by the District to _____, _____, _____, as the authorized representative of a group of underwriters (the *Purchasers*) having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase Contract (the *Purchase Contract*), dated _____ __, 2021, attached hereto as Exhibit B and incorporated herein by reference as a part of this Resolution for all purposes. The Initial Bonds shall be registered in the name of _____. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Governing Body. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the District and as the act and deed of this Governing Body, and in regard to the approval and execution of the Purchase Contract, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the District contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the District. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of the Purchase Contract.

Furthermore, the District hereby ratifies, confirms, and approves in all respects (i) the District's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale, attached as Exhibit A to the Purchase Contract (together with such changes approved by any Authorized Official, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated _____ __, 2021, in the reoffering, sale and delivery of the Bonds to the public. The Chair and Secretary of the Governing Body are further authorized and directed to manually execute and deliver for and on behalf of the District copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Proceeds from the sale of the Bonds shall be applied as follows:

A. The District received a [net] reoffering premium from the sale of the Bonds of $_____, which is hereby allocated by the District in the following manner: (1) $_____ to pay the Purchasers' compensation, (2) $_____ to pay certain costs of issuance, (3) $_____ as the contingency amount, and (4) $_____ shall be deposited into the Escrow Fund (defined below) to provide for the refunding of the Refunded Obligations.

B. The balance of the proceeds derived from the sale of the Bonds, being principal of the Bonds in the amount of $_____ and a portion of the [net] reoffering premium in the amount of $_____, together with a District contribution of $_____, shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance or deposited in the Bond Fund for the Bonds, all in accordance with written instructions an Authorized Official.

SECTION 17: Escrow Deposit Letter Approval and Execution. The Escrow Deposit Letter dated as of January 26, 2021 (the *Agreement*) by and between the District and _____, _____, _____ (the *Escrow Agent*), attached hereto as Exhibit C and incorporated herein by reference as a part of this Resolution for all purposes, is hereby approved as to form and content, and such Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the District, is hereby authorized to be executed by any Authorized Official for and on behalf of the District and as the act and deed of this Board of Trustees; and such Agreement as executed by said officials shall be deemed approved by the Board and constitute the Agreement herein approved.

Furthermore, any Authorized Official or any combination thereof, and Bond Counsel in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities, if any, referenced in the Agreement and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "ALAMO COMMUNITY COLLEGE DISTRICT MAINTENANCE TAX REFUNDING BONDS, SERIES 2021 ESCROW FUND" (the *Escrow Fund*), including the execution of the subscription forms, if any, for the purchase and issuance of the "United States Treasury Securities - State and Local Government Series" for deposit to the Escrow Fund; all as contemplated and provided by the provisions of Chapter 1207, this Resolution, and the Agreement.

SECTION 18: Proceeds of Sale – Contribution from District. Immediately following the delivery of the Bonds, certain proceeds of the sale along with a cash contribution from the District (less certain costs of issuance, and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance or deposited in the Bond Fund for the Bonds, all in accordance with written instructions from any Authorized Official. Amounts held in the Bond Fund for the Refunded Obligations and not used as part of the District's contribution to the Escrow Fund, if any, shall be deposited into the Bond Fund and used to pay principal on the Bonds.

SECTION 19: Redemption of Refunded Obligations. The Refunded Obligations referenced in the preamble hereof become subject to redemption prior to their stated maturities at the price of par and accrued interest to the date of redemption. The District shall give written notice to the paying agent that the Refunded Obligations have been called for redemption, and the Board of Trustees orders that such obligations are called for redemption on the redemption date set forth on Schedule I attached hereto, and such Resolution to redeem the Refunded Obligations on such date shall be irrevocable upon the delivery of the Bonds. A copy of the notice of redemption pertaining to the Refunded Obligations is attached to this Resolution as Exhibit D and is incorporated herein by reference for all purposes. The paying agent is authorized and instructed to provide notice of this redemption to the holders of the Refunded Obligations in the form and manner described in the resolution authorizing the issuance of the Refunded Obligations.

SECTION 20: Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

Closing Date means the date of the initial delivery of and payment for the Bonds.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds [has the meaning set forth in] / [means the combined yield on the Bonds and the Series 2021 Bonds, treating them as a single issue and as calculated pursuant to] Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent that it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of

such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent that it will not cause the Bonds to become "private activity bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The District shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the District shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all

cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. Bonds Not Hedge Bonds.

(1) At the time the original bonds refunded by the Bonds were issued, the District reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued.

(2) Not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Current Refunding of the Refunded Obligations. The Bonds are issued, in part, to refund the Refunded Obligations, and the Bonds will be issued, and the proceeds thereof used, within 90 days after the Closing Date for the redemption of the Refunded Obligations. In the issuance of the Bonds, the District has employed no "device" to obtain a material financial advantage (based on arbitrage), within the meaning of section 149(d)(4) of the Code, apart from savings attributable to lower interest rates. The District has complied with the covenants, representations, and warranties contained in the documents executed in connection with the issuance of the Refunded Obligations.

L. Elections. The District hereby directs and authorizes any Authorized Official, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

SECTION 21: Control and Custody of Bonds. The Chair of the Governing Body shall be and is hereby authorized to take and have charge of all necessary orders and records pending

investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bonds pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official are hereby authorized and directed to furnish and execute such documents relating to the District and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the District's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bonds to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 22: Satisfaction of Obligation of District. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the pledge of taxes levied under this Resolution and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amounts thereof at Stated Maturity, or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amounts thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In an event of defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable, the District covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 20).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds such money was deposited and is held in trust to pay shall, upon the

request of the District, be remitted to the District against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Resolution to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the District expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 23: Resolution a Contract - Amendments - Outstanding Bonds. The District acknowledges that the covenants and obligations of the District herein contained are a material inducement to the purchase of the Bonds. This Resolution shall constitute a contract with the Holders from time to time, shall be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section. The District, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 24: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the District covenants and agrees particularly that in the event the District (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Resolution, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body and other officers of the District to observe and perform any covenant, condition, or obligation prescribed in this Resolution.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 25: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, this opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of this opinion on the reverse side of each of the Bonds, with an appropriate certificate pertaining thereto executed by the facsimile signature of the Secretary of the Governing Body, is hereby approved and authorized.

SECTION 26: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 27: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 28: Benefits of Resolution. Nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, Purchasers, and the Holders.

SECTION 29: Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters herein provided.

SECTION 30: Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 31: Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 32: Severability. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other persons or circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 33: Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 34: Authorization of Paying Agent/Registrar Agreement. The Governing Body hereby finds and determines that it is in the best interest of the District to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, exchange, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated herein by reference as fully as if recopied in its entirety in this Resolution.

SECTION 35: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Resolution are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 36: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Resolution shall be given in such other manner and at such time or times as in the judgment of the District or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Resolution be deemed to be in compliance with the requirements for publication thereof.

SECTION 37: No Recourse Against District Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Resolution against any official of the District or any person executing any Bond.

SECTION 38: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) http://www.emma.msrb.org.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the Issuer's continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the Issuer for the purpose of compliance with the Rule.

B. Annual Reports.

The District shall file annually with the MSRB, (1) within six months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 16 of this Resolution, being the information described in Exhibit E hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit E hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the District commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the District must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Higher Coordinating Board within 150 days after the close of the District's fiscal year. Copies of each audit report must also be filed in the office of the District and with the Secretary, Board of Trustees. The District's fiscal records and audit reports are available for public inspection during the regular business hours of the Chancellor. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552. Thereafter, any person may obtain copies of these documents upon submission of a written request to the Chancellor at Alamo Community College District at 222 North Alamo Street, San Antonio, Texas 78215, and upon paying the reasonable copying, handling, and delivery charges for providing this information.

If the District changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The District shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material; and

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the

entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the

provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of this Section, the District shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The District information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with Federal Securities Laws.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential "underwriters" in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the District hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit G, with which the District shall follow to assure compliance with the Undertaking. The District has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the District's financial

affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the District and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 39: Book-Entry Only System.

The Bonds initially shall be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bonds described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The District and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit F (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

In the event that (a) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the District determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of Bond certificates, and the Bonds shall no longer be

restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the District may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the District, or such depository's agent or designee, and if the District and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 40: Further Procedures. The officers and employees of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, the Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the instruments authorized and approved by this Resolution necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Resolution and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's Office. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 41: District's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the District hereby consents to and authorizes any Authorized Official, Bond Counsel to the District, and/or Financial Advisor to the District to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 42: Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the Governing Body, pursuant to Chapter 1207 and Chapter 1371, and other applicable law, hereby delegates to the Chair of the Board, the Secretary of the Board, the Chancellor, Vice Chancellor

for Finance and Administration, and/or the Associate Vice Chancellor for Finance and Fiscal Services the authority to independently select the counterparty to any agreement with any paying agent/registrar, rating agency, securities depository, escrow agent, open market securities bidding agent, or any other contract that is determined by the Chair of the Board, the Secretary of the Board, the Chancellor, Vice Chancellor for Finance and Administration, and/or the Associate Vice Chancellor for Finance and Fiscal Services, the District's financial advisor, or the District's bond counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the *Ancillary Bond Contracts*) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Governing Body has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 43: Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this 26th day of January, 2021.

ALAMO COMMUNITY COLLEGE DISTRICT

_____
Chair, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

(DISTRICT SEAL)

INDEX TO SCHEDULES AND EXHIBITS

Schedule I	Table of Refunded Obligations
Schedule II	Approval Certificate
Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	Purchase Contract
Exhibit C	Escrow Deposit Letter
Exhibit D	Notice of Redemption
Exhibit E	Description of Annual Financial Information
Exhibit F	DTC Letter of Representations
Exhibit G	General Policies and Procedures Concerning Compliance with Federal Securities Laws

SCHEDULE I

Refunded Obligations

Alamo Community College District Maintenance Tax Notes, Series 2011, dated July 15, 2011, in the original principal amount of $54,795,000 and stated to mature on February 15 in each of the years 2022 through 2031 in the aggregate principal amount of $26,095,000. The redemption date for the Refunded Obligations is [June 30, 2021].

SCHEDULE II

Approval Certificate

See Tab No. __

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. __

EXHIBIT B

Purchase Contract

See Tab No. __

EXHIBIT C

Escrow Deposit Letter

See Tab No. __

EXHIBIT D

Notice of Redemption

See Tab No. __

EXHIBIT E

Description of Annual Financial Information

The following information is referred to in Section 38 of this Resolution.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The District's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the District appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

2. Tables 1 through 6 and 8 through 13 of the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT F

DTC Letter of Representations

See Tab No. __

EXHIBIT G

General Policies and Procedures Concerning Compliance with Federal Securities Laws

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 38A of the Resolution. "Bonds" refers to the Bonds that are the subject of the Resolution to which this Exhibit is attached

II. As a capital markets participant, the District is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the District's compliance with the Rule.

III. The District is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 38C of the Resolution, which provisions are a part of the Undertaking.

IV. The District is aware that "participating underwriters" (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the District is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The District now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the District's informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the District's obligations under the Rule, the advice from and discussions with the District's internal senior staff (including staff charged with administering the District's financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Chancellor (the *Compliance Officer*) shall be responsible for satisfying the District's obligations pursuant to the Undertaking through adherence to these Policies and Procedures;

2. the Compliance Officer shall establish reminder or "tickler" systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the District's information of the type described in Section 38B of the Resolution;

3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 38C of the Resolution;

4. the Compliance Officer shall work with external consultants of the District, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the District and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;

5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the District, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;

6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any District agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;

7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the District; and

8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any "participating underwriter" (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the District's internal staff identified by the Compliance Officer to assist with the District's satisfaction of the terms and provisions of the Undertaking.

EXHIBIT B

I MOVE THAT THE BOARD OF TRUSTEES ADOPT THE MINUTE ORDER ADOPTING AN ORDER AUTHORIZING THE ISSUANCE OF OBLIGATIONS DESIGNATED AS “ALAMO COMMUNITY COLLEGE DISTRICT MAINTENANCE TAX REFUNDING BONDS, SERIES 2021” PURSUANT TO A DELEGATED SALE

Debt Management

ALAMO COLLEGES DISTRICT

Tracey Sulak Bedwell, MBA, CTP
Treasurer

Malcolm Baldrige National Quality Award
2018 Award Recipient

Achieving the Dream
LEADER COLLEGE

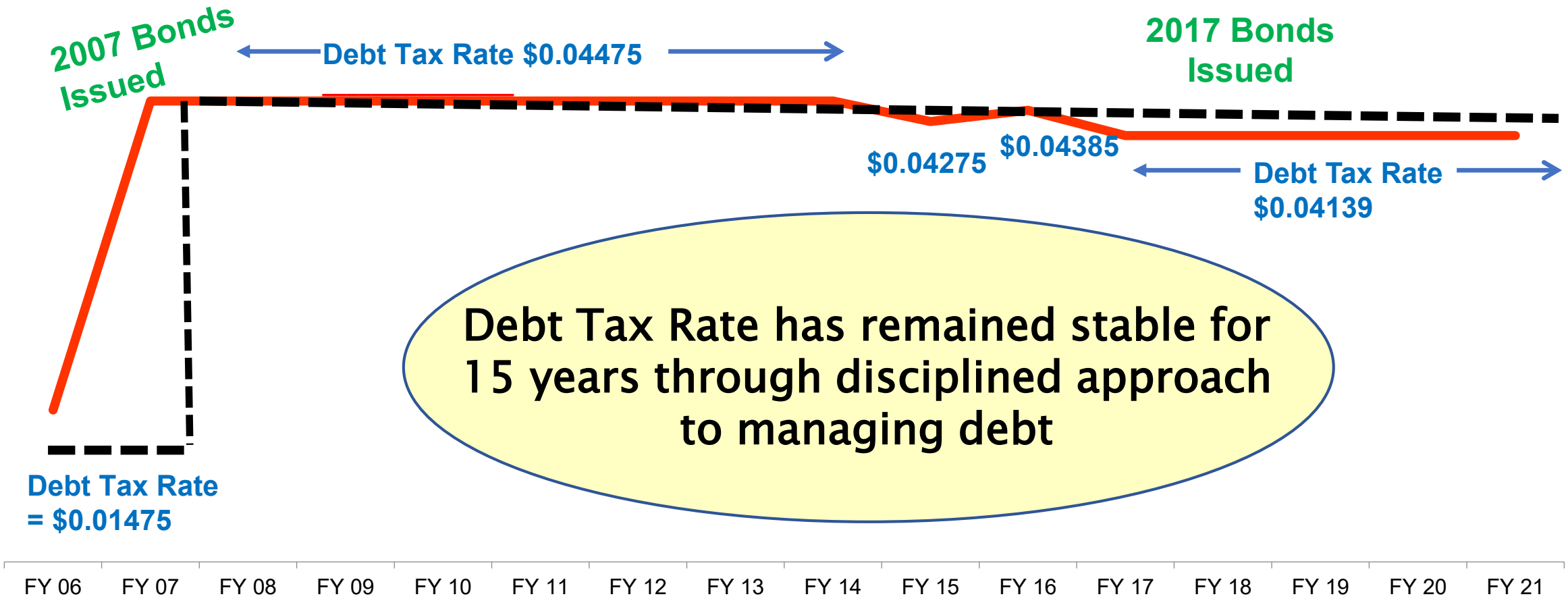
Debt Management

- Board-approved Debt Management Policy (C.3.1)
  - Not required, but is a “best practice” and viewed favorably by Rating Agencies
- Debt Management Plan
  - Approved annually by Board (May)
  - Outlines recommended actions for upcoming fiscal year

Debt Management Policy Objectives

Policy Objective	Policy Fulfilled
Minimize year-to-year tax rate fluctuations	Debt tax rate has remained stable for past 15 years
Structure earliest possible maturity of debt	Monitor market and annually review to call or refinance debt for net present value interest expense savings; created the capacity for the $450M G.O. Bond CIP and add'l $50M Maintenance Tax Notes.
Preserve or enhance the District's credit ratings	Top rating: AAA/Aaa
Assure full, complete and accurate financial disclosure and reporting compliance	Timely reporting to public information repositories, SEC disclosures, IRS arbitrage rebate filings, annual rating agency surveys, debt transparency reporting to State Comptroller

Minimize year to year fluctuations in tax rate



Preserved Our Strong Ratings

Moody's Aaa/S&P AAA



Only 3 Texas CCDs and 11 CCDs Nationally with both AAA Ratings

↓ Lower interest payments

Minimizes borrowing costs

↑ Increases ability to address facilities needs

↑ Increases benefits to Taxpayers & Students

Over past 10 years, disciplined Debt Management resulted in $101.5 Million of savings and $127 Million of additional debt capacity

Fiscal Yr.	Action	NPV Savings
FY 2011	Defeased $525K Maintenance Tax Notes	$ 395,000
FY 2012	Refunded $62.2M Revenue Bonds & $77.9M Ltd. Tax Notes	9,161,975
FY 2013	Defeased $2.9M Maintenance Tax Notes	1,246,850
FY 2014	Refunded $48.5M Maintenance Tax Notes; Defeased $2.3M Maint. Tax	10,481,450
FY 2015	Defeased $4.9M Maintenance Tax Notes	2,804,300
FY 2016	Refunded $80.8M Ltd. Tax Notes; Defeased remaining $12.8M 2007 Maint. Tax Notes	19,660,000
FY 2017	Defeased remaining $7.4M 2006 Maint. Tax Notes	1,058,200
FY 2018	Refunded $123.4M Ltd Tax Notes; Defeased $25.5 Ltd Tax Notes	35,273,825
FY 2020	Defeased $27.25M Ltd Tax Notes, including remaining 2007A Ltd Tax Notes; Defeased $7.7 million Variable Rate RFS (from sale of property)	21,442,780

May 6, 2017 Bond Issue Passes 2-1 Margin!

$450 million in General Obligation bonds to be issued in three tranches. Amounts revised due to cash flow timing:

- Tranche 1 - $173 million (issued 10/2017)
- Tranche 2 - Revised to $225 million from $169 million
- Tranche 3 - Revised to $52 million from $108 million

$50M add'l Maintenance Tax Notes for cost inflation 1/2020



WHY A BOND?

So the Alamo Colleges District can prepare to accommodate higher education needs of 1 million new area residents expected by 2035*. Funds will be used to:

- **Renovate or repurpose aging facilities** – over a third are now more than 25 years old.
- **Build new facilities** – Centers of Excellence for STEM classes, additional facilities to educate for high demand careers and more.
- **Buy land for future expansion** – to increase accessibility for all of our communities.
- **Expand tech infrastructure** – to improve learning and student support.

Executing Debt Management Plan

Debt Management Plan May 2020	January Recommended Board Action (1)	Rationale
Approved issuance of second tranche CIP early 2021 (estimated January)	Issue second tranche CIP early 2021 (estimate April/May)	Timing based on cash flow needs
	NEW: Refund Maintenance Tax Notes, Series 2011	Interest rates have remained low, bonds becoming callable-market environment for debt service savings

(1) These Resolutions are valid for one year after approval.

Issuing Second Tranche of CIP

- Current balance in construction funds
  CIP = $35.8 million
  MTN = $34.3 million
- Recommend issuing up to $225 million second tranche in the April-June time period based on spending needs
- Remaining authorization, $52 million, anticipated to be issued calendar year 2022

Refunding of 2011 Maintenance Tax Notes

- $26,095,000 Maintenance Tax Notes, Series 2011 are eligible to be called beginning February 2021
- Current issue to be replaced with new issue:
  Alamo Community College District Maintenance Tax Refunding Bonds, Series 2021
- Refunding savings of approximately $5.7 million
- Provides approximately $5 million additional debt capacity

Note: Savings based on market rates on 1-5-21 and subject to change. Savings on net present value basis.

January Board Items:

Approval of Resolutions authorizing ACD staff to:

1. Proceed with issuing second tranche General Obligation Bonds based on CIP cash flow requirements
2. Proceed with refunding of Maintenance Tax Notes, Series 2011 based on market conditions

These Resolutions are valid for one year after approval.

Appendix

Debt Management Team

- Alamo Colleges District Staff
  - Dr. Diane Snyder, CPA
  - Pamela K. Ansboury, CPA, M.Ed
  - Tracey Sulak Bedwell, CTP, MBA
- Hilltop Securities- Municipal Advisor
  - Raul Villasenor, Managing Director
  - Michelle Aragon, Director
- Norton Rose Fulbright- Bond Counsel
  - Stephanie Leibe, Partner

Thank you

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award
2018 Award Recipient

Achieving the Dream
LEADER COLLEGE

Discussion and Possible Action by the Board of Trustees for consideration and approval of a Resolution authorizing the issuance of obligations designated as "Alamo Community College District Limited Tax Bonds, Series 2021"; levying a continuing direct annual ad valorem tax, within the limitations prescribed by law, for the payment of the bonds; providing the terms and conditions of said obligations, and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said obligations, including the approval and distribution of an Official Statement pertaining thereto; authorizing the execution of a Paying Agent/Registrar Agreement and a Purchase Contract; complying with the Letter of Representations on file with the Depository Trust Company; delegating the authority to certain members of the Board of Trustees and District Staff to execute certain documents relating to the sale of the Bonds; and providing an effective date

Presented to the Board Acting as Committee of the Whole on January 19, 2021 and now presented to the Board for approval on January 26, 2021.

MINUTE ORDER

"The Alamo Colleges Board of Trustees hereby adopts the attached Resolution authorizing the issuance of obligations designated as "Alamo Community College District Limited Tax Bonds, Series 2021"; levying a continuing direct annual ad valorem tax, within the limitations prescribed by law; providing the terms and conditions of said obligations, and resolving other matters incident and relating to the issuance, payment, sale and delivery of said obligations, including the approval and distribution of an Official Statement pertaining thereto; authorizing the execution of a Paying Agent/Registrar Agreement and a Purchase Contract; complying with the requirements of the Letter of Representations on file with the Depository Trust Company; delegating the authority to certain members of the Board of Trustees and District Staff to execute certain documents relating to the sale of the Bonds; and providing an effective date."

PURPOSE

The purpose of this action is to obtain Board authorization of the Resolution authorizing the issuance of "Alamo Community College District Limited Tax Bonds, Series 2021.

BACKGROUND

The FY 2021 Debt Management Plan was approved by the Board of Trustees in May 2020. The accepted plan includes the recommendation to issue up to $225 million in new Limited Tax Bonds representing the second tranche of the May 2017 voter-authorization. These bonds would be issued in the first half of 2021 based on cash requirements. The attached Resolution authorizes this action. On August 15, 2017, the Board adopted a resolution specifying its official intent to utilize certain bond proceeds to reimburse the District for project capital expenditures which were paid from District funds prior to the date of bond issuance all in accordance with the Internal Revenue Code, as amended. This reimbursement resolution remains in effect and may be utilized in connection with the 2021 bond issuance.

IMPLICATIONS

Financial: Issue up to $225 million Limited Tax Bonds
Strategic Plan: Goal III Performance Excellence
Human Resources: None
ATTACHMENTS: Exhibit A: Resolution
Exhibit B: Motion Language

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2021.01.08 15:09:45 -06'00'

Pamela K. Ansboury, CPA, M.Ed Date
Associate Vice Chancellor of Finance and Fiscal Services

Diane E. Snyder, CPA, Ph.D. Date
Vice Chancellor for Finance and Administration

Dr. Mike Flores Date
Chancellor

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE ALAMO COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF "ALAMO COMMUNITY COLLEGE DISTRICT LIMITED TAX BONDS, SERIES 2021"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE BOARD OF TRUSTEES AND DISTRICT STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Board* or *Governing Body*) of the Alamo Community College District (the *District* or the *Issuer*) hereby finds and determines that limited tax bonds in the total principal amount of $_____ being the second installment or series of limited tax bonds approved and authorized to be issued at an election held on May 6, 2017 (the *Election*) should be issued and sold at this time (being the principal amount of $_____ and a portion of the premium of $_____); the respective authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this Resolution, and amounts remaining to be issued from such voted authorizations subsequent to the date hereof being as follows:

Authorized Purpose: Designing, constructing, renovating, improving, acquiring, and equipping new and existing facilities in the District and the purchase of the necessary sites for these facilities.

Amount Originally Authorized	Amounts Heretofore Issued	Amounts Being Issued	Premium Allocated to Voted Authorization	Amounts Remaining
$450,000,000	$173,000,000	$	$	$

WHEREAS, pursuant to Section 130.122, Texas Education Code, as amended (*Section 130.122* or *Chapter 130*), Chapter 1371, Texas Government Code, as amended (*Chapter 1371*), and the Election, the District may issue limited tax bonds as direct and general obligations,

payable from a continuing ad valorem tax, within the limits prescribed by law, on all taxable property located in the District; and

WHEREAS, the Board hereby finds and determines that, pursuant to applicable Texas law, the delegation to the Authorized Officials with the authority to execute the Approval Certificate (a form of which is attached hereto as Schedule I) to approve the final terms of the Bonds as set forth in the Approval Certificate is in the best interest of the District; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of the Bonds is in the best interests of the residents of the District; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ALAMO COMMUNITY COLLEGE DISTRICT THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose – Bond Date. The Bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of $_____ to be designated and bear the title "ALAMO COMMUNITY COLLEGE DISTRICT LIMITED TAX BONDS, SERIES 2021" (the *Bonds*), for the purpose of providing funds for (i) designing, constructing, renovating, improving, acquiring, and equipping new and existing facilities in the Issuer and the purchase of the necessary sites for these facilities, and (ii) paying the costs and expenses of issuance of the Bonds pursuant to the authority conferred by and in conformity with the laws of the State of Texas, including the Election, Section 130.122, and Chapter 1371. The Bonds shall be dated _____ __, 2021 (the *Bond Date*) and interest shall accrue as provided in Section 2 hereof.

As authorized by Chapter 1371, the Chair of the Board, the Secretary of the Board, the Chancellor, Vice Chancellor for Finance and Administration, and/or the Associate Vice Chancellor for Finance and Fiscal Services (each of the foregoing, individually, an *Authorized Official*) are hereby authorized, appointed, and designated as the officials of the District authorized to individually act on behalf of the District in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Resolution, including approval of the aggregate principal amount of each maturity of the Bonds, the redemption provisions therefor, the rate of interest to be borne on the principal amount of each such maturity, identifying the Bond Date, the selection of the bond insurance company, if any, the selection of the Paying Agent/Registrar, and selection of the Purchasers (defined herein). Each Authorized Official, acting for and on behalf of the District, is authorized to execute the Approval Certificate attached hereto as Schedule I. The Bonds shall be issued in the principal amount not to exceed $225,000,000; the maximum maturity of the Bonds will be August 15, 2046; and the federal arbitrage yield shall not exceed a rate greater than 6.50% per annum calculated in a manner consistent with the provisions of Chapter 1204, as amended, Texas Government Code. The execution of the Approval Certificate shall evidence the sale date of the Bonds by the District to the Purchasers in accordance with the provisions of Chapter 1371. It is further provided, however, that notwithstanding the foregoing provisions, no Bonds shall be delivered unless prior to delivery, the particular series of Bonds shall have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371. Upon execution of the Approval Certificate, Bond

Counsel is authorized to complete this Resolution to reflect such final terms applicable to the Bonds.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations, without coupons, and shall be issued in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity or prior redemption), shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on August 15 in each of the years as described below (the *Stated Maturities*) and in amounts and bear interest at the rates per annum in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts ($)	Interest Rates (%)

The Bonds shall bear interest on the unpaid principal amounts from the [Bond Date / Closing Date (anticipated to occur on or about _____ __, 20__)], or from the most recent

Interest Payment Date to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing on [February/August] 15, 20__ (the *Interest Payment Date*).

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption, or otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holders*), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of _____, _____, _____ (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the District agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, (ii) an association or a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The District reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the District agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined) for purposes of paying interest on the Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Bonds or at the Bonds' Stated Maturity. The District and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each Interest Payment Date for the Bonds) and shall be paid (i) by check sent by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption. The Bonds stated to mature on August 15, 20__ and August 15, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on August 15 in each of the years as set forth below:

Term Bonds Stated to Mature on August 15, 20		Term Bonds Stated to Mature on August 15, 20	
Year	Principal Amount ($)	Year	Principal Amount ($)

*Payable at Stated Maturity

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after August 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the District, on August 15, 20__ or on any date thereafter, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the District shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the District to exercise the right to redeem the Bonds shall be entered in the minutes of the governing body of the District.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by $5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States Mail, first-class postage prepaid, in the name of the District and at the District's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due

and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bond (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Bonds shall not be deemed to be Outstanding.

F. Transfer/Exchange of Bonds. Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to partial redemption.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the District of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the District to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the

valid obligations of the District, evidencing the same obligation to pay, and entitled to the same benefits under this Resolution, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 15 of this Resolution in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: Execution - Registration. The Bonds shall be executed on behalf of the District by the Chair of the Governing Body under its seal reproduced or impressed thereon and attested by the Secretary of the Governing Body. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the Bond Date shall be deemed to be duly executed on behalf of the District, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 7: Initial Bonds. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of $_____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bonds*), and the Initial Bonds shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 16 hereof. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bonds, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bonds delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing

applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (as hereinafter referenced)) thereon as may, consistent herewith, be established by the District or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bonds submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Bonds.

REGISTERED PRINCIPAL
REGISTERED AMOUNT
NO. R-___ $_____

United States of America
State of Texas
County of Bexar
ALAMO COMMUNITY COLLEGE DISTRICT
LIMITED TAX BONDS, SERIES 2021

Bond Date:	Stated Maturity:	Interest Rate:	CUSIP No.
_____ __, 2021			

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The Alamo Community College District (the *District*), a body corporate and political subdivision in the County of Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the [Bond Date / Closing Date (anticipated to occur on or about _____ __, 2021)], or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year (the *Interest Payment Date*), commencing on [February/August] 15, 20__.

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (the *Bonds*) pursuant to a resolution adopted by the Board of Trustees of the District (the *Resolution*) for the purpose of providing funds for (i) designing, constructing, renovating, improving, acquiring, and equipping new and existing facilities in the Issuer and the purchase of the necessary sites for these facilities, and (ii) paying the costs and expenses of issuing the Bonds, pursuant to the authority conferred by the Election held in the District on May 6, 2017, and under and in strict conformity with the laws of the State of Texas, including Chapter 130, as amended, Texas Education Code, and Chapter 1371, as amended, Texas Government Code.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property within the District.

As specified in the Resolution, the Bonds stated to mature on August 15, 20__ and August 15, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on August 15 in each of the years as set forth below:

Term Bonds Stated to Mature on August 15, 20		Term Bonds Stated to Mature on August 15, 20	
Year	Principal Amount ($)	Year	Principal Amount ($)

*Payable at Stated Maturity

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Resolution, the Bonds stated to mature on and after August 15, 20__ may be redeemed prior to their Stated Maturities, at the option of the District, on August 15,

20__ or on any date thereafter, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond is subject to prior redemption and is of a denomination in excess of $5,000, portions of the principal sum hereof in installments of $5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Resolution.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the District or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

Reference is hereby made to the Resolution, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Resolution.

This Bond, subject to certain limitations contained in the Resolution, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate of remaining principal amount will be issued to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on any date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date*--which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the District is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Resolution; that the Bonds do not exceed any Constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under its official seal.

ALAMO COMMUNITY COLLEGE DISTRICT

_____
Chair, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

(DISTRICT SEAL)

[The remainder of this page intentionally left blank.]

C. *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF	§	
PUBLIC ACCOUNTS	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. *Form of Registration Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Resolution; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____, _____,
_____, as Paying Agent/Registrar

_____ By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

_____

(Social Security or other identifying number): _____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

_____

[The remainder of this page intentionally left blank.]

F. The Initial Bonds shall be in the form set forth in paragraph B of this Section, except as follows:

[Form of Initial Bond]

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED
NO. T-1

REGISTERED PRINCIPAL AMOUNT
$_____

United States of America
State of Texas
County of Bexar
ALAMO COMMUNITY COLLEGE DISTRICT
LIMITED TAX BONDS, SERIES 2020

Bond Date:	Stated Maturity	Interest Rate:	CUSIP No.
_____ __, 2021	As Shown Below	As Shown Below	

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The Alamo Community College District (the *District*), a body corporate and political subdivision in the County of Bexar, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the fifteenth day of August in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts ($)	Interest Rates (%)

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the [Bond Date / Closing Date (anticipated to occur on or about _____ __, 2021)], or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year (the *Interest Payment Date*), commencing on [February/August] 15, 20__.

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity or prior redemption, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the corporate trust office of _____, _____, _____ (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on

the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legends. If bond insurance is obtained by the Purchasers, the Definitive Bonds and the Initial Bonds shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE] or [STATEMENT OF INSURANCE]

SECTION 9: Definitions. For all purposes of this Resolution (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 17 and 35 of this Resolution have the meanings assigned to them in Sections 17 and 35 of this Resolution, and all such terms, include the plural as well as the singular; (ii) all references in this Resolution to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Resolution as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the Chair of the Board, the Secretary of the Board, the Chancellor, Vice Chancellor for Finance and Administration, and/or the Associate Vice Chancellor for Finance and Fiscal Services.

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Bonds in exchange for the payment of the agreed purchase price for the Bonds.

C. The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

D. The term *Holder* or *Holders* shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

E. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being February 15 and August 15 in each year, commencing on [February/August] 15, 20__, while any of the Bonds remain Outstanding.

F. The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Resolution, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the District in accordance with the provisions of Section 19 of this Resolution; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 15 of this Resolution.

G. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 16 of this Resolution.

H. The term *Resolution* shall mean this resolution adopted by the Governing Body on the date hereof.

I. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on August 15 of each year as set forth in Section 2 of this Resolution.

SECTION 10: Bond Fund — Investments. For the purpose of paying the principal of and interest on the Bonds, at the earlier of redemption or Stated Maturity, there shall be and is hereby created a special Fund to be designated "SERIES 2021 ALAMO COMMUNITY COLLEGE DISTRICT LIMITED TAX BONDS INTEREST AND SINKING FUND" (the *Bond Fund*), which Fund shall be kept and maintained at the District's depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 17. Authorized Officials of the District are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Bonds.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Resolution may, at the option of the District, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar

contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Resolution shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes — Surplus Bond Proceeds. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, an ad valorem tax on all taxable property in the District, within the limitations prescribed by law, sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars valuation of taxable property in the District for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding; full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited into the Bond Fund; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Accrued interest on the Bonds, if any, received from the Purchasers of the Bonds, shall be deposited into the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income therefrom, not expended for authorized purposes shall be deposited into the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security of Funds. All money on deposit in the fund for which this Resolution makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such fund shall be used only for the purposes permitted by this Resolution.

SECTION 13: Notices to Holders-Waiver. Wherever this Resolution provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein

expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 14: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the District.

SECTION 15: Mutilated - Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the District and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the District and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the District or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the District shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the District may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the District, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 16: Sale of Bonds — Approval of Purchase Contract — Official Statement Approval. The Bonds authorized by this Resolution are hereby sold by the District to _____, _____, _____, as the authorized representative of a group of underwriters (the *Purchasers*) having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase Contract (the *Purchase Contract*), dated _____ __, 20__, attached hereto as Exhibit B and incorporated herein by reference as a part of this Resolution for all purposes. The Initial Bonds shall be registered in the name of _____. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Governing Body. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the District and as the act and deed of this Governing Body, and in regard to the approval and execution of the Purchase Contract, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the District contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the District. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of the Purchase Contract.

Furthermore, the District hereby ratifies, confirms, and approves in all respects (i) the District's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale, attached as Exhibit A to the Purchase Contract (together with such changes approved by any Authorized Official, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated _____ __, 20__, in the reoffering, sale and delivery of the Bonds to the public. The Chair and Secretary of the Governing Body are further authorized and directed to manually execute and deliver for and on behalf of the District copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Proceeds from the sale of the Bonds shall be applied as follows:

A. Accrued interest on the Bonds, if any, received form the Purchasers shall be deposited into the Bond Fund.

B. The District received a [net] reoffering premium from the sale of the Bonds of $_____, which is hereby allocated by the District in the following manner: (1) $_____ to pay the Purchasers' compensation, (2) $_____ to pay certain costs of issuance, (3) $_____ as the contingency amount, and (4) $_____ shall be counted against the voted authorization and deposited into the construction fund as described in paragraph C below.

C. The amount of $_____ being principal of the Bonds in the amount of $_____ and a portion of the premium in the amount of $_____ being allocated against the voted authorization) derived from the sale of the Bonds shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds. This special construction account shall be established and maintained at the District's depository bank and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11.

SECTION 17: Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

Closing Date means the date of the initial delivery of and payment for the Bonds.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific

Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent that it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to

such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent that it will not cause the Bonds to become "private activity bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The District shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the District shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the

amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. Bonds Not Hedge Bonds.

(1) The Issuer reasonably expects to spend at least 85% of the spendable proceeds of the Bonds within three years after such Bonds are issued.

(2) Not more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of four years or more.

K. Elections. The District hereby directs and authorizes any Authorized Official, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

SECTION 18: Control and Custody of Bonds. The Chair of the Governing Body shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bonds pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official are hereby authorized and directed to furnish and execute such documents relating to the District and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the District's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bonds to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 19: Satisfaction of Obligation of District. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the pledge of taxes levied under this Resolution and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amounts thereof at Stated Maturity, or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amounts thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable, if at all, the District covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 17).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds such money was deposited and is held in trust to pay shall, upon the request of the District, be remitted to the District against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Resolution to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with

the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the District expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 20: Resolution a Contract - Amendments - Outstanding Bonds. The District acknowledges that the covenants and obligations of the District herein contained are a material inducement to the purchase of the Bonds. This Resolution shall constitute a contract with the Holders from time to time, shall be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section. The District, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 21: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the District covenants and agrees particularly that in the event the District (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Resolution, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body and other officers of the District to observe and perform any covenant, condition, or obligation prescribed in this Resolution.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 22: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, this opinion

to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of this opinion on the reverse side of each of the Bonds, with an appropriate certificate pertaining thereto executed by the facsimile signature of the Secretary of the Governing Body, is hereby approved and authorized.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 24: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 25: Benefits of Resolution. Nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, Purchasers, and the Holders.

SECTION 26: Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters herein provided.

SECTION 27: Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 28: Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 29: Severability. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other persons or circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 30: Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 31: Authorization of Paying Agent/Registrar Agreement. The Governing Body hereby finds and determines that it is in the best interest of the District to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability,

exchange, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated herein by reference as fully as if recopied in its entirety in this Resolution.

SECTION 32: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Resolution are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 33: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Resolution shall be given in such other manner and at such time or times as in the judgment of the District or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Resolution be deemed to be in compliance with the requirements for publication thereof.

SECTION 34: No Recourse Against District Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Resolution against any official of the District or any person executing any Bond.

SECTION 35: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) http://www.emma.msrb.org.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the Issuer's continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the Issuer for the purpose of compliance with the Rule.

B. Annual Reports.

The District shall file annually with the MSRB, (1) within six months after the end of each fiscal year ending in or after 20[20], financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 16 of this Resolution, being the information described in Exhibit C hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the District commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the District must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Higher Coordinating Board within 150 days after the close of the District's fiscal year. Copies of each audit report must also be filed in the office of the District and with the Secretary, Board of Trustees. The District's fiscal records and audit reports are available for public inspection during the regular business hours of the Chancellor. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552. Thereafter, any person may obtain copies of these documents upon submission of a written request to the Chancellor at Alamo Community College District at 2222 North Alamo Street, San Antonio, Texas 78215, and upon paying the reasonable copying, handling, and delivery charges for providing this information.

If the District changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The District shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in

possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of this Section, the District shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The District information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with Federal Securities Laws.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential "underwriters" in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the District hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit E, with which the District shall follow to

assure compliance with the Undertaking. The District has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the District's financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the District and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 36: Book-Entry Only System.

The Bonds initially shall be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bonds described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The District and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit D (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

In the event that (a) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the District determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of Bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the District may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the District, or such depository's agent or designee, and if the District and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 37: Further Procedures. The officers and employees of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the instruments authorized and approved by this Resolution necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Resolution and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's Office. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 38: District's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the District hereby consents to and authorizes any Authorized Official, Bond Counsel to the District, and/or Financial Advisor to the District to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization

relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 39: Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the Governing Body, pursuant to Chapter 1371, and other applicable law, hereby delegates to the Chair of the Board, the Secretary of the Board, the Chancellor, Vice Chancellor for Finance and Administration, and/or the Associate Vice Chancellor for Finance and Fiscal Services the authority to independently select the counterparty to any agreement with any paying agent/registrar, rating agency, securities depository, or any other contract that is determined by the Chair of the Board, the Secretary of the Board, the Chancellor, Vice Chancellor for Finance and Administration, and/or the Associate Vice Chancellor for Finance and Fiscal Services, the District's financial advisor, or the District's bond counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the *Ancillary Bond Contracts*) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Governing Body has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 40: Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this 26th day of January, 2021.

ALAMO COMMUNITY COLLEGE DISTRICT

_____
Chair, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

(DISTRICT SEAL)

INDEX TO SCHEDULES AND EXHIBITS

Schedule I	Approval Certificate
Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	Purchase Contract
Exhibit C	Description of Annual Financial Information
Exhibit D	DTC Letter of Representations
Exhibit E	General Policies and Procedures Concerning Compliance with the Rule

SCHEDULE I

Approval Certificate

See Tab No. __

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. __

EXHIBIT B

Purchase Contract

See Tab No. __

EXHIBIT C

Description of Annual Financial Information

The following information is referred to in Section 35 of this Resolution.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The District's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the District appended to the Official Statement as Appendix [B], but for the most recently concluded fiscal year.

2. Tables [1 through 6 and 8 through 13] of the Official Statement.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT D

DTC Letter of Representations

See Tab No. __

EXHIBIT E

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 35A of the Resolution. "Bonds" refers to the Bonds that are the subject of the Resolution to which this Exhibit is attached

II. As a capital markets participant, the District is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the District's compliance with the Rule.

III. The District is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 35C of the Resolution, which provisions are a part of the Undertaking.

IV. The District is aware that "participating underwriters" (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the District is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The District now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the District's informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the District's obligations under the Rule, the advice from and discussions with the District's internal senior staff (including staff charged with administering the District's financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Chancellor (the *Compliance Officer*) shall be responsible for satisfying the District's obligations pursuant to the Undertaking through adherence to these Policies and Procedures;

2. the Compliance Officer shall establish reminder or "tickler" systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the District's information of the type described in Section 35B of the Resolution;

3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 35C of the Resolution;

4. the Compliance Officer shall work with external consultants of the District, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the District and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;

5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the District, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;

6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any District agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;

7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the District; and

8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any "participating underwriter" (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the District's internal staff identified by the Compliance Officer to assist with the District's satisfaction of the terms and provisions of the Undertaking.

EXHIBIT B

I MOVE THAT THE BOARD OF TRUSTEES APPROVE A BOND RESOLUTION AUTHORIZING THE ISSUANCE OF “ALAMO COMMUNITY COLLEGE DISTRICT LIMITED TAX BONDS, SERIES 2021” PURSUANT TO A DELEGATED SALE.

Discussion and Possible Action for the Purchase of Student Intake and Eligibility Support Services

Presented to the Board Acting as Committee of the Whole on January 19, 2021 and now presented to Board for approval on January 26, 2021.

MINUTE ORDER
"The Board of Trustees hereby awards a contract to Graduation Alliance, Inc. providing for the purchase of Student Intake and Eligibility Support Services for an annual estimated annual amount of $150,000, as requested by the office of the Interim Vice Chancellor for Economic Workforce and Development."

PURPOSE
This contract action provides for the purchase of services that include Student Outreach/Engagement and Student Registration Support for facilitating registration in the students' ongoing programs of study.

The contractor will provide services to Students in an effort to facilitate the Students' registration in the next term of study and shall utilize various communication methods including, but not limited to, inbound phone calls, email, or text, which shall perform through its coordinators. The scope of work requires the contractor to provide:

a) team coordinators to contact Students;
b) staff and equip a call center for coordinators;
c) toll-free number for prospective Students;
d) recruitment in compliance with the academic standards and regulatory requirements; and
e) information to Students regarding registration and refer Students to the Alamo Colleges District regarding financial aid and/or academic questions.

The contractor will also provide services to guide Students through the registration process. The scope of work requires the contractor to provide the following, as applicable for each particular Student:

a) Inform Student of required eligibility documentation needed for intake appointment.
b) Refer Students to Alamo Colleges District website for upcoming training.
c) Recommend Student explore CareeOneStop.
d) Direct Student to the City of San Antonio intake form to complete.
e) Send Student a calendar appointment for the intake appointment.
f) Answer questions from Students when able and redirect to Alamo Colleges District resources, as needed.
g) Repeat the attempt to contact Students who do not initially respond.

BACKGROUND
In January 2021, and in accordance with the approved Comprehensive Resolution of the Board of Trustees of the Alamo Colleges District COVID-19 Virus effective March 17, 2020, an agreement was executed with Graduation Alliance, Inc. for $29,000 to support 1,000 students. The Graduation Alliance, Inc. offerings will be utilized in significant part to meet the commitments of the District to the City of San Antonio under the workforce development recovery training interlocal agreement implemented in response to COVID-19.

The contract awarded by this action begins upon award and renews annually upon mutual consent of the contractor and the Alamo Colleges District. The amounts shown represent the Alamo Colleges District's best estimates for a one-year period. The amount paid will be based on the amount of students participating. The recommended contractor, Graduation Alliance, Inc. specializes and maintains rights to the software in its provision of these services. As such, this purchase is being made on a proprietary materials basis exempt from competitive bidding, TX ED 44.031.

IMPLICATIONS
Financial: $150,000 estimated annually
Funding Source: 219162-897007; DIS COSA WorkforceDevRec Str Morrill – DST Special Projects
Strategic Plan: Goal I – Student Success; Goal III Performance Excellence
Employee Services: None

ATTACHMENTS: Price Tabulation

Gary O'Bar,C.P.M.
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Gary O'Bar, C.P.M.
Director for Purchasing & Contract Administration

Xavier Urrutia
Interim Vice Chancellor for Economic Workforce and Development

Dr. Diane Snyder
Digitally signed by Dr. Diane Snyder
Date: 2021.01.08 11:55:51 -06'00'

Dr. Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

Dr. Mike Flores
Chancellor

PRICE TABULATION

Purchase of Student Intake and Eligibility Support Services

Item	Description	Fee
1	Fee per Student Estimated 5,050 Students per year	$29.00 $146,450

Notes: The amounts shown represent the Alamo Colleges District's best estimates for a one-year period. The amount paid will be based on the amount of students participating.

Discussion and Possible Action for the Purchase of Job Skills Training Curriculum and Materials

Presented to the Board Acting as Committee of the Whole on January 19, 2021 and now presented to Board for approval on January 26, 2021.

MINUTE ORDER
"The Board of Trustees hereby awards a contract to University of the Incarnate Word for an estimated annual amount of $175,250; and a contract to Dynamic Advancement, LLC. for an estimated annual amount of $349,760, providing for Job Skills Training Curriculum and Materials in support of the City of San Antonio Train for Jobs SA, as requested by the office of the Interim Vice Chancellor for Economic and Workforce Development."

PURPOSE
This contract action provides for the purchase of Job Skills Training Curriculum and Materials for a Dental Assistant course for 112 contact hours, and a Cardiac Rhythm Analysis Technician for 36 contact hours, Customer Service Representative, (CSR), Human Resource Specialist, (HRS), and General Operations Business Manager, (GOBM) for up to 160 program hours, including books, registration application, and exam fee. The Dental Assistant program will also include an externship opportunity and employment preparation training, and the CSR, HRS, and GOBM includes laptops for students to keep upon graduation from the course. Additionally, the scope of work includes provision of a weekly, instructor verified/signed, course attendance record that captures training hours per day of the week, by student. Students will receive Certificates of Completion upon course completion.

BACKGROUND
In December 2020 and in accordance with the approved Comprehensive Resolution of the Board of Trustees of the Alamo Colleges District COVID-19 Virus effective March 17, 2020, the providers were selected. The University of the Incarnate Word and Dynamic Advancement, LLC. offerings will be utilized in significant part to meet the commitments of the District to the City of San Antonio under the workforce development recovery training interlocal agreement implemented in response to COVID-19.

The contract awarded by the Board of Trustees is effective upon contract execution, and may be renewed annually upon mutual consent of the Alamo Colleges District, University of the Incarnate Word, and Dynamic Advancement, LLC. The recommended contractors specialize and maintain rights to the curriculum in the provision of these services. As such, this purchase is being made on a dual basis of Professional Educator Services and proprietary materials basis exempt from competitive bidding, TX ED 44.031. The contract awarded to Dynamic Advancement, LLC. will contribute to the Alamo Colleges District, Small, Minority, Woman-Owned, and Veteran-Owned Business Enterprise (SMWVBE) program Aspirational Goal.

IMPLICATIONS
Financial: $525,010 estimated annually
Funding Source: 219162 – 897007; DIS_COSA_WorkforceDEvREC Str Morrill – DIS Special Project
Strategic Plan: Goal I – Student Success; Goal III Performance Excellence
Employee Services: None
ATTACHMENTS: Price Tabulation

Gary O'Bar,C.P.M. Gary O'Bar,C.P.M. cn=Gary O'Bar,C.P.M., o=Alamo Colleges District, ou=Purchasing & Contract Administration, email=gobar@alamo.edu, c=US 2021.01.08 10:15:35 -06'00'

Gary O'Bar, C.P.M.
Director for Purchasing & Contract Administration

Xavier Urrutia
Interim Vice Chancellor for Economic and Workforce Development

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2021.01.08 10:11:04 -06'00'

Dr. Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

Dr. Mike Flores
Chancellor

PRICE TABULATION

Purchase of Job Skills Training Curriculum and Materials

	University of the Incarnate Word	
Item	Description	Price
1	Dental Assistant training curriculum and materials for up to 30 participants at $4,800 per participant.	$144,000
2	Cardiac Analysis Rhythm Technician and materials for up to 50 participants at $625 per participant.	$31,250
Estimated Annual Total		$175,250

	Dynamic Advancement, LLC.	
Item	Description	Price
1	Customer Service Representative training program for up to 20 participants at $6,326 per participant, including laptops.	$126,520
2	Human Resource Specialist training program for up to 20 participants at $5,437 per participant, including laptops.	$108,740
3	General Operations Business Manager training program for up to 20 participants at $5,725 per participant, including laptops.	$114,500
Estimated Annual Total		$349,760

Discussion and Possible Action on the Contract Renewal providing for the Purchase of the CANVAS Learning Management System Software Maintenance and Support

Presented to the Board Acting as Committee of the Whole on January 19, 2021 and now presented to Board for approval on January 26, 2021.

MINUTE ORDER
"The Board of Trustees hereby renews the contract with Instructure, Inc. providing for the purchase of the CANVAS Learning Management System Software Maintenance and Support Renewal in the amount of $2,387,985.25 for a five-year period ending December 2025, as requested by the office of the Vice Chancellor for Planning, Performance and Information Systems."

PURPOSE
This contract action provides for the purchase of a renewal agreement for software maintenance and support of existing vendor hosted Learning Management System (CANVAS) online enterprise-wide at Alamo Colleges District. This system facilitates a virtual learning environment enabling delivery and management of learning content, training, and resources that students can access anytime and anywhere. The Learning Management System enables students to participate in online, hybrid, and web enhanced courses. The scope of work includes a vendor hosted solution enabling learner tools for communication, productivity, and student engagement; support tools for administration and course delivery and curriculum design tools that enable the delivery of online learning by using innovative applications familiar to students.

BACKGROUND
In October 2011 the Board of Trustees awarded a contract to Instructure, Inc. providing for the purchase of a Vendor Hosted Enterprise-Wide Learning Management System for a 3-year period. In December 2014, an amendment was executed providing for a contract renewal for a 3-year period beginning January 2015 through December 2017 in the amount of $1,248,808. In October 2017, an amendment was executed providing for a contract renewal for a 3-year period beginning January 2018 through December 2020 in the amount of $1,408,784. Approval of this action enables continued delivery of services to meet current and future student demands; avoidance of startup costs/delays; and stability to the program's service delivery. A contract renewal is requested for an additional 5-year period beginning January 2021 through December 2025 in the amount of $2,387,985.25, and may be renewed thereafter, upon mutual consent.

In December 2020, and in accordance with the approved Comprehensive Resolution of the Board of Trustees of the Alamo Colleges District COVID-19 Virus effective March 17, 2020, the contract was renewed for $2,387,985.25 providing for the purchase of a renewal agreement for software maintenance and support of existing vendor hosted Learning Management System (CANVAS) online enterprise-wide at Alamo Colleges District.

IMPLICATIONS
Financial: $2,387,985.25 (119102-895401-712045010; Service Departments)
Strategic Plan: Goal I - Student Success; Goal III - Performance Excellence
Employee Services: None
Attachments: Price Tabulation

Gary O'Bar,C.P.M.
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Gary O'Bar, C.P.M.
Director Purchasing & Contract Administration

Dr. Thomas S. Cleary
Vice Chancellor for Planning, Performance and Information Systems

Dr. Diane Snyder
Digitally signed by Dr. Diane Snyder
Date: 2021.01.14 10:50:20 -06'00'

Dr. Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

Dr. Mike Flores
Chancellor

ALAMO COLLEGES DISTRICT

PRICE TABULATION - Renewal

Contract Renewal providing for the Purchase of Software Maintenance and Support for the Enterprise-Wide Learning Management System (CANVAS)

Description Year 1	Term	Annual Price
Canvas Cloud Subscription	1/1/2021 to 12/31/2021	$320,280.00
24 x 7 Support	1/1/2021 to 12/31/2021	$64,056.00
Tier 1 Support	1/1/2021 to 12/31/2021	$85,407.05
Studio Cloud Subscription	1/1/2021 to 12/31/2021	$7,854.00
Sub total		$477,597.05
Description Year 2	Term	Annual Price
Canvas Cloud Subscription	1/1/2022 to 12/31/2022	$320,280.00
24 x 7 Support	1/1/2022 to 12/31/2022	$64,056.00
Tier 1 Support	1/1/2022 to 12/31/2022	$85,407.05
Studio Cloud Subscription	1/1/2022 to 12/31/2022	$7,854.00
Sub total		$477,597.05
Description Year 3	Term	Annual Price
Canvas Cloud Subscription	1/1/2023 to 12/31/2023	$320,280.00
24 x 7 Support	1/1/2023 to 12/31/2023	$64,056.00
Tier 1 Support	1/1/2023 to 12/31/2023	$85,407.05
Studio Cloud Subscription	1/1/2023 to 12/31/2023	$7,854.00
Sub total		$477,597.05
Description Year 4	Term	Annual Price
Canvas Cloud Subscription	1/1/2024 to 12/31/2024	$320,280.00
24 x 7 Support	1/1/2024 to 12/31/2024	$64,056.00
Tier 1 Support	1/1/2024 to 12/31/2024	$85,407.05
Studio Cloud Subscription	1/1/2024 to 12/31/2024	$7,854.00
Sub total		$477,597.05

Description Year 5	Term	Annual Price
Canvas Cloud Subscription	1/1/2025 to 12/31/2025	$320,280.00
24 x 7 Support	1/1/2025 to 12/31/2025	$64,056.00
Tier 1 Support	1/1/2025 to 12/31/2025	$85,407.05
Studio Cloud Subscription	1/1/2025 to 12/31/2025	$7,854.00
Sub total		$477,597.05
Total 5 Years		$2,387,985.25

Internal Audit Quarterly Update

January 19, 2021

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

Internal Audit Plan for Fiscal Year 2021

(Status as of December 18, 2020)

	FY 2020 Audit Plan – Carryover Projects	Status	Phase
1	Alamo Colleges Foundation Audit	✓	-
2	Banner Security Audit	In Progress	Reporting
	FY 2021 Audit Plan Projects		
3	COVID-19 related activity or CARES Act Compliance	Planned	-
4	Facility Management – Preventive Maintenance Program Audit	In Progress	Fieldwork
5	Fiscal Services – Budgeting Audit	Planned	-
6	Time and Attendance Reporting Audit (Employees only)	Planned	-
7	IT Interface Control Audit	Planned	-
8	Colleges - Program Review – Nursing Program Audit (SPC and/or SAC)	Planned	-

Internal Audit Plan for Fiscal Year 2021 (Continued)

(Status as of December 18, 2020)

	FY 2021 Audit Plan Projects	Status	Phase
9	IT - Systems/Database Support – System Audit	Planned	-
10	Construction Contracts and Project Management – CIP Audit (Phase II)	In Progress	Fieldwork
11	Student Disability Support Services (DSS) Audit	In Progress	Fieldwork
12	Title IX Compliance Process Review	In Progress	Advance Planning
13	Procurement Card (Pcard) Audit	Planned	-
	FY 2021 Investigations		
14	State Auditor's Office (Case #20-3306) *(Case Received September 15, 2020)*	✓	-
15	Ethics Point (Case #685) *(Case Received October 29, 2020)*	✓	-

Financial and Operational Impact Assessment

Financial Impact	Operational Impact
>$250K	Gross Negligence/Illegal Act/Material Impact
$50K - $250K	Policy Compliance/Lack of Internal Controls
<$50K	Efficiency/Effectiveness Opportunities

Alamo Colleges Foundation Audit

Objective Included	Findings/Priority	Management Action Plan
• Assess whether donor records in Raiser's Edge are maintained effectively and timely.	• Personally Identifiable Information (PII) was shared between Alamo Colleges District (ACD) and the Foundation.	• Develop and obtain approval of an ACD privacy policy to addresses PII and proprietary data, and develop procedures. • Assess and document current process involving proprietary data and update the MOU.
• Document the types of operational and success measurement reports that are utilized and their distribution, and to determine compliance with the ACD Board Procedure for Donation Reporting.	• Reporting requirements were not met or not met consistently. • The software, Raiser's Edge (RE), is not being fully utilized to track information on an appeal or on a fundraising effort basis.	• Assess the reporting needs of ACD, the Colleges, the ACD Board, and the Foundation Board, and create new reports. • Work with Legal Services to update the MOU. • Work toward continuous process improvement within the RE platform, including better utilization of analytical features.

Alamo Colleges Foundation Audit (Continued)

Objective Included	Findings/Priority	Management Action Plan
• Determine whether appeal donations are applied properly in Raiser's Edge and in Financial Edge. • Assess whether donor records in Raiser's Edge are maintained effectively and timely. • Determine whether corrective actions identified by Management in Internal Audit's 2014 Institutional Advancement Donation Process and Controls Review were completed.	Operating Procedures - • Procedures lack specific timelines, specific assignment of responsibilities, and secondary review requirements. • Donations not consistently applied to the appropriate fund and project. • Donor records were not updated on a timely basis or not updated. • Selected forms and information available on the Foundation website is outdated and/or provide incorrect information.	• Update existing operating procedures to document specific time frames, deadlines, responsible parties, and secondary reviews. • Update forms and train personnel. • Website refresh is in process and all areas will be reviewed and assessed for relevance. • Work with the Controller on streamlining revenue receiving procedures. • Perform regularly scheduled review of Banner accounts to identify any pending donations.

Internal Audit (IA) Required Communications

Std.	Communication Requirement	Timing
1000	The CAE must periodically review the internal audit charter and present it to senior management and the Board for approval.	01/2021
1010	The CAE should discuss the Mission of Internal Audit and the mandatory elements of the International Professional Practices Framework with senior management and the board.	05/2020
1110	The CAE must confirm to the Board, at least annually, the organizational independence of the internal audit activity.	05/2020
1111	The CAE must communicate and interact directly with the Board.	Ongoing
1312	The CAE must discuss with the Board the form and frequency of external assessments and the qualifications and independence of the external assessor or assessment team, including any potential conflicts of interest.	7/2020
1320	The CAE must communicate the results of the quality assurance and improvement program to senior management and the Board. Disclosure should include: the scope and frequency of both the internal and external assessments; the qualifications and independence of the assessor(s) or assessment team, including potential conflicts of interest; conclusions of assessors; and corrective action plans.	Ext. QAR 5/2018 Int. QAR 8/2020
2020	The CAE must communicate the internal audit activity's plans and resource requirements, including significant interim changes, to senior management and the Board for review and approval. The CAE must also communicate the impact of resource limitations.	7/2020 & 8/2020
2060	The CAE must report periodically to senior management and the Board on the internal audit activity's purpose, authority, responsibility, and performance relative to its plan and on its conformance with the Code of Ethics and the Standards. Reporting must also include significant risk and control issues, including fraud risks, governance issues, and other matters that require the attention of senior management and/or the Board.	10/2020 & Ongoing
2600	When the chief audit executive concludes that management has accepted a level of risk that may be unacceptable to the organization, the chief audit executive must discuss the matter with senior management. If the chief audit executive determines that the matter has not been resolved, the chief audit executive must communicate the matter to the board.	7/2020

Projects in Progress

Banner Security Audit

- Planning phase completed.
- Fieldwork phase completed.
- Reporting phase in progress.

Construction Contracts and Project Mgmt – CIP – Phase II

- Planning phase completed.
- Fieldwork phase in progress.

Facility Mgmt. – Preventive Maintenance Program Audit

- Planning phase completed.
- Fieldwork phase in progress.

Student Disability Support Services (DSS) Audit

- Planning phase completed.
- Fieldwork phase in progress

Projects in Progress (Continued)

Investigations and Compliance Reviews - (Two Completed)

- Completed investigation received from the State Auditor's Office regarding a student aid dispute. Final investigation memo was issued on October 21, 2020.
- Completed EthicsPoint investigation regarding an allegation of conflict of interest. Final investigation memo was issued on November 10, 2020.

Internal Quality Assessment Review of Internal Audit

- The next Internal Quality Assessment Review is scheduled for the late Spring of 2021.

Internal Audit Department Update

Audit Project Status Summary

- Two investigations completed and memos issued.
- One full scope audit completed and final audit report issued.
- Three major full scope audits in the fieldwork phase.
- One major full scope audit in the reporting phase.

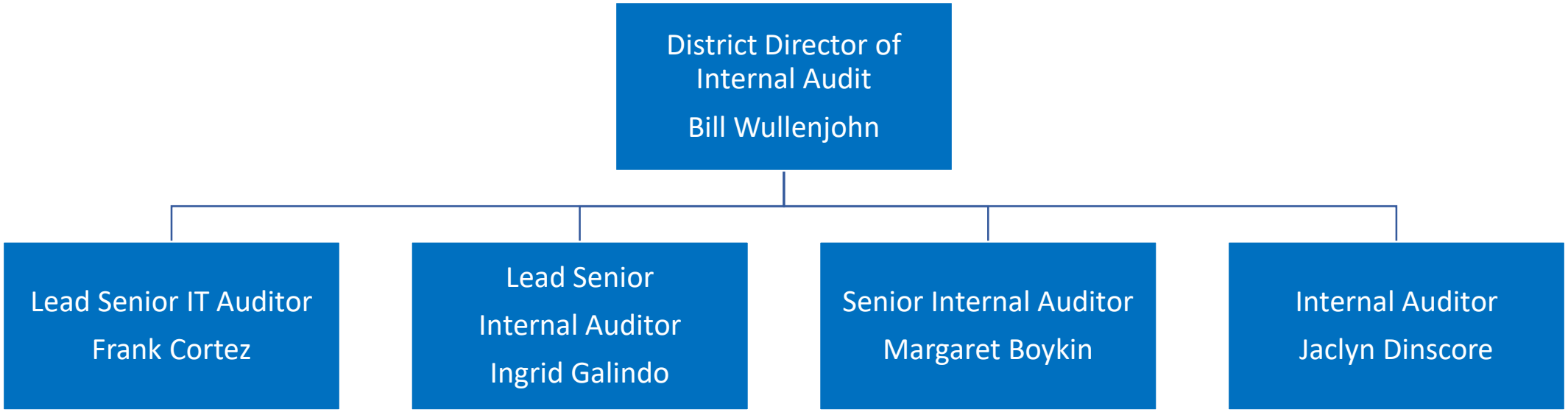
Staff Training

- Internal Audit Staff completed an average of 60 CPE in CY 2020
- Training plans for all staff for CY 2021 are in development.
- Training goal for staff is a minimum average of 80 CPE for CY 2021.
- Planned training is intended to enhance audit skills and knowledge, as well as meet the CPE training requirements of professional certifications.
- COVID-19 in CY 2020 forced the cancellation of nearly all planned in-person training and CPEs were obtained instead via on-line learning.

Internal Audit Department Update (Continued)

- High priority placed on current staff having multiple professional certifications or working to obtain additional professional certifications over the next year or two (e.g., Certified Internal Auditor (CIA) and Certified Fraud Examiner (CFE) professional certifications).
- One staff member is working on obtaining the CFE professional certification and another staff member is working on obtaining the CIA professional certification.

Internal Audit Department Organizational Chart



Internal Audit Documentation Updates

Internal Audit Charter

- Internal Audit is not proposing any changes to the Internal Audit Charter.

Audit Committee Charter

- Internal Audit is not proposing any changes to the Audit Committee Charter.

Audit Services Policy (C.1.2)

- Internal Audit is not proposing any changes to the Audit Services Policy.

Internal Audit Protocol (C.1.2.1)

- Internal Audit is not proposing changes to the Internal Audit Protocol (C.1.2.1).

Status of Management Action Plans

Management Responses to Internal Audits		
	As of September 1, 2020	As of December 18, 2020
Closed	0	3
Past Due*	5	1
Open	15	23
Total	20	27

*Past due items related to:

- 3 Admissions and Enrollment
- 4 ERM - Emergency Management
- 6 DSO and CIP Construction
- 1 HR Employment – Onboarding
- 7 Institutional Advancement
- 2 Police – ID and Badging System

Thank you.

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award
2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

Discussion and Possible Action on the Annual Review of the Internal Audit Charter

Presented to the Board Acting as Committee of the Whole on January 19, 2021, and recommended for approval to the ALAMO COLLEGES BOARD OF TRUSTEES on January 26, 2021.

MINUTE ORDER
"The Board of Trustees hereby approves the Internal Audit Charter attached to this Minute Order to be effective as of January 26, 2021."

PURPOSE
To meet professional practice standards requiring an annual review of the Internal Audit Charter. An annual review and any updates to the charter require Board approval. No changes are recommended by the Internal Audit Department to the Internal Audit.

BACKGROUND
The Alamo Colleges Internal Audit Charter requires adherence to the mandatory elements of The Institute of Internal Auditors' (IIA) International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the *International Standards for the Professional Practice of Internal Auditing*, and the Definition of Internal Auditing (a.k.a. "Red Book"). *IIA Standard 1000 - Purpose, Authority, and Responsibility* requires a periodic review of the charter and approval by the Board even if no changes are made. The Internal Audit Director established a process to bring this forward for review each year.

IMPLICATIONS

Financial:	None
Strategic Plan:	Goal III – Performance Excellence
Human Resources:	None

ATTACHMENTS: Internal Audit Charter, Effective January 26, 2021 – Final
Current Internal Audit Charter, Effective January 21, 2020

William G. Wullenjohn, Sr. Date	Roberto Zárate Date
District Director of Internal Audit	Chairman, Audit, Budget & Finance Committee

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT
INTERNAL AUDIT DEPARTMENT CHARTER

Effective January 26, 2021

PURPOSE AND MISSION:

The purpose of the Alamo Colleges District's Internal Audit Department is to provide independent, objective assurance and consulting services designed to add value and improve the Alamo Colleges District's operations. The mission of the Internal Audit Department is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight. The Internal Audit Department helps the Alamo Colleges District accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of governance, risk management, and control processes. The Internal Audit Department is established by the Board of Trustees, the highest level of governing body (hereafter referred to as the Board). The Internal Audit Department's responsibilities are defined by the Board as part of their oversight role.

STANDARDS FOR THE PROFESSIONAL PRACTICE OF INTERNAL AUDITING:

The Internal Audit Department will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' (IIA) International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the *International Standards for the Professional Practice of Internal Auditing*, and the Definition of Internal Auditing. The Chief Audit Executive will report periodically to senior management and the Board regarding the Internal Audit Department's conformance to the Code of Ethics and the *Standards*.

AUTHORITY:

The District Director of Internal Audit is the Chief Audit Executive at the Alamo Colleges District. To provide for the independence of the Internal Audit Department, the Chief Audit Executive will report functionally to the Board and administratively to the Chancellor. To establish, maintain, and assure that the Alamo Colleges District's Internal Audit Department has sufficient authority to fulfill its duties, the Board will:

- Approve the Internal Audit Department's charter.
- Approve the risk-based internal audit plan.
- Approve the Internal Audit Department's budget and resource plan.
- Receive communications from the Chief Audit Executive on the Internal Audit Department's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the Chief Audit Executive.
- At least once per year, review the performance of the Chief Audit Executive.
- Approve the remuneration of the Chief Audit Executive.
- Review the effectiveness of the Internal Audit Department.
- Make appropriate inquiries of management and the Chief Audit Executive to determine whether there are inappropriate scope or resource limitations.

To the extent permitted by the Texas Open Meetings Act, the Chief Audit Executive will have unrestricted access to, and communicate and interact directly with, the Board, including in private meetings without management present.

The Board authorizes the Internal Audit Department to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.
- Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain assistance from the necessary personnel of the Alamo Colleges District, as well as other specialized services from within or outside the Alamo Colleges District, in order to complete the engagement.

INDEPENDENCE AND OBJECTIVITY:

The Chief Audit Executive will ensure that the Internal Audit Department remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If the Chief Audit Executive determines that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises are made, and that they do not subordinate their judgment on audit matters to others.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair their judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing any operational duties for the Alamo Colleges District or its affiliates.
- Initiating or approving transactions external to the Internal Audit Department.
- Directing the activities of any Alamo Colleges District employee not employed by the Internal Audit Department, except to the extent that such employees have been appropriately assigned to auditing teams or to otherwise assist internal auditors.

Where the Chief Audit Executive has or is expected to have roles and/or responsibilities that fall outside of internal auditing, safeguards will be established to limit impairments to independence or objectivity.

Internal auditors will:

- Disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties.
- Exhibit professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

The Chief Audit Executive will confirm to the Board, at least annually, the organizational independence of the Internal Audit Department.

The Chief Audit Executive will disclose to the Board any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

SCOPE OF INTERNAL AUDIT ACTIVITIES:

The scope of internal audit activities encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the Board, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for the Alamo Colleges District. Internal audit assessments include evaluating whether:

- Risks relating to the achievement of the Alamo Colleges District's strategic objectives are appropriately identified and managed.
- The actions of the Alamo Colleges District's senior leadership, directors, managers, employees, and contractors are in compliance with the Alamo Colleges District's policies, procedures, and applicable laws, regulations, and governance standards.
- The results of operations or programs are consistent with established goals and objectives.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the Alamo Colleges District.
- Information and the means used to identify, measure, analyze, classify, and report such information are reliable and have integrity.
- Resources and assets are acquired economically, used efficiently, and protected adequately.

The Chief Audit Executive will report periodically to senior management and the Board regarding:

- The Internal Audit Department's purpose, authority, and responsibility.
- The Internal Audit Department's plan and performance relative to its plan.
- The Internal Audit Department's conformance with the IIA's Code of Ethics and *Standards* and action plans to address any significant conformance issues.
- Significant risk exposures and control issues, including fraud risks, governance issues, and other matters requiring the attention of, or requested by, the Board.
- Results of audit engagements or other activities.
- Resource requirements.
- Any response to risk by management that may be unacceptable to the Alamo Colleges District.

The Chief Audit Executive also coordinates activities, where possible, and considers relying upon the work of other internal and external assurance and consulting service providers as needed. The Internal Audit Department may perform advisory and related client service activities, the nature and scope of which will be agreed with the client, provided the Internal Audit Department does not assume management responsibility.

Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

RESPONSIBILITY:

The Chief Audit Executive has the responsibility to:

- Submit, at least annually, to senior management and the Board a risk-based internal audit plan for review and approval.
- Communicate to senior management and the Board the impact of resource limitations on the internal audit plan.

- Review and adjust the internal audit plan, as necessary, in response to changes in the Alamo College District's business, risks, operations, programs, systems, and controls.
- Communicate to senior management and the Board any significant interim changes to the internal audit plan.
- Ensure each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with applicable conclusions and recommendations to appropriate parties.
- Follow up on engagement findings and corrective actions, and report periodically to senior management and the Board any corrective actions not effectively implemented.
- Ensure the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensure the Internal Audit Department collectively possesses or obtains the knowledge, skills, and other competencies needed to meet the requirements of the Internal Audit Department Charter.
- Ensure trends and emerging issues that could impact the Alamo Colleges District are considered and communicated to senior management and the Board as appropriate.
- Ensure emerging trends and successful practices in internal auditing are considered.
- Establish and ensure adherence to policies and procedures designed to guide the Internal Audit Department.
- Ensure adherence to the Alamo Colleges District's relevant policies and procedures, unless such policies and procedures conflict with the Internal Audit Department Charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Board.
- Ensure conformance of the Internal Audit Department with the *Standards*, with the following qualifications:
    - If the Internal Audit Department is prohibited by law or regulation from conformance with certain parts of the *Standards*, the chief audit executive will ensure appropriate disclosures and will ensure conformance with all other parts of the *Standards*.
- Ensure compliance with Texas Government Code, Section 2102.015: *Publication of Audit Plan and Annual Report on the Internet*.

QUALITY ASSURANCE AND IMPROVEMENT PROGRAM:

The Internal Audit Department will maintain a quality assurance and improvement program that covers all aspects of the Internal Audit Department. The program will include an evaluation of the Internal Audit Department's conformance with the *Standards,* and an evaluation of whether internal auditors apply the IIA's Code of Ethics. The program will also assess the efficiency and effectiveness of the Internal Audit Department and identify opportunities for improvement.

The Chief Audit Executive will communicate to senior management and the Board on the Internal Audit Department's quality assurance and improvement program, including results of internal assessments (both ongoing and periodic) and external assessments conducted at least once every five years by a qualified, independent assessor or assessment team from outside the Alamo Colleges District.

APPROVAL / SIGNATURES:

Mr. William G. Wullenjohn, Sr. Chief Audit Executive District Director of Internal Audit	Date
Mr. Roberto Zárate Topic Chairman, Audit, Budget, & Finance, Committee of the Whole	Date
Dr. Michael Flores Chancellor	Date

Related Procedure:
Alamo Colleges Internal Audit Protocol

ALAMO COLLEGES DISTRICT
INTERNAL AUDIT DEPARTMENT CHARTER

Effective January 21, 2020

PURPOSE AND MISSION:

The purpose of the Alamo Colleges District's Internal Audit Department is to provide independent, objective assurance and consulting services designed to add value and improve the Alamo Colleges District's operations. The mission of the Internal Audit Department is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight. The Internal Audit Department helps the Alamo Colleges District accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of governance, risk management, and control processes. The Internal Audit Department is established by the Board of Trustees, the highest level of governing body (hereafter referred to as the Board). The Internal Audit Department's responsibilities are defined by the Board as part of their oversight role.

STANDARDS FOR THE PROFESSIONAL PRACTICE OF INTERNAL AUDITING:

The Internal Audit Department will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' (IIA) International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the *International Standards for the Professional Practice of Internal Auditing*, and the Definition of Internal Auditing. The Chief Audit Executive will report periodically to senior management and the Board regarding the Internal Audit Department's conformance to the Code of Ethics and the *Standards*.

AUTHORITY:

The District Director of Internal Audit is the Chief Audit Executive at the Alamo Colleges District. To provide for the independence of the Internal Audit Department, the Chief Audit Executive will report functionally to the Board and administratively to the Chancellor. To establish, maintain, and assure that the Alamo Colleges District's Internal Audit Department has sufficient authority to fulfill its duties, the Board will:

- Approve the Internal Audit Department's charter.
- Approve the risk-based internal audit plan.
- Approve the Internal Audit Department's budget and resource plan.
- Receive communications from the Chief Audit Executive on the Internal Audit Department's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the Chief Audit Executive.
- At least once per year, review the performance of the Chief Audit Executive.
- Approve the remuneration of the Chief Audit Executive.
- Review the effectiveness of the Internal Audit Department.
- Make appropriate inquiries of management and the Chief Audit Executive to determine whether there are inappropriate scope or resource limitations.

To the extent permitted by the Texas Open Meetings Act, the Chief Audit Executive will have unrestricted access to, and communicate and interact directly with, the Board, including in private meetings without management present.

The Board authorizes the Internal Audit Department to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.
- Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain assistance from the necessary personnel of the Alamo Colleges District, as well as other specialized services from within or outside the Alamo Colleges District, in order to complete the engagement.

INDEPENDENCE AND OBJECTIVITY:

The Chief Audit Executive will ensure that the Internal Audit Department remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If the Chief Audit Executive determines that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises are made, and that they do not subordinate their judgment on audit matters to others.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair their judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing any operational duties for the Alamo Colleges District or its affiliates.
- Initiating or approving transactions external to the Internal Audit Department.
- Directing the activities of any Alamo Colleges District employee not employed by the Internal Audit Department, except to the extent that such employees have been appropriately assigned to auditing teams or to otherwise assist internal auditors.

Where the Chief Audit Executive has or is expected to have roles and/or responsibilities that fall outside of internal auditing, safeguards will be established to limit impairments to independence or objectivity.

Internal auditors will:

- Disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties.
- Exhibit professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

The Chief Audit Executive will confirm to the Board, at least annually, the organizational independence of the Internal Audit Department.

The Chief Audit Executive will disclose to the Board any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

SCOPE OF INTERNAL AUDIT ACTIVITIES:

The scope of internal audit activities encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the Board, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for the Alamo Colleges District. Internal audit assessments include evaluating whether:

- Risks relating to the achievement of the Alamo Colleges District's strategic objectives are appropriately identified and managed.
- The actions of the Alamo Colleges District's senior leadership, directors, managers, employees, and contractors are in compliance with the Alamo Colleges District's policies, procedures, and applicable laws, regulations, and governance standards.
- The results of operations or programs are consistent with established goals and objectives.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the Alamo Colleges District.
- Information and the means used to identify, measure, analyze, classify, and report such information are reliable and have integrity.
- Resources and assets are acquired economically, used efficiently, and protected adequately.

The Chief Audit Executive will report periodically to senior management and the Board regarding:

- The Internal Audit Department's purpose, authority, and responsibility.
- The Internal Audit Department's plan and performance relative to its plan.
- The Internal Audit Department's conformance with the IIA's Code of Ethics and *Standards* and action plans to address any significant conformance issues.
- Significant risk exposures and control issues, including fraud risks, governance issues, and other matters requiring the attention of, or requested by, the Board.
- Results of audit engagements or other activities.
- Resource requirements.
- Any response to risk by management that may be unacceptable to the Alamo Colleges District.

The Chief Audit Executive also coordinates activities, where possible, and considers relying upon the work of other internal and external assurance and consulting service providers as needed. The Internal Audit Department may perform advisory and related client service activities, the nature and scope of which will be agreed with the client, provided the Internal Audit Department does not assume management responsibility.

Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

RESPONSIBILITY:

The Chief Audit Executive has the responsibility to:

- Submit, at least annually, to senior management and the Board a risk-based internal audit plan for review and approval.
- Communicate to senior management and the Board the impact of resource limitations on the internal audit plan.

- Review and adjust the internal audit plan, as necessary, in response to changes in the Alamo College District's business, risks, operations, programs, systems, and controls.
- Communicate to senior management and the Board any significant interim changes to the internal audit plan.
- Ensure each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with applicable conclusions and recommendations to appropriate parties.
- Follow up on engagement findings and corrective actions, and report periodically to senior management and the Board any corrective actions not effectively implemented.
- Ensure the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensure the Internal Audit Department collectively possesses or obtains the knowledge, skills, and other competencies needed to meet the requirements of the Internal Audit Department Charter.
- Ensure trends and emerging issues that could impact the Alamo Colleges District are considered and communicated to senior management and the Board as appropriate.
- Ensure emerging trends and successful practices in internal auditing are considered.
- Establish and ensure adherence to policies and procedures designed to guide the Internal Audit Department.
- Ensure adherence to the Alamo Colleges District's relevant policies and procedures, unless such policies and procedures conflict with the Internal Audit Department Charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Board.
- Ensure conformance of the Internal Audit Department with the *Standards*, with the following qualifications:
    - If the Internal Audit Department is prohibited by law or regulation from conformance with certain parts of the *Standards*, the chief audit executive will ensure appropriate disclosures and will ensure conformance with all other parts of the *Standards*.
- Ensure compliance with Texas Government Code, Section 2102.015: *Publication of Audit Plan and Annual Report on the Internet*.

QUALITY ASSURANCE AND IMPROVEMENT PROGRAM:

The Internal Audit Department will maintain a quality assurance and improvement program that covers all aspects of the Internal Audit Department. The program will include an evaluation of the Internal Audit Department's conformance with the *Standards,* and an evaluation of whether internal auditors apply the IIA's Code of Ethics. The program will also assess the efficiency and effectiveness of the Internal Audit Department and identify opportunities for improvement.

The Chief Audit Executive will communicate to senior management and the Board on the Internal Audit Department's quality assurance and improvement program, including results of internal assessments (both ongoing and periodic) and external assessments conducted at least once every five years by a qualified, independent assessor or assessment team from outside the Alamo Colleges District.

APPROVAL / SIGNATURES:

Mr. William G. Wullenjohn, Sr. Chief Audit Executive District Director of Internal Audit	Date
Mr. Roberto Zárate Topic Chairman, Audit, Budget, & Finance, Committee of the Whole	Date
Dr. Michael Flores Chancellor	Date

Related Procedure:
Alamo Colleges Internal Audit Protocol

Discussion and Possible Action on the Annual Review of the Audit Committee Charter

Presented to the Board Acting as Committee of the Whole on January 19, 2021, and recommended for approval to the ALAMO COLLEGES BOARD OF TRUSTEES on January 26, 2021.

MINUTE ORDER

"The Board of Trustees hereby approves the Audit Committee Charter attached to this Minute Order to be effective as of January 26, 2021."

PURPOSE

Annually, the Audit, Budget, and Finance Committee must review and assess the adequacy of its charter, and provide its approval of the charter. No changes are recommended by the Internal Audit Department to the Audit Committee Charter. An annual review and any updates to the Charter require Board approval.

BACKGROUND

To facilitate the required review and assessment of the Audit Committee Charter, the District Director of Internal Audit established a process to review and suggest revisions each year.

IMPLICATIONS

Financial: None

Strategic Plan: Goal III – Performance Excellence

Human Resources: None

ATTACHMENTS: Audit Committee Charter, Effective January 26, 2021 – Final
Current Audit Committee Charter, Effective January 21, 2020

William G. Wullenjohn, Sr. Date	Roberto Zárate Date
District Director of Internal Audit	Chairman, Audit, Budget & Finance Committee

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT
AUDIT COMMITTEE CHARTER

Effective: January 26, 2021

This **Charter** applies when the Alamo Colleges Board of Trustees, acting as a Committee of the Whole, functions as the Alamo Colleges Audit Committee ("Audit Committee").

PURPOSE

To assist the board of directors in fulfilling its oversight responsibilities for the financial reporting process, the system of internal control, the audit process, and the company's process for monitoring compliance with laws and regulations and the code of conduct.

AUTHORITY

The Audit Committee, acting through its Topic Chairperson, has authority to conduct or authorize investigations into any matters within its scope of responsibility. It is empowered to:

- Appoint, compensate, and oversee the work of any registered public accounting firm employed by the organization.
- Resolve any disagreements between management and the auditor regarding financial reporting.
- Pre-approve all auditing and non-audit services performed by the external auditor.
- Retain independent counsel, accountants, or others to advise the committee or assist in the conduct of an investigation
- Retain independent counsel or other advisors as deemed necessary to carry out the Board's audit duties.
- Seek any information it requires from employees - all of whom are directed to cooperate with the committee's requests - or external parties.
- Meet with District Management and Staff, external auditors, or outside counsel, as necessary.

COMPOSITION

The composition of Audit Committee will be determined from time to time by the Board of Trustees. At present, the Alamo Colleges Board of Trustees, acting as a Committee of the Whole, functions as the Audit Committee The Board's Chairperson will appoint Audit Committee Chairs and Vice-Chairs.

MEETINGS

The Committee will meet at least four times a year, with authority to convene additional meetings, as circumstances require. Committee members are expected to attend each meeting. The Committee will invite the Chancellor and District Management, Board members, auditors, and other appropriate parties to attend meetings and provide pertinent information, as necessary. In compliance with the Texas Open Meetings Act, it will hold executive sessions with auditors as deemed appropriate. Meeting agendas will be prepared and provided in advance to members, along with appropriate briefing materials. Minutes will be prepared.

ALAMO COLLEGES DISTRICT
AUDIT COMMITTEE CHARTER
Effective: January 26, 2021

RESPONSIBILITIES

The Committee will carry out the following responsibilities:

Financial Statements

- Review significant accounting and reporting issues, including complex or unusual transactions and highly judgmental areas, and recent professional and regulatory pronouncements, and understand the pronouncements' impact on the financial statements.
- Review with the administration and the external auditors the results of the annual financial audit, including any difficulties encountered.
- Review the annual financial statements and consider whether they are complete, consistent with information known to Committee Members, and reflect the application of appropriate accounting principles.
- Review other sections of the annual report and related regulatory filings before release and consider the accuracy and completeness of the information.
- Review with the administration and the external auditors all matters required to be communicated to the Committee under generally accepted accounting and auditing standards.
- Understand how management develops interim financial information, and the nature and extent of external auditor involvement.
- Review interim financial reports with District Management and the auditors, and consider whether the proposed reports are complete and consistent with the information known to Committee Members.

Internal Control

- Consider the effectiveness of the District's internal control systems, including information technology security and controls.
- Consider the scope of internal and external auditors' review of internal controls over financial reporting, and obtain reports on significant findings and recommendations, together with the Chancellor's and District Management's responses.

Internal Audit

- Approve the Internal Audit Department's charter.
- Approve the risk-based internal audit plan.
- Approve the Internal Audit Department's budget and resource plan.
- Receive communications from the Chief Audit Executive on the Internal Audit Department's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the Chief Audit Executive.
- At least once per year, review the performance of the Chief Audit Executive.
- Approve the remuneration of the Chief Audit Executive.
- Review the effectiveness of the Internal Audit Department.
- Make appropriate inquiries of management and the Chief Audit Executive to determine whether there are inappropriate scope or resource limitations.

External Audit

- Review the external auditors' proposed audit scope and approach, and coordinate external audit efforts with the Vice Chancellor for Finance and Administration.
- Review the performance of the external auditors and recommend to the Board the appointment or discharge of the auditors.
- Review and confirm the independence of the external auditors by obtaining statements from the auditors on relationships between the auditors and the District, including non-audit services, and discussing the relationships with the auditors.
- In compliance with Texas Open Meetings Act meet on a regular basis separately with the external auditors to discuss any matters that the Committee believes can and should be discussed privately.

Compliance

- Review the effectiveness of the system for monitoring compliance with laws and regulations and the results of the Chancellor's and District Management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.
- Review the findings of any examinations by regulatory agencies and any auditors' observations.
- Review the process for communicating the code of conduct to Alamo Colleges' personnel and for monitoring compliance therewith.
- Obtain regular updates from the Chancellor, the District Ethics and Compliance Officer, and the District Office of Legal Services regarding compliance matters.

Reporting Responsibilities

- As appropriate, the Committee will review and report to the Board of Trustees about its activities, issues, and related recommendations.
- As appropriate, provide an open avenue of communication among internal audit, the external auditors, and the Board of Trustees.
- Review any other reports the District issues that relate to Committee responsibilities, including all outside consultant reports.

Other Responsibilities

- Perform other activities related to this **Charter** as requested by the Board of Trustees.
- Institute and oversee special investigations as needed.
- Review and assess the adequacy of the Committee **Charter** annually, requesting board approval for proposed changes, and ensure appropriate disclosure as may be required by law or regulation.
- Confirm annually that all responsibilities outlined in this charter have been carried out.

_____ _____
Alamo Colleges District Date
Mr. Roberto Zárate
Topic Chairman, Audit, Budget and Finance
Committee of the Whole

_____ _____
Alamo Colleges District Date
Mr. Marcelo Casillas
Board of Trustees Chair

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT
AUDIT COMMITTEE CHARTER

Effective: January 21, 2020

This **Charter** applies when the Alamo Colleges Board of Trustees, acting as a Committee of the Whole, functions as the Alamo Colleges Audit Committee ("Audit Committee").

PURPOSE

To assist the board of directors in fulfilling its oversight responsibilities for the financial reporting process, the system of internal control, the audit process, and the company's process for monitoring compliance with laws and regulations and the code of conduct.

AUTHORITY

The Audit Committee, acting through its Topic Chairperson, has authority to conduct or authorize investigations into any matters within its scope of responsibility. It is empowered to:

- Appoint, compensate, and oversee the work of any registered public accounting firm employed by the organization.
- Resolve any disagreements between management and the auditor regarding financial reporting.
- Pre-approve all auditing and non-audit services performed by the external auditor.
- Retain independent counsel, accountants, or others to advise the committee or assist in the conduct of an investigation
- Retain independent counsel or other advisors as deemed necessary to carry out the Board's audit duties.
- Seek any information it requires from employees - all of whom are directed to cooperate with the committee's requests - or external parties.
- Meet with District Management and Staff, external auditors, or outside counsel, as necessary.

COMPOSITION

The composition of Audit Committee will be determined from time to time by the Board of Trustees. At present, the Alamo Colleges Board of Trustees, acting as a Committee of the Whole, functions as the Audit Committee The Board's Chairperson will appoint Audit Committee Chairs and Vice-Chairs.

MEETINGS

The Committee will meet at least four times a year, with authority to convene additional meetings, as circumstances require. Committee members are expected to attend each meeting. The Committee will invite the Chancellor and District Management, Board members, auditors, and other appropriate parties to attend meetings and provide pertinent information, as necessary. In compliance with the Texas Open Meetings Act, it will hold executive sessions with auditors as deemed appropriate. Meeting agendas will be prepared and provided in advance to members, along with appropriate briefing materials. Minutes will be prepared.

ALAMO COLLEGES DISTRICT
AUDIT COMMITTEE CHARTER
Effective: January 21, 2020

RESPONSIBILITIES

The Committee will carry out the following responsibilities:

Financial Statements

- Review significant accounting and reporting issues, including complex or unusual transactions and highly judgmental areas, and recent professional and regulatory pronouncements, and understand the pronouncements' impact on the financial statements.
- Review with the administration and the external auditors the results of the annual financial audit, including any difficulties encountered.
- Review the annual financial statements and consider whether they are complete, consistent with information known to Committee Members, and reflect the application of appropriate accounting principles.
- Review other sections of the annual report and related regulatory filings before release and consider the accuracy and completeness of the information.
- Review with the administration and the external auditors all matters required to be communicated to the Committee under generally accepted accounting and auditing standards.
- Understand how management develops interim financial information, and the nature and extent of external auditor involvement.
- Review interim financial reports with District Management and the auditors, and consider whether the proposed reports are complete and consistent with the information known to Committee Members.

Internal Control

- Consider the effectiveness of the District's internal control systems, including information technology security and controls.
- Consider the scope of internal and external auditors' review of internal controls over financial reporting, and obtain reports on significant findings and recommendations, together with the Chancellor's and District Management's responses.

Internal Audit

- Approve the Internal Audit Department's charter.
- Approve the risk-based internal audit plan.
- Approve the Internal Audit Department's budget and resource plan.
- Receive communications from the Chief Audit Executive on the Internal Audit Department's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the Chief Audit Executive.
- At least once per year, review the performance of the Chief Audit Executive.
- Approve the remuneration of the Chief Audit Executive.
- Review the effectiveness of the Internal Audit Department.
- Make appropriate inquiries of management and the Chief Audit Executive to determine whether there are inappropriate scope or resource limitations.

External Audit

- Review the external auditors' proposed audit scope and approach, and coordinate external audit efforts with the Vice Chancellor for Finance and Administration.
- Review the performance of the external auditors and recommend to the Board the appointment or discharge of the auditors.
- Review and confirm the independence of the external auditors by obtaining statements from the auditors on relationships between the auditors and the District, including non-audit services, and discussing the relationships with the auditors.
- In compliance with Texas Open Meetings Act meet on a regular basis separately with the external auditors to discuss any matters that the Committee believes can and should be discussed privately.

Compliance

- Review the effectiveness of the system for monitoring compliance with laws and regulations and the results of the Chancellor's and District Management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.
- Review the findings of any examinations by regulatory agencies and any auditors' observations.
- Review the process for communicating the code of conduct to Alamo Colleges' personnel and for monitoring compliance therewith.
- Obtain regular updates from the Chancellor, the District Ethics and Compliance Officer, and the District Office of Legal Services regarding compliance matters.

ALAMO COLLEGES DISTRICT
AUDIT COMMITTEE CHARTER
Effective: January 21, 2020

Reporting Responsibilities

- As appropriate, the Committee will review and report to the Board of Trustees about its activities, issues, and related recommendations.
- As appropriate, provide an open avenue of communication among internal audit, the external auditors, and the Board of Trustees.
- Review any other reports the District issues that relate to Committee responsibilities, including all outside consultant reports.

Other Responsibilities

- Perform other activities related to this **Charter** as requested by the Board of Trustees.
- Institute and oversee special investigations as needed.
- Review and assess the adequacy of the Committee **Charter** annually, requesting board approval for proposed changes, and ensure appropriate disclosure as may be required by law or regulation.
- Confirm annually that all responsibilities outlined in this charter have been carried out.

_____ _____

Alamo Colleges District — Date
Mr. Roberto Zárate
Topic Chairman, Audit, Budget and Finance
Committee of the Whole

_____ _____

Alamo Colleges District — Date
Mr. Marcelo Casillas
Board of Trustees Chair

ALAMO COLLEGES DISTRICT

Discussion and Possible Action on Audit Services Policy C.1.2 and Internal Audit Protocol C.1.2.1

Presented to the Board Acting as Committee of the Whole on January 19, 2021, and recommended for approval to the ALAMO COLLEGES BOARD OF TRUSTEES on January 26, 2021.

MINUTE ORDER

"The Board of Trustees hereby approves the policies and procedures related to audit services as attached to this Minute Order."

PURPOSE

Periodic review and approval.

BACKGROUND

The Audit Services Policy (C.1.2) pertains to both external audit and internal audit. The Audit Services Policy was last reviewed or amended on January 21, 2020. No changes are recommended by the Internal Audit Department to the Audit Services Policy.

The Internal Audit Protocol (C.1.2.1) was last reviewed or amended on January 21, 2020. No changes are recommended by the Internal Audit Department to the Internal Audit Protocol.

It is proposed that the Audit Services Policy and the Internal Audit Protocol be reviewed and approved by the Board.

IMPLICATIONS

Financial: None

Strategic Plan: Goal III – Performance Excellence

Human Resources: None

ATTACHMENTS: Audit Services Policy (C.1.2), Effective January 26, 2021 – Final
Current Audit Services Policy, Effective January 21, 2020
Internal Audit Protocol (C.1.2.1), Effective January 26, 2021 - Final
Current Internal Audit Protocol, Effective January 21, 2020

William G. Wullenjohn, Sr. Date
District Director of Internal Audit

Roberto Zárate Date
Chairman, Audit, Budget & Finance Committee

ALAMO COLLEGES DISTRICT

C.1.2 (Policy) Audit Services
Responsible Department: Vice Chancellor for Finance and Administration
Board Adoption: 8-18-09
Last Board Action: 1-26-21

External Audits

The Board shall select an auditing firm for a designated period through a Request for Proposal (RFP) or an engagement letter that outlines the Board's expectations for the annual audit and ensures that the audit firm follows the guidelines and standards of the American Institute of Certified Public Accountants (AICPA), the Governmental Accounting Standards Board (GASB), and the Government Accountability Office (GAO).

The purpose of the annual audit is to:

1. Assess whether Alamo Colleges' financial statement present fairly, in all material respects, the financial position of the District.
2. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by Alamo Colleges.
3. Determine Alamo Colleges' compliance with requirements described by the U.S. Office of Management and Budget (OMB).

A comprehensive annual financial report (CAFR), including opinion letters from the engaged external auditor, shall be submitted annually to the Board. A copy of the independent audit shall become a part of the Board's official minutes and shall be available to the public for inspection during regular office hours.

Periodically, the Chancellor shall submit reports to the Board evaluating the work of the College District's external auditor.

The CAFR for the fiscal year ending August 31 shall be filed with the Coordinating Board on or prior to January 1, following the close of the fiscal year for which the audit was made. Three copies of the annual report shall be submitted to the Coordinating Board. Additional copies shall be submitted to other governmental agencies, as required.

Internal Audits

Internal Audit is an independent, objective assurance and consulting activity designed to add value and improve District operations. The Internal Audit Department will help the District accomplish its objectives by bringing a systematic, disciplined approach to evaluating and improving the effectiveness of risk management, control, and governance processes.

The Internal Audit activity is established by the Board of Trustees and its responsibilities are defined by the Board as part of their oversight role. The overall role and responsibilities of the Internal Audit function shall be outlined in the Internal Audit Charter, which must be reviewed with and approved by the Board of Trustees annually.

The Internal Audit Department will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' (IIA) International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Code

of Ethics, the *International Standards for the Professional Practice of Internal Auditing*, and the Definition of Internal Auditing.

Internal auditors shall have full, free and unrestricted access to Alamo Colleges' records (manual and electronic), physical properties, and personnel relevant to Internal Audit planned projects, investigations, process reviews, or activities requested by the Board or management. When possible, Internal Audit shall be granted necessary access to systems and/or folders to obtain documentation directly. If direct access is not possible, Internal Audit shall coordinate with management to request and receive information and documentation directly from the employee(s) responsible. Internal Audit shall keep management apprised of documents and information requested and/or collected. Management shall not alter, filter, omit or limit information provided to Internal Audit. Documents and information given to internal auditors during a review shall be handled in the same prudent manner as by those employees normally accountable for them.

Internal auditors shall have no direct responsibility or any authority over any activities or operations they review. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair the internal auditor's judgment.

Audit findings and recommendations related to efficiency and effectiveness of processes, adequacy of internal controls, and compliance with legal, regulatory and policy requirements shall be included in a written report to be provided to applicable members of management and the Board. An annual report on Internal Audit activities shall be approved by the Board and published on the Alamo Colleges website in accordance with the Texas Internal Auditing Act.

Internal Audit will follow up on findings and recommendations and report status to the Board on a periodic basis. In addition, Internal Audit will maintain a quality assurance and improvement program.

The District Director of Internal Audit is authorized to notify the appropriate regulatory, law enforcement, and legal authorities of any potential criminal audit findings. The Chancellor and the Board shall be notified prior to such action. Any instances when it is suspected or confirmed money was lost, misappropriated, or misused or that other fraudulent or unlawful conduct has occurred should be reported to Internal Audit and Legal for consideration for reporting to the State Auditor's Office in accordance with Tex. Gov. Code § 321.022.

All internal audits shall be conducted in accordance with the procedures for internal audit services in C.1.2.1 (Procedure) Internal Audit Protocol.

C.1.2.1 (Procedure) Internal Audit Protocol

Legal Reference - TACC Policy Reference Manual
CDC(LEGAL) - Accounting: Audits

C.1.2 (Policy) Audit Services
Responsible Department: Vice Chancellor for Finance and Administration
Board Adoption: 8-18-09
Last Board Action: 1-21-20

External Audits

The Board shall select an auditing firm for a designated period through a Request for Proposal (RFP) or an engagement letter that outlines the Board's expectations for the annual audit and ensures that the audit firm follows the guidelines and standards of the American Institute of Certified Public Accountants (AICPA), the Governmental Accounting Standards Board (GASB), and the Government Accountability Office (GAO).

The purpose of the annual audit is to:

1. Assess whether Alamo Colleges' financial statement present fairly, in all material respects, the financial position of the District.
2. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by Alamo Colleges.
3. Determine Alamo Colleges' compliance with requirements described by the U.S. Office of Management and Budget (OMB).

A comprehensive annual financial report (CAFR), including opinion letters from the engaged external auditor, shall be submitted annually to the Board. A copy of the independent audit shall become a part of the Board's official minutes and shall be available to the public for inspection during regular office hours.

Periodically, the Chancellor shall submit reports to the Board evaluating the work of the College District's external auditor.

The CAFR for the fiscal year ending August 31 shall be filed with the Coordinating Board on or prior to January 1, following the close of the fiscal year for which the audit was made. Three copies of the annual report shall be submitted to the Coordinating Board. Additional copies shall be submitted to other governmental agencies, as required.

Internal Audits

Internal Audit is an independent, objective assurance and consulting activity designed to add value and improve District operations. The Internal Audit Department will help the District accomplish its objectives by bringing a systematic, disciplined approach to evaluating and improving the effectiveness of risk management, control, and governance processes.

The Internal Audit activity is established by the Board of Trustees and its responsibilities are defined by the Board as part of their oversight role. The overall role and responsibilities of the Internal Audit function shall be outlined in the Internal Audit Charter, which must be reviewed with and approved by the Board of Trustees annually.

The Internal Audit Department will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' (IIA) International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Code

of Ethics, the *International Standards for the Professional Practice of Internal Auditing*, and the Definition of Internal Auditing.

Internal auditors shall have full, free and unrestricted access to Alamo Colleges' records (manual and electronic), physical properties, and personnel relevant to Internal Audit planned projects, investigations, process reviews, or activities requested by the Board or management. When possible, Internal Audit shall be granted necessary access to systems and/or folders to obtain documentation directly. If direct access is not possible, Internal Audit shall coordinate with management to request and receive information and documentation directly from the employee(s) responsible. Internal Audit shall keep management apprised of documents and information requested and/or collected. Management shall not alter, filter, omit or limit information provided to Internal Audit. Documents and information given to internal auditors during a review shall be handled in the same prudent manner as by those employees normally accountable for them.

Internal auditors shall have no direct responsibility or any authority over any activities or operations they review. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair the internal auditor's judgment.

Audit findings and recommendations related to efficiency and effectiveness of processes, adequacy of internal controls, and compliance with legal, regulatory and policy requirements shall be included in a written report to be provided to applicable members of management and the Board. An annual report on Internal Audit activities shall be approved by the Board and published on the Alamo Colleges website in accordance with the Texas Internal Auditing Act.

Internal Audit will follow up on findings and recommendations and report status to the Board on a periodic basis. In addition, Internal Audit will maintain a quality assurance and improvement program.

The District Director of Internal Audit is authorized to notify the appropriate regulatory, law enforcement, and legal authorities of any potential criminal audit findings. The Chancellor and the Board shall be notified prior to such action. Any instances when it is suspected or confirmed money was lost, misappropriated, or misused or that other fraudulent or unlawful conduct has occurred should be reported to Internal Audit and Legal for consideration for reporting to the State Auditor's Office in accordance with Tex. Gov. Code § 321.022.

All internal audits shall be conducted in accordance with the procedures for internal audit services in C.1.2.1 (Procedure) Internal Audit Protocol.

C.1.2.1 (Procedure) Internal Audit Protocol

Legal Reference - TACC Policy Reference Manual
CDC(LEGAL) - Accounting: Audits

C.1.2.1 (Procedure) Internal Audit Protocol
Responsible Department: District Director of Internal Audit
Based on Board Policy C.1.2 - Audit Services
Board Adoption: 8-18-09
Last Board Action: 1-26-21

The internal audit function of the Alamo Colleges plays a key role in efforts to be accountable for the operations and for the delivery of services to its constituency. It is incumbent that this process adds value to the organization. The goal of this process is to increase accountability and transparency through collaboration**.**

Annual Planning

- An organization-wide risk assessment will be performed annually; the results will be reported to the Board of Trustees.
- An audit plan will be developed based on the risk assessment and presented to the Board of Trustees for approval.
- The audit plan may include a combination of full scope, limited scope, analytical review, and/or consulting projects. An estimate of time for internal resources and/or cost for external resources will be provided. The number of projects in a given plan year may vary depending on the scope and nature of the work to be performed. The approved audit plan will be shared with management and key personnel in departments that will be affected.

Projects

- Internal audit will hold a pre-entrance conference with the department leadership team. The purpose is to discuss the audit process, communicate expectations, establish a preliminary scope and timeline, and identify staff to be involved.
- Prior to the start of fieldwork, an entrance conference with essential personnel will be held to discuss and agree on the scope and objectives (value-added approach) for the project, and if it is an audit or non-audit service.
- A work plan, including milestones and an estimated completion date, will be established by the internal audit team with input from the client department staff to achieve a clear understanding of the requirements for the project.
- Concerns, findings, and recommendations will be communicated in writing to the project department leadership.
- Weekly status updates will be provided to department leadership during the project fieldwork phase. Status meetings will be held as needed to discuss potential issues.
- An exit conference will be held with department leadership and the related President or Vice Chancellor to discuss the results of the engagement, including any findings and recommendations, and to reach an agreement on corrective action to be taken.

Reporting and Monitoring

- Reports should separately delineate findings from operational efficiency or best practice recommendations. Significant findings of non-compliance with laws, policies, and procedures; internal control deficiencies; and financial misstatements should be emphasized.
- A draft report will be submitted to the Administration for review and comment. Reports will be accurate, objective, complete, clear, concise, constructive, complete, and timely per the Internal Audit Standards. If the Administration disagrees with any of the findings presented in the report, they may include a written management response in the final report.
- A report will be considered complete upon management concurrence, submission of any responses, or thirty workdays after distributing the draft.
- A final report, including any management responses, will be submitted to the Board.

Charter

The Internal Audit Charter is available online at

https://www.alamo.edu/about-us/offices-departments/departments/internal-audit/

Legal Reference - TACC Policy Reference Manual
CDC(LEGAL) - Accounting: Audits

C.1.2.1 (Procedure) Internal Audit Protocol
Responsible Department: District Director of Internal Audit
Based on Board Policy C.1.2 - Audit Services
Board Adoption: 8-18-09
Last Board Action: 1-21-20

The internal audit function of the Alamo Colleges plays a key role in efforts to be accountable for the operations and for the delivery of services to its constituency. It is incumbent that this process adds value to the organization. The goal of this process is to increase accountability and transparency through collaboration**.**

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- Reports should separately delineate findings from operational efficiency or best practice recommendations. Significant findings of non-compliance with laws, policies, and procedures; internal control deficiencies; and financial misstatements should be emphasized.
- A draft report will be submitted to the Administration for review and comment. Reports will be accurate, objective, complete, clear, concise, constructive, complete, and timely per the Internal Audit Standards. If the Administration disagrees with any of the findings presented in the report, they may include a written management response in the final report.
- A report will be considered complete upon management concurrence, submission of any responses, or thirty workdays after distributing the draft.
- A final report, including any management responses, will be submitted to the Board.

Charter

The Internal Audit Charter is available online at

https://www.alamo.edu/about-us/offices-departments/departments/internal-audit/

Legal Reference - TACC Policy Reference Manual
CDC(LEGAL) - Accounting: Audits

Discussion and Possible Action on the Annual Review of the Internal Audit Charter

Presented to the Board Acting as Committee of the Whole on January 19, 2021, and recommended for approval to the ALAMO COLLEGES BOARD OF TRUSTEES on January 26, 2021.

MINUTE ORDER
"The Board of Trustees hereby approves the Internal Audit Charter attached to this Minute Order to be effective as of January 26, 2021."

PURPOSE
To meet professional practice standards requiring an annual review of the Internal Audit Charter. An annual review and any updates to the charter require Board approval. No changes are recommended by the Internal Audit Department to the Internal Audit.

BACKGROUND
The Alamo Colleges Internal Audit Charter requires adherence to the mandatory elements of The Institute of Internal Auditors' (IIA) International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the *International Standards for the Professional Practice of Internal Auditing*, and the Definition of Internal Auditing (a.k.a. "Red Book"). *IIA Standard 1000 - Purpose, Authority, and Responsibility* requires a periodic review of the charter and approval by the Board even if no changes are made. The Internal Audit Director established a process to bring this forward for review each year.

IMPLICATIONS

Financial:	None
Strategic Plan:	Goal III – Performance Excellence
Human Resources:	None

ATTACHMENTS: Internal Audit Charter, Effective January 26, 2021 – Final
Current Internal Audit Charter, Effective January 21, 2020

William G. Wullenjohn, Sr. Date	Roberto Zárate Date
District Director of Internal Audit	Chairman, Audit, Budget & Finance Committee

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT
INTERNAL AUDIT DEPARTMENT CHARTER

Effective January 26, 2021

PURPOSE AND MISSION:

The purpose of the Alamo Colleges District's Internal Audit Department is to provide independent, objective assurance and consulting services designed to add value and improve the Alamo Colleges District's operations. The mission of the Internal Audit Department is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight. The Internal Audit Department helps the Alamo Colleges District accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of governance, risk management, and control processes. The Internal Audit Department is established by the Board of Trustees, the highest level of governing body (hereafter referred to as the Board). The Internal Audit Department's responsibilities are defined by the Board as part of their oversight role.

STANDARDS FOR THE PROFESSIONAL PRACTICE OF INTERNAL AUDITING:

The Internal Audit Department will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' (IIA) International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the *International Standards for the Professional Practice of Internal Auditing*, and the Definition of Internal Auditing. The Chief Audit Executive will report periodically to senior management and the Board regarding the Internal Audit Department's conformance to the Code of Ethics and the *Standards*.

AUTHORITY:

The District Director of Internal Audit is the Chief Audit Executive at the Alamo Colleges District. To provide for the independence of the Internal Audit Department, the Chief Audit Executive will report functionally to the Board and administratively to the Chancellor. To establish, maintain, and assure that the Alamo Colleges District's Internal Audit Department has sufficient authority to fulfill its duties, the Board will:

- Approve the Internal Audit Department's charter.
- Approve the risk-based internal audit plan.
- Approve the Internal Audit Department's budget and resource plan.
- Receive communications from the Chief Audit Executive on the Internal Audit Department's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the Chief Audit Executive.
- At least once per year, review the performance of the Chief Audit Executive.
- Approve the remuneration of the Chief Audit Executive.
- Review the effectiveness of the Internal Audit Department.
- Make appropriate inquiries of management and the Chief Audit Executive to determine whether there are inappropriate scope or resource limitations.

To the extent permitted by the Texas Open Meetings Act, the Chief Audit Executive will have unrestricted access to, and communicate and interact directly with, the Board, including in private meetings without management present.

The Board authorizes the Internal Audit Department to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.
- Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain assistance from the necessary personnel of the Alamo Colleges District, as well as other specialized services from within or outside the Alamo Colleges District, in order to complete the engagement.

INDEPENDENCE AND OBJECTIVITY:

The Chief Audit Executive will ensure that the Internal Audit Department remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If the Chief Audit Executive determines that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises are made, and that they do not subordinate their judgment on audit matters to others.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair their judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing any operational duties for the Alamo Colleges District or its affiliates.
- Initiating or approving transactions external to the Internal Audit Department.
- Directing the activities of any Alamo Colleges District employee not employed by the Internal Audit Department, except to the extent that such employees have been appropriately assigned to auditing teams or to otherwise assist internal auditors.

Where the Chief Audit Executive has or is expected to have roles and/or responsibilities that fall outside of internal auditing, safeguards will be established to limit impairments to independence or objectivity.

Internal auditors will:

- Disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties.
- Exhibit professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

The Chief Audit Executive will confirm to the Board, at least annually, the organizational independence of the Internal Audit Department.

The Chief Audit Executive will disclose to the Board any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

SCOPE OF INTERNAL AUDIT ACTIVITIES:

The scope of internal audit activities encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the Board, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for the Alamo Colleges District. Internal audit assessments include evaluating whether:

- Risks relating to the achievement of the Alamo Colleges District's strategic objectives are appropriately identified and managed.
- The actions of the Alamo Colleges District's senior leadership, directors, managers, employees, and contractors are in compliance with the Alamo Colleges District's policies, procedures, and applicable laws, regulations, and governance standards.
- The results of operations or programs are consistent with established goals and objectives.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the Alamo Colleges District.
- Information and the means used to identify, measure, analyze, classify, and report such information are reliable and have integrity.
- Resources and assets are acquired economically, used efficiently, and protected adequately.

The Chief Audit Executive will report periodically to senior management and the Board regarding:

- The Internal Audit Department's purpose, authority, and responsibility.
- The Internal Audit Department's plan and performance relative to its plan.
- The Internal Audit Department's conformance with the IIA's Code of Ethics and *Standards* and action plans to address any significant conformance issues.
- Significant risk exposures and control issues, including fraud risks, governance issues, and other matters requiring the attention of, or requested by, the Board.
- Results of audit engagements or other activities.
- Resource requirements.
- Any response to risk by management that may be unacceptable to the Alamo Colleges District.

The Chief Audit Executive also coordinates activities, where possible, and considers relying upon the work of other internal and external assurance and consulting service providers as needed. The Internal Audit Department may perform advisory and related client service activities, the nature and scope of which will be agreed with the client, provided the Internal Audit Department does not assume management responsibility.

Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

RESPONSIBILITY:

The Chief Audit Executive has the responsibility to:

- Submit, at least annually, to senior management and the Board a risk-based internal audit plan for review and approval.
- Communicate to senior management and the Board the impact of resource limitations on the internal audit plan.

- Review and adjust the internal audit plan, as necessary, in response to changes in the Alamo College District's business, risks, operations, programs, systems, and controls.
- Communicate to senior management and the Board any significant interim changes to the internal audit plan.
- Ensure each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with applicable conclusions and recommendations to appropriate parties.
- Follow up on engagement findings and corrective actions, and report periodically to senior management and the Board any corrective actions not effectively implemented.
- Ensure the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensure the Internal Audit Department collectively possesses or obtains the knowledge, skills, and other competencies needed to meet the requirements of the Internal Audit Department Charter.
- Ensure trends and emerging issues that could impact the Alamo Colleges District are considered and communicated to senior management and the Board as appropriate.
- Ensure emerging trends and successful practices in internal auditing are considered.
- Establish and ensure adherence to policies and procedures designed to guide the Internal Audit Department.
- Ensure adherence to the Alamo Colleges District's relevant policies and procedures, unless such policies and procedures conflict with the Internal Audit Department Charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Board.
- Ensure conformance of the Internal Audit Department with the *Standards*, with the following qualifications:
    - If the Internal Audit Department is prohibited by law or regulation from conformance with certain parts of the *Standards*, the chief audit executive will ensure appropriate disclosures and will ensure conformance with all other parts of the *Standards*.
- Ensure compliance with Texas Government Code, Section 2102.015: *Publication of Audit Plan and Annual Report on the Internet*.

QUALITY ASSURANCE AND IMPROVEMENT PROGRAM:

The Internal Audit Department will maintain a quality assurance and improvement program that covers all aspects of the Internal Audit Department. The program will include an evaluation of the Internal Audit Department's conformance with the *Standards*, and an evaluation of whether internal auditors apply the IIA's Code of Ethics. The program will also assess the efficiency and effectiveness of the Internal Audit Department and identify opportunities for improvement.

The Chief Audit Executive will communicate to senior management and the Board on the Internal Audit Department's quality assurance and improvement program, including results of internal assessments (both ongoing and periodic) and external assessments conducted at least once every five years by a qualified, independent assessor or assessment team from outside the Alamo Colleges District.

APPROVAL / SIGNATURES:

Mr. William G. Wullenjohn, Sr. Chief Audit Executive District Director of Internal Audit	Date
Mr. Roberto Zárate Topic Chairman, Audit, Budget, & Finance, Committee of the Whole	Date
Dr. Michael Flores Chancellor	Date

Related Procedure:
Alamo Colleges Internal Audit Protocol

ALAMO COLLEGES DISTRICT
INTERNAL AUDIT DEPARTMENT CHARTER

Effective January 21, 2020

PURPOSE AND MISSION:

The purpose of the Alamo Colleges District's Internal Audit Department is to provide independent, objective assurance and consulting services designed to add value and improve the Alamo Colleges District's operations. The mission of the Internal Audit Department is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight. The Internal Audit Department helps the Alamo Colleges District accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of governance, risk management, and control processes. The Internal Audit Department is established by the Board of Trustees, the highest level of governing body (hereafter referred to as the Board). The Internal Audit Department's responsibilities are defined by the Board as part of their oversight role.

STANDARDS FOR THE PROFESSIONAL PRACTICE OF INTERNAL AUDITING:

The Internal Audit Department will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' (IIA) International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the *International Standards for the Professional Practice of Internal Auditing*, and the Definition of Internal Auditing. The Chief Audit Executive will report periodically to senior management and the Board regarding the Internal Audit Department's conformance to the Code of Ethics and the *Standards*.

AUTHORITY:

The District Director of Internal Audit is the Chief Audit Executive at the Alamo Colleges District. To provide for the independence of the Internal Audit Department, the Chief Audit Executive will report functionally to the Board and administratively to the Chancellor. To establish, maintain, and assure that the Alamo Colleges District's Internal Audit Department has sufficient authority to fulfill its duties, the Board will:

- Approve the Internal Audit Department's charter.
- Approve the risk-based internal audit plan.
- Approve the Internal Audit Department's budget and resource plan.
- Receive communications from the Chief Audit Executive on the Internal Audit Department's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the Chief Audit Executive.
- At least once per year, review the performance of the Chief Audit Executive.
- Approve the remuneration of the Chief Audit Executive.
- Review the effectiveness of the Internal Audit Department.
- Make appropriate inquiries of management and the Chief Audit Executive to determine whether there are inappropriate scope or resource limitations.

To the extent permitted by the Texas Open Meetings Act, the Chief Audit Executive will have unrestricted access to, and communicate and interact directly with, the Board, including in private meetings without management present.

The Board authorizes the Internal Audit Department to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.
- Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain assistance from the necessary personnel of the Alamo Colleges District, as well as other specialized services from within or outside the Alamo Colleges District, in order to complete the engagement.

INDEPENDENCE AND OBJECTIVITY:

The Chief Audit Executive will ensure that the Internal Audit Department remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If the Chief Audit Executive determines that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises are made, and that they do not subordinate their judgment on audit matters to others.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair their judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing any operational duties for the Alamo Colleges District or its affiliates.
- Initiating or approving transactions external to the Internal Audit Department.
- Directing the activities of any Alamo Colleges District employee not employed by the Internal Audit Department, except to the extent that such employees have been appropriately assigned to auditing teams or to otherwise assist internal auditors.

Where the Chief Audit Executive has or is expected to have roles and/or responsibilities that fall outside of internal auditing, safeguards will be established to limit impairments to independence or objectivity.

Internal auditors will:

- Disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties.
- Exhibit professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

The Chief Audit Executive will confirm to the Board, at least annually, the organizational independence of the Internal Audit Department.

The Chief Audit Executive will disclose to the Board any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

SCOPE OF INTERNAL AUDIT ACTIVITIES:

The scope of internal audit activities encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the Board, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for the Alamo Colleges District. Internal audit assessments include evaluating whether:

- Risks relating to the achievement of the Alamo Colleges District's strategic objectives are appropriately identified and managed.
- The actions of the Alamo Colleges District's senior leadership, directors, managers, employees, and contractors are in compliance with the Alamo Colleges District's policies, procedures, and applicable laws, regulations, and governance standards.
- The results of operations or programs are consistent with established goals and objectives.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the Alamo Colleges District.
- Information and the means used to identify, measure, analyze, classify, and report such information are reliable and have integrity.
- Resources and assets are acquired economically, used efficiently, and protected adequately.

The Chief Audit Executive will report periodically to senior management and the Board regarding:

- The Internal Audit Department's purpose, authority, and responsibility.
- The Internal Audit Department's plan and performance relative to its plan.
- The Internal Audit Department's conformance with the IIA's Code of Ethics and *Standards* and action plans to address any significant conformance issues.
- Significant risk exposures and control issues, including fraud risks, governance issues, and other matters requiring the attention of, or requested by, the Board.
- Results of audit engagements or other activities.
- Resource requirements.
- Any response to risk by management that may be unacceptable to the Alamo Colleges District.

The Chief Audit Executive also coordinates activities, where possible, and considers relying upon the work of other internal and external assurance and consulting service providers as needed. The Internal Audit Department may perform advisory and related client service activities, the nature and scope of which will be agreed with the client, provided the Internal Audit Department does not assume management responsibility.

Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

RESPONSIBILITY:

The Chief Audit Executive has the responsibility to:

- Submit, at least annually, to senior management and the Board a risk-based internal audit plan for review and approval.
- Communicate to senior management and the Board the impact of resource limitations on the internal audit plan.

- Review and adjust the internal audit plan, as necessary, in response to changes in the Alamo College District's business, risks, operations, programs, systems, and controls.
- Communicate to senior management and the Board any significant interim changes to the internal audit plan.
- Ensure each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with applicable conclusions and recommendations to appropriate parties.
- Follow up on engagement findings and corrective actions, and report periodically to senior management and the Board any corrective actions not effectively implemented.
- Ensure the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensure the Internal Audit Department collectively possesses or obtains the knowledge, skills, and other competencies needed to meet the requirements of the Internal Audit Department Charter.
- Ensure trends and emerging issues that could impact the Alamo Colleges District are considered and communicated to senior management and the Board as appropriate.
- Ensure emerging trends and successful practices in internal auditing are considered.
- Establish and ensure adherence to policies and procedures designed to guide the Internal Audit Department.
- Ensure adherence to the Alamo Colleges District's relevant policies and procedures, unless such policies and procedures conflict with the Internal Audit Department Charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Board.
- Ensure conformance of the Internal Audit Department with the *Standards*, with the following qualifications:
    - If the Internal Audit Department is prohibited by law or regulation from conformance with certain parts of the *Standards*, the chief audit executive will ensure appropriate disclosures and will ensure conformance with all other parts of the *Standards*.
- Ensure compliance with Texas Government Code, Section 2102.015: *Publication of Audit Plan and Annual Report on the Internet*.

QUALITY ASSURANCE AND IMPROVEMENT PROGRAM:

The Internal Audit Department will maintain a quality assurance and improvement program that covers all aspects of the Internal Audit Department. The program will include an evaluation of the Internal Audit Department's conformance with the *Standards*, and an evaluation of whether internal auditors apply the IIA's Code of Ethics. The program will also assess the efficiency and effectiveness of the Internal Audit Department and identify opportunities for improvement.

The Chief Audit Executive will communicate to senior management and the Board on the Internal Audit Department's quality assurance and improvement program, including results of internal assessments (both ongoing and periodic) and external assessments conducted at least once every five years by a qualified, independent assessor or assessment team from outside the Alamo Colleges District.

APPROVAL / SIGNATURES:

Mr. William G. Wullenjohn, Sr. Chief Audit Executive District Director of Internal Audit	Date
Mr. Roberto Zárate Topic Chairman, Audit, Budget, & Finance, Committee of the Whole	Date
Dr. Michael Flores Chancellor	Date

Related Procedure:
Alamo Colleges Internal Audit Protocol

Discussion and Possible Action on the Annual Review of the Audit Committee Charter

Presented to the Board Acting as Committee of the Whole on January 19, 2021, and recommended for approval to the ALAMO COLLEGES BOARD OF TRUSTEES on January 26, 2021.

MINUTE ORDER

"The Board of Trustees hereby approves the Audit Committee Charter attached to this Minute Order to be effective as of January 26, 2021."

PURPOSE

Annually, the Audit, Budget, and Finance Committee must review and assess the adequacy of its charter, and provide its approval of the charter. No changes are recommended by the Internal Audit Department to the Audit Committee Charter. An annual review and any updates to the Charter require Board approval.

BACKGROUND

To facilitate the required review and assessment of the Audit Committee Charter, the District Director of Internal Audit established a process to review and suggest revisions each year.

IMPLICATIONS

Financial: None

Strategic Plan: Goal III – Performance Excellence

Human Resources: None

ATTACHMENTS: Audit Committee Charter, Effective January 26, 2021 – Final
Current Audit Committee Charter, Effective January 21, 2020

William G. Wullenjohn, Sr. Date	Roberto Zárate Date
District Director of Internal Audit	Chairman, Audit, Budget & Finance Committee

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT
AUDIT COMMITTEE CHARTER

Effective: January 26, 2021

This **Charter** applies when the Alamo Colleges Board of Trustees, acting as a Committee of the Whole, functions as the Alamo Colleges Audit Committee ("Audit Committee").

PURPOSE

To assist the board of directors in fulfilling its oversight responsibilities for the financial reporting process, the system of internal control, the audit process, and the company's process for monitoring compliance with laws and regulations and the code of conduct.

AUTHORITY

The Audit Committee, acting through its Topic Chairperson, has authority to conduct or authorize investigations into any matters within its scope of responsibility. It is empowered to:

- Appoint, compensate, and oversee the work of any registered public accounting firm employed by the organization.
- Resolve any disagreements between management and the auditor regarding financial reporting.
- Pre-approve all auditing and non-audit services performed by the external auditor.
- Retain independent counsel, accountants, or others to advise the committee or assist in the conduct of an investigation
- Retain independent counsel or other advisors as deemed necessary to carry out the Board's audit duties.
- Seek any information it requires from employees - all of whom are directed to cooperate with the committee's requests - or external parties.
- Meet with District Management and Staff, external auditors, or outside counsel, as necessary.

COMPOSITION

The composition of Audit Committee will be determined from time to time by the Board of Trustees. At present, the Alamo Colleges Board of Trustees, acting as a Committee of the Whole, functions as the Audit Committee The Board's Chairperson will appoint Audit Committee Chairs and Vice-Chairs.

MEETINGS

The Committee will meet at least four times a year, with authority to convene additional meetings, as circumstances require. Committee members are expected to attend each meeting. The Committee will invite the Chancellor and District Management, Board members, auditors, and other appropriate parties to attend meetings and provide pertinent information, as necessary. In compliance with the Texas Open Meetings Act, it will hold executive sessions with auditors as deemed appropriate. Meeting agendas will be prepared and provided in advance to members, along with appropriate briefing materials. Minutes will be prepared.

ALAMO COLLEGES DISTRICT
AUDIT COMMITTEE CHARTER
Effective: January 26, 2021

RESPONSIBILITIES

The Committee will carry out the following responsibilities:

Financial Statements

- Review significant accounting and reporting issues, including complex or unusual transactions and highly judgmental areas, and recent professional and regulatory pronouncements, and understand the pronouncements' impact on the financial statements.
- Review with the administration and the external auditors the results of the annual financial audit, including any difficulties encountered.
- Review the annual financial statements and consider whether they are complete, consistent with information known to Committee Members, and reflect the application of appropriate accounting principles.
- Review other sections of the annual report and related regulatory filings before release and consider the accuracy and completeness of the information.
- Review with the administration and the external auditors all matters required to be communicated to the Committee under generally accepted accounting and auditing standards.
- Understand how management develops interim financial information, and the nature and extent of external auditor involvement.
- Review interim financial reports with District Management and the auditors, and consider whether the proposed reports are complete and consistent with the information known to Committee Members.

Internal Control

- Consider the effectiveness of the District's internal control systems, including information technology security and controls.
- Consider the scope of internal and external auditors' review of internal controls over financial reporting, and obtain reports on significant findings and recommendations, together with the Chancellor's and District Management's responses.

Internal Audit

- Approve the Internal Audit Department's charter.
- Approve the risk-based internal audit plan.
- Approve the Internal Audit Department's budget and resource plan.
- Receive communications from the Chief Audit Executive on the Internal Audit Department's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the Chief Audit Executive.
- At least once per year, review the performance of the Chief Audit Executive.
- Approve the remuneration of the Chief Audit Executive.
- Review the effectiveness of the Internal Audit Department.
- Make appropriate inquiries of management and the Chief Audit Executive to determine whether there are inappropriate scope or resource limitations.

External Audit

- Review the external auditors' proposed audit scope and approach, and coordinate external audit efforts with the Vice Chancellor for Finance and Administration.
- Review the performance of the external auditors and recommend to the Board the appointment or discharge of the auditors.
- Review and confirm the independence of the external auditors by obtaining statements from the auditors on relationships between the auditors and the District, including non-audit services, and discussing the relationships with the auditors.
- In compliance with Texas Open Meetings Act meet on a regular basis separately with the external auditors to discuss any matters that the Committee believes can and should be discussed privately.

Compliance

- Review the effectiveness of the system for monitoring compliance with laws and regulations and the results of the Chancellor's and District Management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.
- Review the findings of any examinations by regulatory agencies and any auditors' observations.
- Review the process for communicating the code of conduct to Alamo Colleges' personnel and for monitoring compliance therewith.
- Obtain regular updates from the Chancellor, the District Ethics and Compliance Officer, and the District Office of Legal Services regarding compliance matters.

ALAMO COLLEGES DISTRICT
AUDIT COMMITTEE CHARTER
Effective: January 26, 2021

Reporting Responsibilities

- As appropriate, the Committee will review and report to the Board of Trustees about its activities, issues, and related recommendations.
- As appropriate, provide an open avenue of communication among internal audit, the external auditors, and the Board of Trustees.
- Review any other reports the District issues that relate to Committee responsibilities, including all outside consultant reports.

Other Responsibilities

- Perform other activities related to this **Charter** as requested by the Board of Trustees.
- Institute and oversee special investigations as needed.
- Review and assess the adequacy of the Committee **Charter** annually, requesting board approval for proposed changes, and ensure appropriate disclosure as may be required by law or regulation.
- Confirm annually that all responsibilities outlined in this charter have been carried out.

_____ _____

Alamo Colleges District Date
Mr. Roberto Zárate
Topic Chairman, Audit, Budget and Finance
Committee of the Whole

_____ _____

Alamo Colleges District Date
Mr. Marcelo Casillas
Board of Trustees Chair

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT
AUDIT COMMITTEE CHARTER

Effective: January 21, 2020

This **Charter** applies when the Alamo Colleges Board of Trustees, acting as a Committee of the Whole, functions as the Alamo Colleges Audit Committee ("Audit Committee").

PURPOSE

To assist the board of directors in fulfilling its oversight responsibilities for the financial reporting process, the system of internal control, the audit process, and the company's process for monitoring compliance with laws and regulations and the code of conduct.

AUTHORITY

The Audit Committee, acting through its Topic Chairperson, has authority to conduct or authorize investigations into any matters within its scope of responsibility. It is empowered to:

- Appoint, compensate, and oversee the work of any registered public accounting firm employed by the organization.
- Resolve any disagreements between management and the auditor regarding financial reporting.
- Pre-approve all auditing and non-audit services performed by the external auditor.
- Retain independent counsel, accountants, or others to advise the committee or assist in the conduct of an investigation
- Retain independent counsel or other advisors as deemed necessary to carry out the Board's audit duties.
- Seek any information it requires from employees - all of whom are directed to cooperate with the committee's requests - or external parties.
- Meet with District Management and Staff, external auditors, or outside counsel, as necessary.

COMPOSITION

The composition of Audit Committee will be determined from time to time by the Board of Trustees. At present, the Alamo Colleges Board of Trustees, acting as a Committee of the Whole, functions as the Audit Committee The Board's Chairperson will appoint Audit Committee Chairs and Vice-Chairs.

MEETINGS

The Committee will meet at least four times a year, with authority to convene additional meetings, as circumstances require. Committee members are expected to attend each meeting. The Committee will invite the Chancellor and District Management, Board members, auditors, and other appropriate parties to attend meetings and provide pertinent information, as necessary. In compliance with the Texas Open Meetings Act, it will hold executive sessions with auditors as deemed appropriate. Meeting agendas will be prepared and provided in advance to members, along with appropriate briefing materials. Minutes will be prepared.

ALAMO COLLEGES DISTRICT
AUDIT COMMITTEE CHARTER
Effective: January 21, 2020

RESPONSIBILITIES

The Committee will carry out the following responsibilities:

Financial Statements

- Review significant accounting and reporting issues, including complex or unusual transactions and highly judgmental areas, and recent professional and regulatory pronouncements, and understand the pronouncements' impact on the financial statements.
- Review with the administration and the external auditors the results of the annual financial audit, including any difficulties encountered.
- Review the annual financial statements and consider whether they are complete, consistent with information known to Committee Members, and reflect the application of appropriate accounting principles.
- Review other sections of the annual report and related regulatory filings before release and consider the accuracy and completeness of the information.
- Review with the administration and the external auditors all matters required to be communicated to the Committee under generally accepted accounting and auditing standards.
- Understand how management develops interim financial information, and the nature and extent of external auditor involvement.
- Review interim financial reports with District Management and the auditors, and consider whether the proposed reports are complete and consistent with the information known to Committee Members.

Internal Control

- Consider the effectiveness of the District's internal control systems, including information technology security and controls.
- Consider the scope of internal and external auditors' review of internal controls over financial reporting, and obtain reports on significant findings and recommendations, together with the Chancellor's and District Management's responses.

Internal Audit

- Approve the Internal Audit Department's charter.
- Approve the risk-based internal audit plan.
- Approve the Internal Audit Department's budget and resource plan.
- Receive communications from the Chief Audit Executive on the Internal Audit Department's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the Chief Audit Executive.
- At least once per year, review the performance of the Chief Audit Executive.
- Approve the remuneration of the Chief Audit Executive.
- Review the effectiveness of the Internal Audit Department.
- Make appropriate inquiries of management and the Chief Audit Executive to determine whether there are inappropriate scope or resource limitations.

External Audit

- Review the external auditors' proposed audit scope and approach, and coordinate external audit efforts with the Vice Chancellor for Finance and Administration.
- Review the performance of the external auditors and recommend to the Board the appointment or discharge of the auditors.
- Review and confirm the independence of the external auditors by obtaining statements from the auditors on relationships between the auditors and the District, including non-audit services, and discussing the relationships with the auditors.
- In compliance with Texas Open Meetings Act meet on a regular basis separately with the external auditors to discuss any matters that the Committee believes can and should be discussed privately.

Compliance

- Review the effectiveness of the system for monitoring compliance with laws and regulations and the results of the Chancellor's and District Management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.
- Review the findings of any examinations by regulatory agencies and any auditors' observations.
- Review the process for communicating the code of conduct to Alamo Colleges' personnel and for monitoring compliance therewith.
- Obtain regular updates from the Chancellor, the District Ethics and Compliance Officer, and the District Office of Legal Services regarding compliance matters.

ALAMO COLLEGES DISTRICT
AUDIT COMMITTEE CHARTER
Effective: January 21, 2020

Reporting Responsibilities

- As appropriate, the Committee will review and report to the Board of Trustees about its activities, issues, and related recommendations.
- As appropriate, provide an open avenue of communication among internal audit, the external auditors, and the Board of Trustees.
- Review any other reports the District issues that relate to Committee responsibilities, including all outside consultant reports.

Other Responsibilities

- Perform other activities related to this **Charter** as requested by the Board of Trustees.
- Institute and oversee special investigations as needed.
- Review and assess the adequacy of the Committee **Charter** annually, requesting board approval for proposed changes, and ensure appropriate disclosure as may be required by law or regulation.
- Confirm annually that all responsibilities outlined in this charter have been carried out.

_____ _____

Alamo Colleges District Date
Mr. Roberto Zárate
Topic Chairman, Audit, Budget and Finance
Committee of the Whole

_____ _____

Alamo Colleges District Date
Mr. Marcelo Casillas
Board of Trustees Chair

ALAMO COLLEGES DISTRICT

Discussion and Possible Action on Audit Services Policy C.1.2 and Internal Audit Protocol C.1.2.1

Presented to the Board Acting as Committee of the Whole on January 19, 2021, and recommended for approval to the ALAMO COLLEGES BOARD OF TRUSTEES on January 26, 2021.

MINUTE ORDER

"The Board of Trustees hereby approves the policies and procedures related to audit services as attached to this Minute Order."

PURPOSE

Periodic review and approval.

BACKGROUND

The Audit Services Policy (C.1.2) pertains to both external audit and internal audit. The Audit Services Policy was last reviewed or amended on January 21, 2020. No changes are recommended by the Internal Audit Department to the Audit Services Policy.

The Internal Audit Protocol (C.1.2.1) was last reviewed or amended on January 21, 2020. No changes are recommended by the Internal Audit Department to the Internal Audit Protocol.

It is proposed that the Audit Services Policy and the Internal Audit Protocol be reviewed and approved by the Board.

IMPLICATIONS

Financial: None

Strategic Plan: Goal III – Performance Excellence

Human Resources: None

ATTACHMENTS: Audit Services Policy (C.1.2), Effective January 26, 2021 – Final
Current Audit Services Policy, Effective January 21, 2020
Internal Audit Protocol (C.1.2.1), Effective January 26, 2021 - Final
Current Internal Audit Protocol, Effective January 21, 2020

William G. Wullenjohn, Sr. Date
District Director of Internal Audit

Roberto Zárate Date
Chairman, Audit, Budget & Finance Committee

ALAMO COLLEGES DISTRICT

C.1.2 (Policy) Audit Services
Responsible Department: Vice Chancellor for Finance and Administration
Board Adoption: 8-18-09
Last Board Action: 1-26-21

External Audits

The Board shall select an auditing firm for a designated period through a Request for Proposal (RFP) or an engagement letter that outlines the Board's expectations for the annual audit and ensures that the audit firm follows the guidelines and standards of the American Institute of Certified Public Accountants (AICPA), the Governmental Accounting Standards Board (GASB), and the Government Accountability Office (GAO).

The purpose of the annual audit is to:

1. Assess whether Alamo Colleges' financial statement present fairly, in all material respects, the financial position of the District.
2. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by Alamo Colleges.
3. Determine Alamo Colleges' compliance with requirements described by the U.S. Office of Management and Budget (OMB).

A comprehensive annual financial report (CAFR), including opinion letters from the engaged external auditor, shall be submitted annually to the Board. A copy of the independent audit shall become a part of the Board's official minutes and shall be available to the public for inspection during regular office hours.

Periodically, the Chancellor shall submit reports to the Board evaluating the work of the College District's external auditor.

The CAFR for the fiscal year ending August 31 shall be filed with the Coordinating Board on or prior to January 1, following the close of the fiscal year for which the audit was made. Three copies of the annual report shall be submitted to the Coordinating Board. Additional copies shall be submitted to other governmental agencies, as required.

Internal Audits

Internal Audit is an independent, objective assurance and consulting activity designed to add value and improve District operations. The Internal Audit Department will help the District accomplish its objectives by bringing a systematic, disciplined approach to evaluating and improving the effectiveness of risk management, control, and governance processes.

The Internal Audit activity is established by the Board of Trustees and its responsibilities are defined by the Board as part of their oversight role. The overall role and responsibilities of the Internal Audit function shall be outlined in the Internal Audit Charter, which must be reviewed with and approved by the Board of Trustees annually.

The Internal Audit Department will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' (IIA) International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Code

of Ethics, the *International Standards for the Professional Practice of Internal Auditing*, and the Definition of Internal Auditing.

Internal auditors shall have full, free and unrestricted access to Alamo Colleges' records (manual and electronic), physical properties, and personnel relevant to Internal Audit planned projects, investigations, process reviews, or activities requested by the Board or management. When possible, Internal Audit shall be granted necessary access to systems and/or folders to obtain documentation directly. If direct access is not possible, Internal Audit shall coordinate with management to request and receive information and documentation directly from the employee(s) responsible. Internal Audit shall keep management apprised of documents and information requested and/or collected. Management shall not alter, filter, omit or limit information provided to Internal Audit. Documents and information given to internal auditors during a review shall be handled in the same prudent manner as by those employees normally accountable for them.

Internal auditors shall have no direct responsibility or any authority over any activities or operations they review. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair the internal auditor's judgment.

Audit findings and recommendations related to efficiency and effectiveness of processes, adequacy of internal controls, and compliance with legal, regulatory and policy requirements shall be included in a written report to be provided to applicable members of management and the Board. An annual report on Internal Audit activities shall be approved by the Board and published on the Alamo Colleges website in accordance with the Texas Internal Auditing Act.

Internal Audit will follow up on findings and recommendations and report status to the Board on a periodic basis. In addition, Internal Audit will maintain a quality assurance and improvement program.

The District Director of Internal Audit is authorized to notify the appropriate regulatory, law enforcement, and legal authorities of any potential criminal audit findings. The Chancellor and the Board shall be notified prior to such action. Any instances when it is suspected or confirmed money was lost, misappropriated, or misused or that other fraudulent or unlawful conduct has occurred should be reported to Internal Audit and Legal for consideration for reporting to the State Auditor's Office in accordance with Tex. Gov. Code § 321.022.

All internal audits shall be conducted in accordance with the procedures for internal audit services in C.1.2.1 (Procedure) Internal Audit Protocol.

C.1.2.1 (Procedure) Internal Audit Protocol

Legal Reference - TACC Policy Reference Manual
CDC(LEGAL) - Accounting: Audits

C.1.2 (Policy) Audit Services
Responsible Department: Vice Chancellor for Finance and Administration
Board Adoption: 8-18-09
Last Board Action: 1-21-20

External Audits

The Board shall select an auditing firm for a designated period through a Request for Proposal (RFP) or an engagement letter that outlines the Board's expectations for the annual audit and ensures that the audit firm follows the guidelines and standards of the American Institute of Certified Public Accountants (AICPA), the Governmental Accounting Standards Board (GASB), and the Government Accountability Office (GAO).

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1. Assess whether Alamo Colleges' financial statement present fairly, in all material respects, the financial position of the District.
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The Internal Audit activity is established by the Board of Trustees and its responsibilities are defined by the Board as part of their oversight role. The overall role and responsibilities of the Internal Audit function shall be outlined in the Internal Audit Charter, which must be reviewed with and approved by the Board of Trustees annually.

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Internal auditors shall have no direct responsibility or any authority over any activities or operations they review. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair the internal auditor's judgment.

Audit findings and recommendations related to efficiency and effectiveness of processes, adequacy of internal controls, and compliance with legal, regulatory and policy requirements shall be included in a written report to be provided to applicable members of management and the Board. An annual report on Internal Audit activities shall be approved by the Board and published on the Alamo Colleges website in accordance with the Texas Internal Auditing Act.

Internal Audit will follow up on findings and recommendations and report status to the Board on a periodic basis. In addition, Internal Audit will maintain a quality assurance and improvement program.

The District Director of Internal Audit is authorized to notify the appropriate regulatory, law enforcement, and legal authorities of any potential criminal audit findings. The Chancellor and the Board shall be notified prior to such action. Any instances when it is suspected or confirmed money was lost, misappropriated, or misused or that other fraudulent or unlawful conduct has occurred should be reported to Internal Audit and Legal for consideration for reporting to the State Auditor's Office in accordance with Tex. Gov. Code § 321.022.

All internal audits shall be conducted in accordance with the procedures for internal audit services in C.1.2.1 (Procedure) Internal Audit Protocol.

C.1.2.1 (Procedure) Internal Audit Protocol

Legal Reference - TACC Policy Reference Manual
CDC(LEGAL) - Accounting: Audits

C.1.2.1 (Procedure) Internal Audit Protocol
Responsible Department: District Director of Internal Audit
Based on Board Policy C.1.2 - Audit Services
Board Adoption: 8-18-09
Last Board Action: 1-26-21

The internal audit function of the Alamo Colleges plays a key role in efforts to be accountable for the operations and for the delivery of services to its constituency. It is incumbent that this process adds value to the organization. The goal of this process is to increase accountability and transparency through collaboration**.**

Annual Planning

- An organization-wide risk assessment will be performed annually; the results will be reported to the Board of Trustees.
- An audit plan will be developed based on the risk assessment and presented to the Board of Trustees for approval.
- The audit plan may include a combination of full scope, limited scope, analytical review, and/or consulting projects. An estimate of time for internal resources and/or cost for external resources will be provided. The number of projects in a given plan year may vary depending on the scope and nature of the work to be performed. The approved audit plan will be shared with management and key personnel in departments that will be affected.

Projects

- Internal audit will hold a pre-entrance conference with the department leadership team. The purpose is to discuss the audit process, communicate expectations, establish a preliminary scope and timeline, and identify staff to be involved.
- Prior to the start of fieldwork, an entrance conference with essential personnel will be held to discuss and agree on the scope and objectives (value-added approach) for the project, and if it is an audit or non-audit service.
- A work plan, including milestones and an estimated completion date, will be established by the internal audit team with input from the client department staff to achieve a clear understanding of the requirements for the project.
- Concerns, findings, and recommendations will be communicated in writing to the project department leadership.
- Weekly status updates will be provided to department leadership during the project fieldwork phase. Status meetings will be held as needed to discuss potential issues.
- An exit conference will be held with department leadership and the related President or Vice Chancellor to discuss the results of the engagement, including any findings and recommendations, and to reach an agreement on corrective action to be taken.

Reporting and Monitoring

- Reports should separately delineate findings from operational efficiency or best practice recommendations. Significant findings of non-compliance with laws, policies, and procedures; internal control deficiencies; and financial misstatements should be emphasized.
- A draft report will be submitted to the Administration for review and comment. Reports will be accurate, objective, complete, clear, concise, constructive, complete, and timely per the Internal Audit Standards. If the Administration disagrees with any of the findings presented in the report, they may include a written management response in the final report.
- A report will be considered complete upon management concurrence, submission of any responses, or thirty workdays after distributing the draft.
- A final report, including any management responses, will be submitted to the Board.

Charter

The Internal Audit Charter is available online at

https://www.alamo.edu/about-us/offices-departments/departments/internal-audit/

Legal Reference - TACC Policy Reference Manual
CDC(LEGAL) - Accounting: Audits

C.1.2.1 (Procedure) Internal Audit Protocol
Responsible Department: District Director of Internal Audit
Based on Board Policy C.1.2 - Audit Services
Board Adoption: 8-18-09
Last Board Action: 1-21-20

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- A report will be considered complete upon management concurrence, submission of any responses, or thirty workdays after distributing the draft.
- A final report, including any management responses, will be submitted to the Board.

Charter

The Internal Audit Charter is available online at

https://www.alamo.edu/about-us/offices-departments/departments/internal-audit/

Legal Reference - TACC Policy Reference Manual
CDC(LEGAL) - Accounting: Audits

Minute Order: Purchase of Construction Services for Renovation of the EETC

Sammi Morrill, Ph.D.
Associate Vice Chancellor of Operations
Economic and Workforce Development

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

Background –
Eastside Education and Training Center (EETC)

- **2014** – Eastside sector of San Antonio designated as 1 of 5 Federal Promise Zones in the country.
- **2015** – San Antonio Eastside Promise Zone (EPZ) committee's strategic plan calls for a "one-stop" center to provide job training and education opportunities for EPZ residents...selects Pfeiffer Elementary for location.
- **2016** – SAISD, CoSA, and Alamo Colleges District (ACD) enter into an agreement for the programming and operations at the Eastside Education and Training Center (EETC).
  - ACD leases bldg. for 15 yr. term.
  - ACD, CoSA, and SAISD apply for & are **awarded $1.5M in EDA grant funds**
  - Doors open November 2016.



Background –
Eastside Education and Training Center (EETC)

- **2019** – Designated as a Housing and Urban Development (HUD) Envision Center





Mission: Centralized hub that provides people with resources and support needed to excel.

Economic Development Administration Grant

$1.5 M Timeline: Bldg. 1

- Jan 2021: Board Approval of Construction
- Feb. – Jul. 2021: Renovation
- Aug. 2021: Bldg. 1 Complete





Eastside Education and Training Center (EETC)

EDA Grant-Funded Renovation

- **Project Cost:**

Construction (Tejas Premier Building Contractor, Inc.)	**$1,120,555**
Soft Costs Architect; Engineering Services; Bldg. Permit Fees, etc.	**$ 379,445**
TOTAL PROJECT COST	**$1,500,000**

U.S. ECONOMIC DEVELOPMENT ADMINISTRATION GRANT	**$1,500,000**
TOTAL PROJECT COST	**$1,500,000**

Eastside Education and Training Center (EETC)

EDA Grant-Funded Renovation

Scope of Services – In Order of Funding Amount
A/C Unit Ventilators Replacement (1st Floor)
A/C Unit Ventilators Replacement (2nd Floor)
Restroom Renovation
Site Work Repair & ADA Compliance
Security & Data Upgrades
Replace Lighting (1st Floor)
Signage



Eastside Education and Training Center (EETC)

Priority Projects



PROJECTS	SUMMARY
Phase 1 - Execute EDA-funded Renovations (Bldg. 1) *EDA Grant-Funded: $1.5M*	Restroom Renovations, Replace Lighting (1st floor), Site Work Repair & ADA Compliance, Security & Data Upgrades, Signage, A/C Unit Ventilators Replacement (1st & 2nd Floor)
Phase 2 – Further Renovations to Bldg. 1 & Bldg. 3 (Gym) Renovation *Estimated Total Costs: $3.5M*	Roof, Renovation of Entry, Lobby/Welcome Center, Enhanced A/C Controls, Replace Lighting (2nd floor), Renovation for Lab Space
Future EETC Renovations as Programming Expands and as Funding Becomes Available	
Bldg. 2, Former Library Renovations	Code Compliance, Roof Repair, Interior Design, Building Systems
Bldg. 4, Former Early Childcare Center Renovations	Code Compliance, Exterior/Interior, Building Systems, Playground

Minute Order

Presented to the Board Acting as Committee as the Whole – Jan. 19th

The Board of Trustees hereby awards a contract providing for the purchase Construction Services for Renovation of the Eastside Education & Training Center for the Alamo Colleges District to Tejas Premier Building Contractor, Inc. for the amount of $1,120,555 as requested by the Interim Vice Chancellor for Economic and Workforce Development.

Thank you.

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award
2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

Minute Order: Purchase of Construction Services for Renovation of the EETC

Sammi Morrill, Ph.D.
Associate Vice Chancellor of Operations
Economic and Workforce Development

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

Background –
Eastside Education and Training Center (EETC)

- **2014** – Eastside sector of San Antonio designated as 1 of 5 Federal Promise Zones in the country.
- **2015** – San Antonio Eastside Promise Zone (EPZ) committee's strategic plan calls for a "one-stop" center to provide job training and education opportunities for EPZ residents...selects Pfeiffer Elementary for location.
- **2016** – SAISD, CoSA, and Alamo Colleges District (ACD) enter into an agreement for the programming and operations at the Eastside Education and Training Center (EETC).
  - ACD leases bldg. for 15 yr. term.
  - ACD, CoSA, and SAISD apply for & are **awarded $1.5M in EDA grant funds**
  - Doors open November 2016.



Background –
Eastside Education and Training Center (EETC)

- **2019** – Designated as a Housing and Urban Development (HUD) Envision Center





Mission: Centralized hub that provides people with resources and support needed to excel.

Economic Development Administration Grant

$1.5 M Timeline: Bldg. 1

- Jan 2021: Board Approval of Construction
- Feb. – Jul. 2021: Renovation
- Aug. 2021: Bldg. 1 Complete





Eastside Education and Training Center (EETC)

EDA Grant-Funded Renovation

- **Project Cost:**

Construction (Tejas Premier Building Contractor, Inc.)	**$1,120,555**
Soft Costs Architect; Engineering Services; Bldg. Permit Fees, etc.	**$ 379,445**
TOTAL PROJECT COST	**$1,500,000**

U.S. ECONOMIC DEVELOPMENT ADMINISTRATION GRANT	**$1,500,000**
TOTAL PROJECT COST	**$1,500,000**

Eastside Education and Training Center (EETC)

EDA Grant-Funded Renovation

Scope of Services – In Order of Funding Amount
A/C Unit Ventilators Replacement (1st Floor)
A/C Unit Ventilators Replacement (2nd Floor)
Restroom Renovation
Site Work Repair & ADA Compliance
Security & Data Upgrades
Replace Lighting (1st Floor)
Signage



Eastside Education and Training Center (EETC)

Priority Projects



PROJECTS	SUMMARY
Phase 1 - Execute EDA-funded Renovations (Bldg. 1) *EDA Grant-Funded: $1.5M*	Restroom Renovations, Replace Lighting (1st floor), Site Work Repair & ADA Compliance, Security & Data Upgrades, Signage, A/C Unit Ventilators Replacement (1st & 2nd Floor)
Phase 2 – Further Renovations to Bldg. 1 & Bldg. 3 (Gym) Renovation *Estimated Total Costs: $3.5M*	Roof, Renovation of Entry, Lobby/Welcome Center, Enhanced A/C Controls, Replace Lighting (2nd floor), Renovation for Lab Space
Future EETC Renovations as Programming Expands and as Funding Becomes Available	
Bldg. 2, Former Library Renovations	Code Compliance, Roof Repair, Interior Design, Building Systems
Bldg. 4, Former Early Childcare Center Renovations	Code Compliance, Exterior/Interior, Building Systems, Playground

Minute Order

Presented to the Board Acting as Committee as the Whole – Jan. 19th

The Board of Trustees hereby awards a contract providing for the purchase Construction Services for Renovation of the Eastside Education & Training Center for the Alamo Colleges District to Tejas Premier Building Contractor, Inc. for the amount of $1,120,555 as requested by the Interim Vice Chancellor for Economic and Workforce Development.

Thank you.



ALAMO COLLEGES DISTRICT





Discussion and Possible Action for the Purchase of Construction Services for Renovation of the Eastside Education & Training Center (EETC) for the Alamo Colleges District

Presented to the Board Acting as Committee of the Whole on January 19, 2021 and now presented to Board for approval on January 26, 2021.

MINUTE ORDER
"The Board of Trustees hereby finds that the Competitive Sealed Proposal (CSP) procurement method is most appropriate to this project and awards a contract providing for the purchase Construction Services for Renovation of the Eastside Education & Training Center for the Alamo Colleges District to Tejas Premier Building Contractor, Inc. for the amount of $1,120,555, as requested by the Interim Vice Chancellor for Economic and Workforce Development, subject to contract terms acceptable to District Counsel."

PURPOSE
The contract action provides for the purchase of construction services for renovation of the Eastside Education & Training Center using the Competitive Sealed Proposal method. The scope of work will consist of ADA and facility improvements to include site, mechanical, plumbing and electrical work and reconstruction of the existing asphalt pavement parking lot.

BACKGROUND
The renovations are to the first floor (totaling approximately 18,391 sq. ft.) and ventilator equipment replaced on the second floor of the main of four buildings of the facility, located at 4551 Dietrich Road and built in 1964 as an elementary school. The facility is owned by San Antonio Independent School District ("SAISD") and leased for a nominal rent to the Alamo Colleges District. These renovations to the EETC, a US Department of Housing and Urban Development-recognized EnVision Center, will benefit the approximately 6,300 community members who visit the center annually seeking workforce training and a variety of wraparound services from a consortium of approximately 15 partners onsite. This renovation project is funded by a grant from the US Department of Commerce Economic Development Administration (EDA) to Alamo Colleges District and SAISD as co-applicants.

Alamo Colleges District utilized the Competitive Sealed Proposal (CSP) procurement method by which it requested proposals, ranked the Offerors, and then recommended a contract award with a General Contractor to deliver the renovation of the facility. The governmental unit contracts with separate entities for the design and construction of the project to deliver the construction services in this project delivery method. The design services component of this project (not part of this award) was accomplished outside of the construction services CSP, and the designs were included in the CSP for vendors to bid in accordance with the statues for construction contracting using this method. The General Contractor assumes the risk for renovating the facility for the contracted price.

A notice soliciting competitive sealed proposals was advertised in the San Antonio Express-News and La Prensa twice over a thirty-two-day period. Additionally, Purchasing and Contract Administration sent notices to 276 potential Offerors. The sixteen responses received by the CSP deadline were evaluated by representatives from Economic and Workforce Development, Facilities Operations and Construction Management, and the architectural firm considering the Alamo Colleges District specifications and requirements. As a result of this effort, the proposal submitted by Tejas Premier Building Contractor, Inc. is recommended for award on the basis of best value. The contract awarded to Tejas Premier Building Contractor, Inc. will contribute to the Alamo College District Small, Minority, Women, and Veteran Owned Business Enterprise (SMWVBE) Program Aspiration Goal.

IMPLICATIONS
Financial: $1,120,555
Funding Source: 939961-897034-74105-9465 (DSO DoCmm EDA Morrill EETC 2021)
Strategic Plan: Goal I – Student Success; Goal III - Performance Excellence
Employee Services: None

ATTACHMENTS: Price Tabulation, Evaluation Criteria

Gary O'Bar, C.P.M.
Director for Purchasing & Contract Administration

Xavier Urrutia
Interim Vice Chancellor for
Economic and Workforce Development

Dr. Diane Snyder

Digitally signed by Dr. Diane Snyder
Date: 2021.01.14 17:33:06 -06'00'

Dr. Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

Dr. Mike Flores
Chancellor

ALAMO COLLEGES DISTRICT

CSP # 21C-001

PRICE TABULATION

PURCHASE OF CONSTRUCTION SERVICES FOR THE RENOVATIONS TO THE
EASTSIDE EDUCATION & TRAINING CENTER (EETC) FOR THE ALAMO COLLEGES DISTRICT

Vendors	Base Offer	Alternate Bid No. 1	Alternate Bid No. 2	Total Offer	Price Rank	Technical Rank	Overall Rank
AMG Contractors, LLC	$ 1,307,681.00	$ 9,454.00	$ 27,694.00	$ 1,344,829.00	10	4	8
ARS dba Garren Construction	$ 1,543,119.30	$ 16,650.30	$ 15,745.30	$ 1,575,514.90	12	15	15
Baron-Long Construction, Ltd	$ 1,300,000.00	$ 6,200.00	$ 8,000.00	$ 1,314,200.00	8	13	13
Basic IDIQ, Inc.	$ 1,355,000.00	$ 730.00	$ 15,500.00	$ 1,371,230.00	11	2	5
CGC General Contractors, Inc.	$ 1,290,000.00	$ 13,000.00	$ 24,000.00	$ 1,327,000.00	9	5	9
Con-Cor, Inc.	$ 1,251,676.13	$ 1,740.00	$ 2,493.00	$ 1,255,909.13	6	12	11
Davila Construction, Inc.	$ 1,269,468.10	$ 10,575.00	$ 6,390.00	$ 1,286,433.10	7	6	6
Geofill Construction	$ 1,554,900.00	$ 39,000.00	$ 9,500.00	$ 1,603,400.00	13	7	10
The Pounds Group LLC dba Sullivan Contracting Services	$ 1,034,910.00	$ 2,108.00	$ 2,382.00	$ 1,039,400.00	1	8	2
R.L. Rohde General Contracting, Inc.	$ 1,094,974.00	$ 4,000.00	$ 3,500.00	$ 1,102,474.00	3	9	4
RCO Construction, LLC	$ 1,594,801.00	$ 10,500.00	$ 3,500.00	$ 1,608,801.00	14	11	14
SpawGlass Contractors, Inc.	$ 1,608,787.00	$ 2,290.00	$ 4,703.00	$ 1,615,780.00	15	1	7
Tejas Premier Building Contractor, Inc.	$ 1,099,995.00	$ 15,025.00	$ 5,535.00	$ 1,120,555.00	4	3	1
Valla Construction, Inc.	$ 1,042,025.58	$ 5,744.25	$ 4,450.50	$ 1,052,220.33	2	10	3
Waterman Construction, LLC	$ 1,225,000.00	$ 8,300.00	$ 3,100.00	$ 1,236,400.00	5	14	12

Notes:

1. The proposal submitted by D. Wilson was withdrawn.
2. Alternate Bid No. 1 includes removal of existing toilet and toilet accessories at single use toilet rooms.
3. Alternate Bid No. 2 includes replacing doors 005 and 006 at IDF 101 and Administrative Offices and finish doors to match existing doors.

EVALUATION CRITERIA

PURCHASE OF CONSTRUCTION SERVICES FOR THE RENOVATIONS TO THE
EASTSIDE EDUCATION & TRAINING CENTER (EETC) FOR THE ALAMO COLLEGES DISTRICT

Criteria	Maximum Points
Price components	50
Offeror's Experience & Reputation	15
Offeror's Past Performance with Owners	5
Subcontractors & Suppliers – Small, Minority, Veteran and/or Women Business Enterprise (SMWVBE)	20
Project Management Performance and Resources	10
Total	100

Minute Order: Purchase of Construction Services for Renovation of the EETC

Sammi Morrill, Ph.D.
Associate Vice Chancellor of Operations
Economic and Workforce Development

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

Background –
Eastside Education and Training Center (EETC)

- **2014** – Eastside sector of San Antonio designated as 1 of 5 Federal Promise Zones in the country.
- **2015** – San Antonio Eastside Promise Zone (EPZ) committee's strategic plan calls for a "one-stop" center to provide job training and education opportunities for EPZ residents...selects Pfeiffer Elementary for location.
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  - ACD leases bldg. for 15 yr. term.
  - ACD, COSA, and SAISD apply for & are **awarded $1.5M in EDA grant funds**
  - Doors open November 2016.



Background –
Eastside Education and Training Center (EETC)

- **2019** – Designated as a Housing and Urban Development (HUD) Envision Center





Mission: Centralized hub that provides people with resources and support needed to excel.

Economic Development Administration Grant

$1.5 M Timeline: Bldg. 1

- Jan 2021: Board Approval of Construction
- Feb. – Aug. 2021: Renovation
- Sept. 2021: Bldg. 1 Complete





Minute Order

Presented to the Board Acting as Committee as the Whole – Jan. 19th

The Board of Trustees hereby awards a contract providing for the purchase Construction Services for Renovation of the Eastside Education & Training Center for the Alamo Colleges District to Tejas Premier Building Contractor, Inc. for the amount of $1,120,555 as requested by the Interim Vice Chancellor for Economic and Workforce Development.

Spotlight on Community Impact

Recent News4 San Antonio Segments

- December 1st – High-demand jobs in San Antonio pay $15 an hour to train; Here's what you need to know | WOAI (news4sanantonio.com)

- December 22nd - San Antonio mom worked toward new nursing career in midst of pandemic | WOAI (news4sanantonio.com)

Thank you.

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award
2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

Southside Education and Training Center (SETC)

ALAMO COLLEGES DISTRICT

Project Statistics:

- **Architect**: Lake Flato
- **CMAR**: Thomas S. Byrne dba Byrne Const. Serv.
- **GMP**: $15,706,111
- **Building Square Footage**: 48,915 sf (two story)
- **Classrooms and Labs**: Digital Library, Training Rooms, Robotics, Multipurpose Room, AMT, Allied Health, Nursing Spaces, Faculty Office, Conference Room. **Labs:** Computer Labs, Classrooms, Skills/SIM Lab
- **Target Construction Start:** February 2021
- **Target Completion:** September 2022
- **Academic Term Opening**: Spring 2023
- **CMAR SMWVBE % Committed:** 30%



Southside Education and Training Center (SETC)

ALAMO COLLEGES DISTRICT

Construction GMP (Thomas S. Byrne dba Byrne Const. Serv.)	**$**	**15,706,111**
FF&E	**$**	**5,132,546**
Project Soft Cost	**$**	**2,161,343**
A/E; Eng. Services; Bldg. Permit Fees; Public Art; & Material Testing		
TOTAL PROJECT COST	**$**	**23,000,000**
G.O. BONDS	**$**	**23,000,000**
TOTAL PROJECT BUDGET	**$**	**23,000,000**

Discussion and Possible Action on Guaranteed Maximum Price for Alamo Colleges District – Southside Education and Training Center Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with Thomas S. Byrne dba Byrne Const. Serv. (CSP 18C-005)

Presented to the Board Acting as Committee of the Whole on January 19, 2021 and now presented to the Board for approval on January 26, 2021.

MINUTE ORDER

"The Board of Trustees hereby approves the Guaranteed Maximum Price Construction Manager-at-Risk fee negotiated with Thomas S. Byrne dba Byrne Const. Serv. in the amount of $15,706,111 (including contingency) for the construction of the Alamo Colleges District – Southside Education and Training Center Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate.

PURPOSE

To approve the Guaranteed Maximum Price Construction Manager-at-Risk fee negotiated with Thomas S. Byrne dba Byrne Const. Serv. in an amount not to exceed $15,706,111 for the construction of the Alamo Colleges District – Southside Education and Training Center Capital Improvement Project (CIP) subject to staff confirmation of scope and subsequent execution of GMP amendment.

BACKGROUND

In February 27, 2018, the Board approved the purchase of Construction Manager-at-Risk Services for the District for the General Obligation Bond Projects. Alamo Colleges District staff, the Construction Program Manager and the Architect have negotiated with the contractor for a Guaranteed Maximum Price (GMP) of $15,706,111 (including contingency) for this work. The GMP as presently drafted includes $40,740 Pre-Construction Services, $1,557,055 General Conditions Cost, and $527,250 Construction Phase Fee. The Construction Program Manager, Architect, and Construction Manager-at-Risk have analyzed a variety of value engineering alternatives for this project. This GMP represents the best value for Alamo Colleges District.

MAJOR FEATURES

The Southside Education and Training Center is a two (2) story new 48,915 square foot facility (first floor 27,666 sq. ft. & second floor 21,249 sq. ft.) for Alamo Colleges District. The new campus buildings will house simulation laboratories, instructional spaces, new faculty offices, a workforce robotics lab, a student welcome center & digital library, and a multipurpose community engagement facility. The location is next to the Southside Independent School District Campus bounded by Rocal Dr & Leal Road at 1760 Martinez – Losoya Rd off N. US Hwy 281.

IMPLICATIONS

Financial: GMP: $15,706,111 of Total Project Costs of **$23,000,000.**
$23M of G.O. Bonds will fund **$15,706,111** of construction costs and **$7,293,889** of project soft costs and FFE.
Strategic Objective: Goal I – Student Success; Goal III – Performance Excellence
SWMBE/HUB Participation: 24%
Employee Services:
ATTACHMENTS: Building and Site Plan, Project Summary Sheet

Lacy Hampton Digitally signed by Lacy Hampton Date: 2021.01.26 09:56:34 -06'00'

Dr. Robert Garza
President, San Antonio College

Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bond Construction Improvement Program (CIP)

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2021.01.25 14:51:00 -06'00'

Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

Dr. Mike Flores
Chancellor

Capital Improvement Program - Project Summary

ALAMO COLLEGES DISTRICT

General Information

Location/Campus:	Higher Education Regional Centers		**Bond Tranche #:**	1
			Orig.	**Rev.**
Project Title:	Southside Education and Training Center (SETC)	**Target Completion:**	3/27/2020	6/15/2022
Project Type:	New Building	**Target Square Footage:**	40,000	48,915
Project Manager:	Joe Martinez	**Construction Manager:**	Thomas S. Byrne	
Architect/Engineer:	Lake Flato	**Furniture:**	Wittigs or Nelson Interiors	

Project Description: The 2017 CIP project is part of the Alamo Colleges District Higher Education Regional Center / Campus network, designed to increase access to higher education services for residents of underserved rural high-needs sectors of Bexar County. The plan is to build SETC to meet higher education facility standards and to attain approval to offer accredited academic degree and workforce certificate programs and courses.

Revenue Source		Projected Costs		% Overage	0%
Gen. Oblig. Bonds	$ 23,000,000	**EARLY Estimated GMP:**	**$ 15,706,111**		
Maintenance Tax Notes:	$ -	**EARLY FF&E Budget:**	**$ 5,132,546**		
Other Source #2	$ -	**EARLY Estimated Soft Costs:**	**$ 2,161,343**		
Other Source #3	$ -	**Owner Provided Scope**			
Total Revenue:	**$ 23,000,000**	**Total Projected Costs:**	**$ 23,000,000**		

Bond Funded Expenditure Budget

	Original Budget	Revisions	Revised Budget	Encumbrances	Expenditures	Remaining Budget
Construction Budget:	$ 15,333,333	$ 372,778	$ 15,706,111			$ 15,706,111
Arch. & Eng.:	$ 1,533,333	$ (143,583)	$ 1,389,750		$ 1,040,414	$ 1,389,750
Const. Mtrls.Testing:	$ 306,667	$ 2,463	$ 309,130			$ 309,130
Spclzd. Eng. Services:	$ 153,333	$ -	$ 153,333			$ 153,333
Bldg Permit & Dev. Fees:	$ 153,333	$ -	$ 153,333			$ 153,333
Public Art:	$ 153,333	$ 2,463	$ 155,796	$ -	$ -	$ 155,796
F,F&E:	$ 5,366,667	$ (234,121)	$ 5,132,546	$ -	$ -	$ 5,132,546
		$ -	$ -	$ -	$ -	$ -
Total Bond Funded Budget:	**$ 23,000,000**	**$ -**	**$ 23,000,000**	**$ -**	**$ 1,040,414**	**$ 23,000,000**
Variance from Bond Revenue:	$ -					

Budget Comments: FF&E Outside of GMP Total $5,132,546: (Nursing Equip. $1,449,295 + Data Storage & AV $600,000, Furniture $850,000, CTTC LAB $260,839.40, WCOE $472,410.70, IT/AV True North $1,500,000).

FF&E Included in GMP: ($268,024 Comm., $709,754 Audio Visual & $362,240 Access Control & Security)

One-Time Costs in (Year Completed) to open Facility:

	Original Budget	Revisions	Revised Budget	Encumbrance	Expenditures	Remaining Budget
Total One-Time Budget:	$ -	$ -	$ -	$ -	$ -	$ -
Variance from Other Revenues:						

Budget Comments:

Discussion and Possible Action on Guaranteed Maximum Price for Alamo Colleges District – Southside Education and Training Center Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with Thomas S. Byrne dba Byrne Const. Serv. (CSP 18C-005)

Presented to the Board Acting as Committee of the Whole on January 19, 2021 and now presented to the Board for approval on January 26, 2021.

MINUTE ORDER

"The Board of Trustees hereby approves the Guaranteed Maximum Price Construction Manager-at-Risk fee negotiated with Thomas S. Byrne dba Byrne Const. Serv. in the amount of $15,759,604 (including contingency) for the construction of the Alamo Colleges District – Southside Education and Training Center Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate.

PURPOSE

To approve the Guaranteed Maximum Price Construction Manager-at-Risk fee negotiated with Thomas S. Byrne dba Byrne Const. Serv. in an amount not to exceed $15,759,604 for the construction of the Alamo Colleges District – Southside Education and Training Center Capital Improvement Project (CIP) subject to staff confirmation of scope and subsequent execution of GMP amendment.

BACKGROUND

In February 27, 2018, the Board approved the purchase of Construction Manager-at-Risk Services for the District for the General Obligation Bond Projects. Alamo Colleges District staff, the Construction Program Manager and the Architect have negotiated with the contractor for a Guaranteed Maximum Price (GMP) of $15,759,604 (including contingency) for this work. The GMP as presently drafted includes $40,740 Pre-Construction Services, $1,449,362 General Conditions Cost, and $527,250 Construction Phase Fee. The Construction Program Manager, Architect, and Construction Manager-at-Risk have analyzed a variety of value engineering alternatives for this project. This GMP represents the best value for Alamo Colleges District.

MAJOR FEATURES

The Southside Education and Training Center is a two (2) story new 48,915 square foot facility (first floor 27,666 sq. ft. & second floor 21,249 sq. ft.) for Alamo Colleges District. The new campus buildings will house simulation laboratories, instructional spaces, new faculty offices, a workforce robotics lab, a student welcome center & digital library, and a multipurpose community engagement facility. The location is next to the Southside Independent School District ("SSISD") campus bounded by Rocal Dr. & Leal Rd. at 1760 Martinez – Losoya Rd. off N. US Hwy 281 at a site ground leased for nominal rent from SSISD for a term of 50 years renewable for another 50 years.

IMPLICATIONS

Financial: GMP: $15,759,604 of Total Project Costs of **$23,000,000.**
$23M of G.O. Bonds will fund **$15,759,604** of construction costs and **$7,240,396** of project soft costs and FFE.
Strategic Objective: Goal I – Student Success; Goal III – Performance Excellence
SWMBE/HUB Participation: 24%
Employee Services:
ATTACHMENTS: Building and Site Plan, Project Summary Sheet

_____
Dr. Robert Garza
President, San Antonio College

_____
Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bond Construction Improvement Program (CIP)

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder
Date: 2021.01.20 12:30:11 -06'00'

_____
Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

_____
Dr. Mike Flores
Chancellor



SOUTHSIDE EDUCATION AND TRAINING CENTER (SETC) SITE PLAN
TOTAL SF 48,915
1760 MARTINEZ LOSOYA ROAD, SA TX 78221,

Capital Improvement Program - Project Summary

ALAMO COLLEGES DISTRICT

General Information

Location/Campus:	Higher Education Regional Centers		**Bond Tranche #:**	1
			Orig.	**Rev.**
Project Title:	Southside Education and Training Center (SETC)	**Target Completion:**	3/27/2020	6/15/2022
Project Type:	New Building	**Target Square Footage:**	40,000	48,915
Project Manager:	Joe Martinez	**Construction Manager:**	Thomas S. Byrne	
Architect/Engineer:	Lake Flato	**Furniture:**	Wittigs or Nelson Interiors	

Project Description: The 2017 CIP project is part of the Alamo Colleges District Higher Education Regional Center / Campus network, designed to increase access to higher education services for residents of underserved rural high-needs sectors of Bexar County. The plan is to build SETC to meet higher education facility standards and to attain approval to offer accredited academic degree and workforce certificate programs and courses.

Revenue Source		**Projected Costs**	**% Overage**	**0%**
Gen. Oblig. Bonds	$ 23,000,000	**EARLY Estimated GMP:**	**$**	**15,759,604**
Maintenance Tax Notes:	$ -	**EARLY FF&E Budget:**	**$**	**5,132,546**
Other Source #2	$ -	**EARLY Estimated Soft Costs:**	**$**	**2,107,850**
Other Source #3	$ -	**Owner Provided Scope**		
Total Revenue:	**$ 23,000,000**	**Total Projected Costs:**	**$**	**23,000,000**

Bond Funded Expenditure Budget

	Original Budget	Revisions	Revised Budget	Encumbrances	Expenditures	Remaining Budget
Construction Budget:	$ 15,333,333	$ 426,271	$ 15,759,604			$ 15,759,604
Arch. & Eng.:	$ 1,533,333	$ (197,076)	$ 1,336,257		$ 1,040,414	$ 1,336,257
Const. Mtrls.Testing:	$ 306,667	$ 2,463	$ 309,130			$ 309,130
Spclzd. Eng. Services:	$ 153,333	$ -	$ 153,333			$ 153,333
Bldg Permit & Dev. Fees:	$ 153,333	$ -	$ 153,333			$ 153,333
Public Art:	$ 153,333	$ 2,463	$ 155,796	$ -	$ -	$ 155,796
F,F&E:	$ 5,366,667	$ (234,121)	$ 5,132,546	$ -	$ -	$ 5,132,546
		$ -	$ -	$ -	$ -	$ -
Total Bond Funded Budget:	**$ 23,000,000**	**$ -**	**$ 23,000,000**	**$ -**	**$ 1,040,414**	**$ 23,000,000**

Variance from Bond Revenue: $ -

Budget Comments: FF&E Outside of GMP Total $5,132,546: (Nursing Equip. $1,449,295 + Data Storage & AV $600,000, Furniture $850,000, CTTC LAB $260,839.40, WCOE $472,410.70, IT/AV True North $1,500,000).

FF&E Included in GMP: ($268,024 Comm., $709,754 Audio Visual & $362,240 Access Control & Security)

One-Time Costs in (Year Completed) to open Facility:

	Original Budget	Revisions	Revised Budget	Encumbrance	Expenditures	Remaining Budget
Total One-Time Budget:	$ -	$ -	$ -	$ -	$ -	$ -

Variance from Other Revenues:

Budget Comments:

Overview of Construction Minute Order Actions

January 19, 2021

Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bonds Capital Program (CIP)

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE

Construction Overview Agenda

2017 CIP Team and Construction Projects by the Numbers

- Mr. Lacy Hampton, AVC CIP

Southside Education and Training Center

MO Approve: GMP New Construction of the Southside Education and Training Center (SETC)

- Dr. Robert Garza, President / Mr. Xavier D. Urrutia, IVC EWD / Dr. Sammi Morrill, AVC EWD / Mr. Art Hall, EWD

Palo Alto College – Physical Plant Improvements

MO Approve: GMP Improvements of the Physical Plant

- Dr. Robert Garza, President

The 2017 CIP Team

Owner's Representative

MOCA monitors the development, management and coordination of the 2017 CIP and collaboratively works with the PM team keeping the ACD and CIP goals at the forefront.

- Patricia De Haro

Project Management (Project Managers Representing Each Campus)

AECOM serves as the bond program manager, leading the management of the construction projects and delivery of the 2017 CIP.

- Drew Dodson, Sr. Project Manager
- Claudia Ortiz, Project Controls Manager
- Tony Alfaro, SAC
- Brian Fruge, NVC
- Joe Martinez, PAC
- Ana Fasone, NLC
- Laura Anthony, ACD SPC, SWC

2017 CIP Bond Construction Projects by the Numbers

PROJECT STATUS	SPC	SAC	NVC	PAC	NLC	ETCs	Total
Projects Completed	3		3				6
Projects In Construction	2	4	1	1	1		9
Projects with Approved GMP						1	1
Projects with Upcoming GMP Approval		1		2		1	4
Projects in Various Design Phases		2	1			1	4
TOTAL							**24**

Overview of Construction Minute Order Actions

Education and Training Center
Southside Education and Training Center (SETC)

January 19, 2021

Dr. Robert Garza, President Palo Alto College
Mr. Xavier D. Urrutia, IVC EWD
Dr. Sammi Morrill, AVC EWD
Mr. Art Hall, EWD

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE

Southside Education and Training Center (SETC)

ALAMO COLLEGES DISTRICT

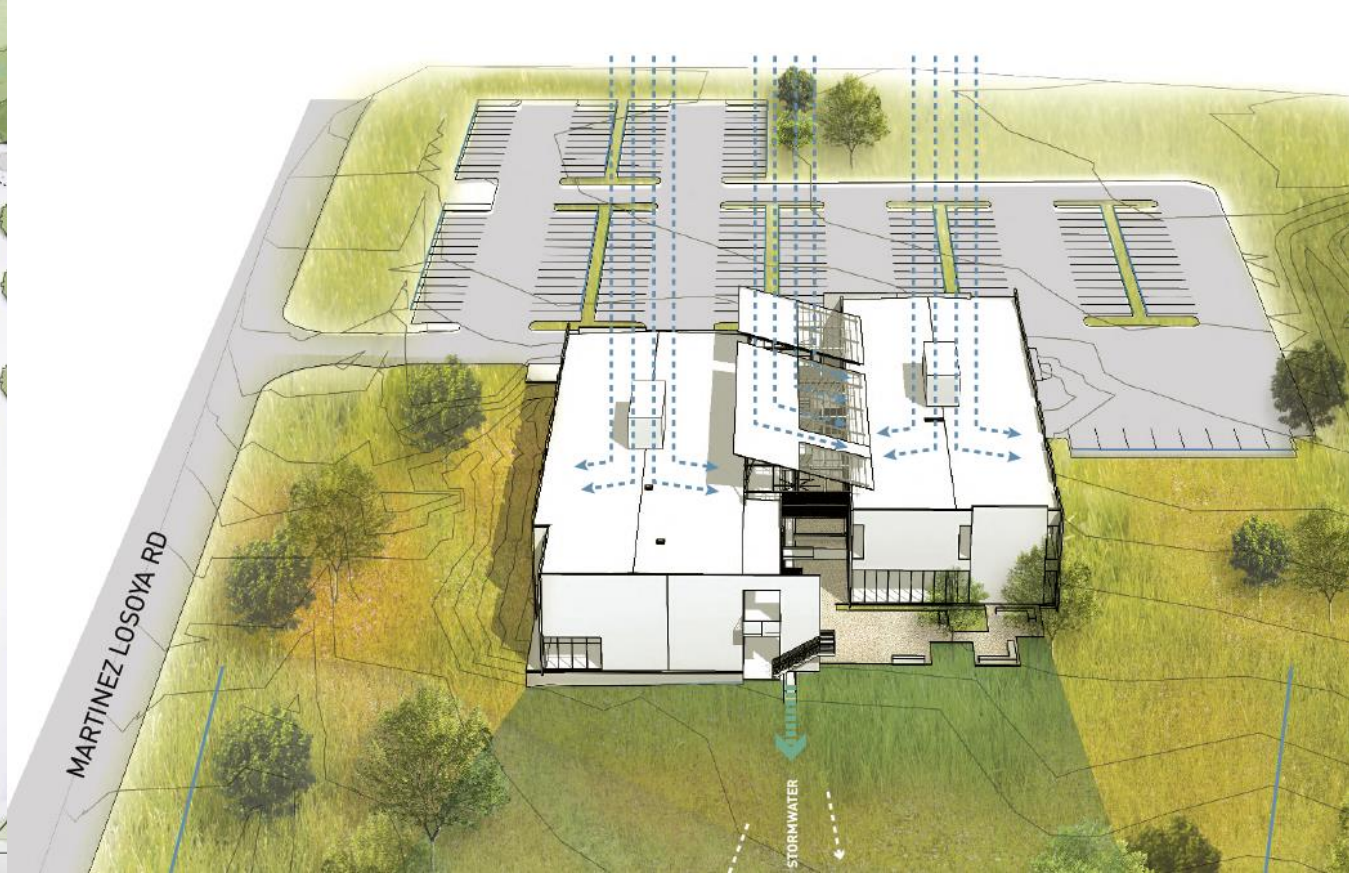
Project Statistics:

- **Architect**: Lake Flato
- **CMAR**: Thomas S. Byrne dba Byrne Const. Serv.
- **GMP**: $15,759,604
- **Building Square Footage**: 48,915 sf (two story)
- **Classrooms and Labs**: Digital Library, Training Rooms, Robotics, Multipurpose Room, AMT, Allied Health, Nursing Spaces, Faculty Office, Conference Room. **Labs:** Computer Labs, Classrooms, Skills/SIM Lab
- **Target Construction Start:** February 2021
- **Target Completion:** September 2022
- **Academic Term Opening**: Spring 2023
- **CMAR SMWVBE % Committed:** 30%



Southside Education and Training Center (SETC)

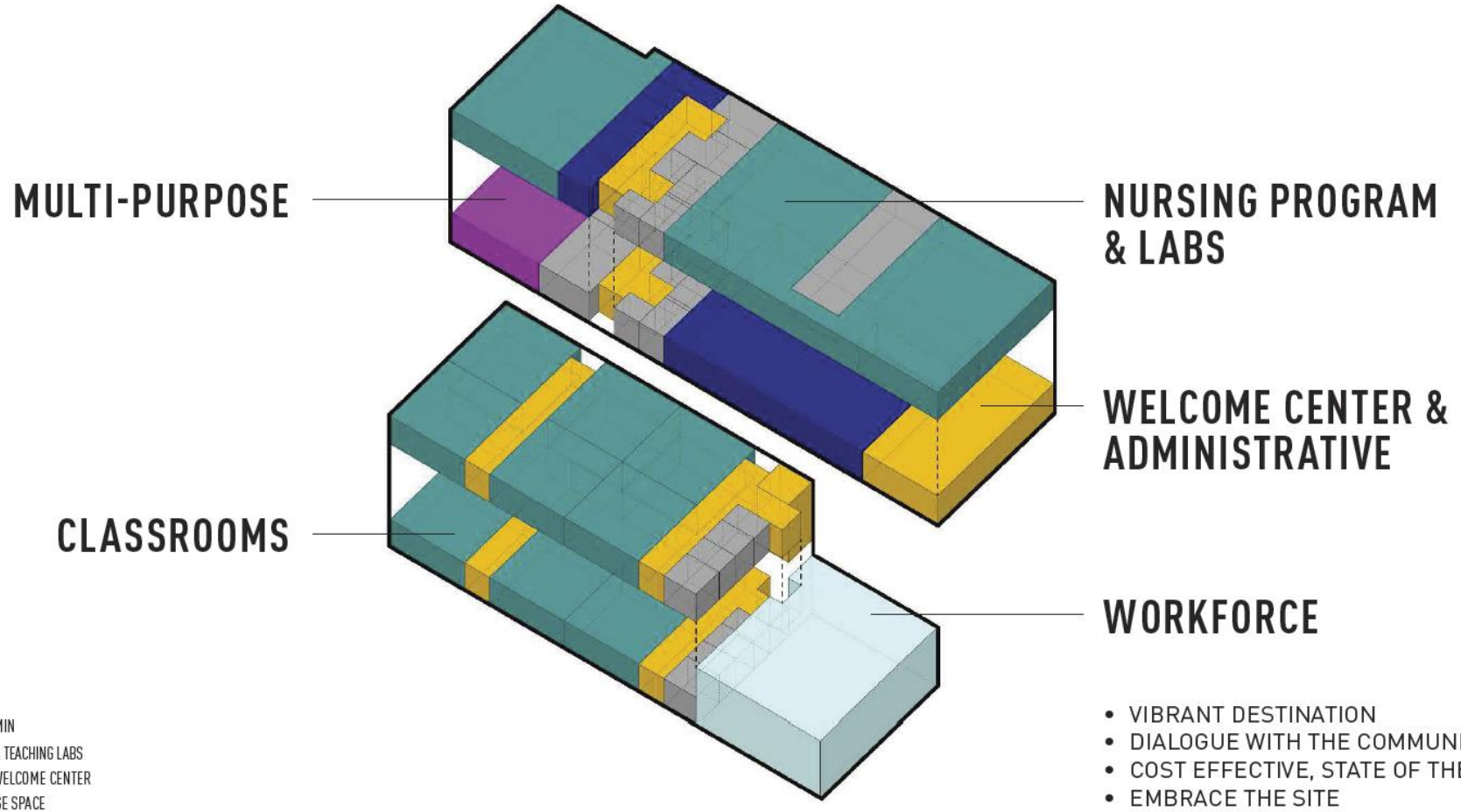




Southside Education and Training Center (SETC)

ALAMO COLLEGES DISTRICT

PROGRAM AXON DIAGRAM



- VIBRANT DESTINATION
- DIALOGUE WITH THE COMMUNITY
- COST EFFECTIVE, STATE OF THE ART
- EMBRACE THE SITE
- MERGE WITH THE LANDSCAPE
- ENVIRONMENTALLY RESPONSIBLE

Southside Education and Training Center (SETC)

ALAMO COLLEGES DISTRICT

EAST FACADE PROCESS - ENTRY FROM PARKING



Southside Education and Training Center (SETC)

ALAMO COLLEGES DISTRICT

EAST BREEZEWAY PROCESS - VIEW FROM WEST GARDEN

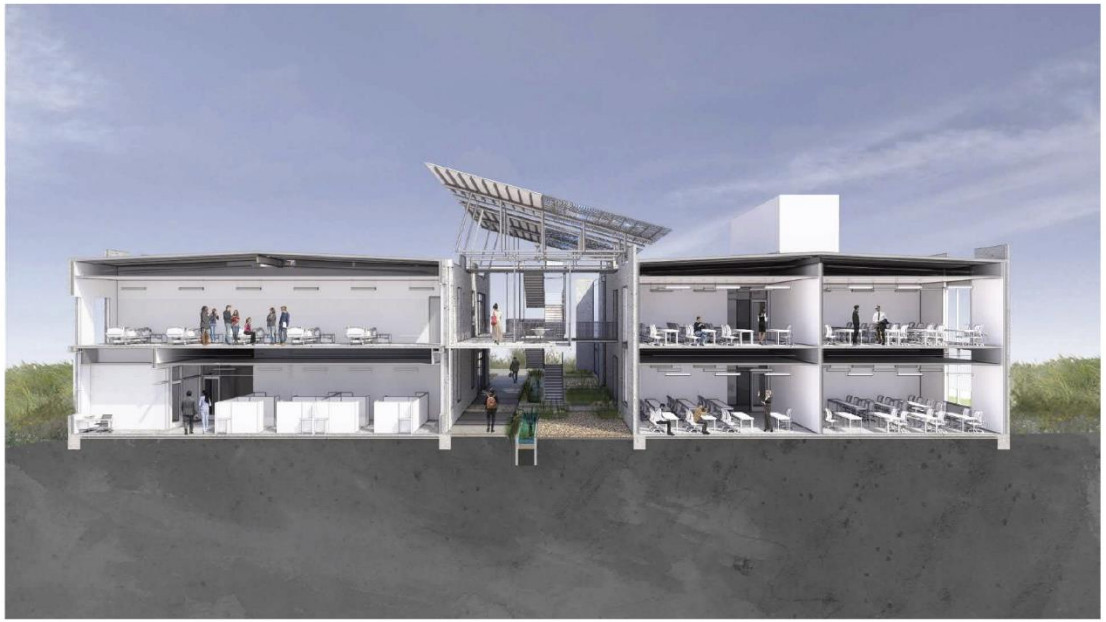


NORTH FACADE PROCESS - VIEW FROM MARTINEZ LOSOYA



Southside Education and Training Center (SETC)

ALAMO COLLEGES DISTRICT



ARCHITECTURAL PRECEDENTS - TECTONICS / BREEZEWAY









Southside Education and Training Center (SETC)

ALAMO COLLEGES DISTRICT

COVID-19 Prevention Features and Strategies (Pre COVID-19 Design)



- **Open Spaces**
  - ✓ Opportunity to purchase less furniture (seats) allowing ample space between students
    - ✓ Or purchase furniture and store for later use
    - ✓ Surfaces are hard /durable for maintenance/cleaning
  - ✓ Covered outdoor student areas
    - Covered outdoor rooms with fans, lighting, and Wi-Fi
    - Outside learning areas
  - ✓ Upgrades to restrooms
    - No Dyson hand dryers
    - Paper towel dispensers and trash dispenser by door reducing the amount of touching
    - Automatic touch-free sensors on toilets and faucets
  - ✓ Making provisions for hand dryers (power supply) for later use; if desired
- **HVAC Filtration**
  - ✓ Capacity to increase outside air for at least 90% of the days each year or near peak conditions
  - ✓ Designing using higher MER filters and replacing often
- **Ventilation**
  - ✓ Operable/roll-up doors in Workforce area to provide ventilation
- **Remote Learning Classrooms**
  - ✓ Remote learning classroom set up

Southside Education and Training Center (SETC)

ALAMO COLLEGES DISTRICT

Construction GMP (Thomas S. Byrne dba Byrne Const. Serv.)	**$**	**15,759,604**
FF&E	**$**	**5,132,546**
Project Soft Cost	**$**	**2,107,850**
A/E; Eng. Services; Bldg. Permit Fees; Public Art; & Material Testing		
TOTAL PROJECT COST	**$**	**23,000,000**
G.O. BONDS	**$**	**23,000,000**
TOTAL PROJECT BUDGET	**$**	**23,000,000**

Overview of Construction Minute Order Actions

Palo Alto College Physical Plant Improvements

January 19, 2021

Dr. Robert Garza
President Palo Alto College

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE

PAC Physical Plant Improvements

ALAMO COLLEGES DISTRICT
Palo Alto College

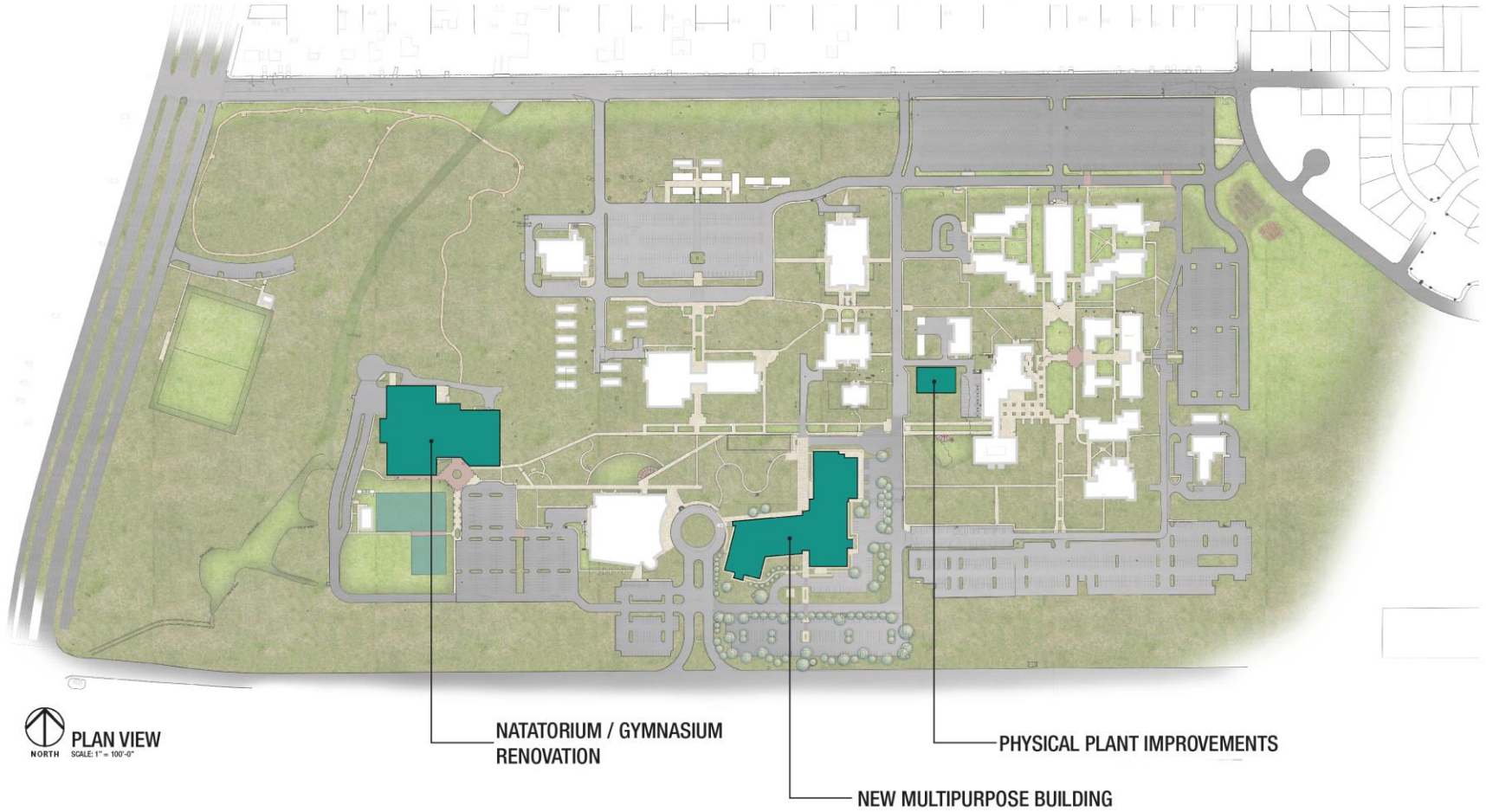
Project Statistics:

- **Architect**: RVK Architects
- **CMAR**: Bartlett Cocke General Contractors
- **GMP**: $3,843,136
- **Building Square Footage**: Existing 2,118 sf. Expansion to Existing 2,905 sf. (Total 5,023 sf.)
- **Building Components**: Support Mechanical Campus Requirements; 1 New Chiller with Room for Future Additions
- **Target Construction Start:** February 2021
- **Target Completion:** April 2022
- **CMAR SMWVBE % Committed:** 40%



PAC Physical Plant Improvements

ALAMO COLLEGES DISTRICT
Palo Alto College



PAC Physical Plant Improvements

- 500-ton water-cooler centrifugal chiller
- 500/3,000 GMP cooling tower
- Associated pumps, variable frequency drives, piping and electrical service necessary for campus operation



Photos are visual reference; not exact product at site



PAC Project Savings

ALAMO COLLEGES DISTRICT
Palo Alto College

✓ Savings



The project savings are a result of Multipurpose Building overall project . The savings will be used on the Physical Plant and remaining PAC projects.

1) PAC Multipurpose Bldg. - Project Soft Savings	**$ 1,032,549.00**
2) Transfer Savings to PAC Physical Plant Improvements Project	**$ 794,897.00**
Remaining Savings to Fund Other PAC CIP Projects	**$ 237,652.00**

The Multipurpose Building Guaranteed Maximum Price (GMP) budget remains as approved by the Board.

Soft cost includes architecture, engineering, material testing, specialized engineering services, building permit/development fees, public art and furniture, fixtures and equipment (FF&E)

*****Refer to appendix rebalance sheet*

PAC Physical Plant Improvements

ALAMO COLLEGES DISTRICT
Palo Alto College

Construction GMP (Bartlett Cocke General Contractors)	**$**	**3,843,136**
FF&E	**$**	**30,000**
Project Soft Cost	**$**	**421,761**
A/E; Eng. Services; Bldg. Permit Fees; Public Art; & Material Testing		
TOTAL PROJECT COST	**$**	**4,294,897**

ORIGINAL G.O. BONDS	**$**	**3,000,000**
G.O. BONDS Transfer from Nat/Gym	**$**	**500,000**
Savings Transfer from Multipurpose Bldg.	**$**	**794,897**
TOTAL PROJECT BUDGET	**$**	**4,294,897**

In December 2020 approval of Multipurpose savings were identified to be used to support remaining PAC CIP projects.

January 19, 2021 Minute Order Actions

Construction GMP Approval –
Southside Education and Training Center (SETC)
Construction Manager-at-Risk Byrne Construction

Construction GMP Approval –
PAC Physical Plant Improvements
Construction Manager-at-Risk Bartlett Cocke General Contractors

Questions

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award
2018 Award Recipient

Achieving the Dream LEADER COLLEGE

Appendix

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE

SETC – May 2020 Rebalance Summary

ALAMO COLLEGES DISTRICT
Palo Alto College

Educational Training Centers Budget Overview

Jan-21

Project	2017 Orig. G.O. Bond	Current View of Costs	Funding Sources: Alloc. MTN	Funding Sources: Other Funding	Funding Sources: Revised G.O. Bond	Total Funding	Status
Westside Education and Training Center (WETC)	23,000,000	23,800,000		800,000	23,000,000	23,800,000	GMP Approval
I-10 Northwest Education and Training Center (NWETC)	23,000,000	27,066,667			23,000,000	23,000,000	Design Devlpmt.
Southside Education and Training Center (SETC)	23,000,000	23,000,000			23,000,000	23,000,000	GMP Approval
Sub-total G.O. Bonds	69,000,000						
CoSA	500,000						
Veteran's Services	300,000						
TOTAL	69,800,000	73,866,667	-	800,000	69,000,000	69,800,000	
						(4,066,667)	

PAC – May 2020 Rebalance Summary

ALAMO COLLEGES DISTRICT
Palo Alto College

Palo Alto College Budget Overview

Tuesday, Jan 19 2021

Project	May 2020 Rebalance	Current Estimate of Total Costs	Funding Sources *Alloc. MTN	Funding Sources *Other Funding	Funding Sources Revised G.O. Bond	Funding Sources Total Funding	Status
Natatorium & Gym Renovation- 933143	**19,821,641**	**19,821,641**	**9,800,000**		**10,021,641**	**19,821,641**	**Structural Investigation**
Multipurpose Bldg. - 913152**	**59,745,359**	**58,950,462**		**1,967,000**	**56,983,462**	**58,950,462**	**Construction**
Physical Plant Improvements -913155	**3,500,000**	**4,294,897**			**4,294,897**	**4,294,897**	**GMP Approval**
TOTALS	**83,067,000**	**83,067,000**	**9,800,000**	**1,967,000**	**71,300,000**	**83,067,000**	

***Funding Source Reference**

MTN	9,800,000
Multipurpose Bldg - City of San Antonio: Dental Health Clinic Services	500,000
Multipurpose Bldg - DOE Title V Listo (2020-2023)	320,700
Multipurpose Bldg - DOE Title III STEM SEEDS Grant: Maker Space (2018-2019, 2019-2020 and 2020-2021)	267,000
PAC Funding - Capital	879,300

Total of $794,897 from PAC Multipurpose Bldg project soft costs savings to be transferred to PAC PPI (Included above)

2017 G.O. Bond CIP Projects

Update: Janauary 2021

		Completed Projects	Completion Date						
1	SPC-SWC	Redundant Dispatch Center	2018						
2	NVC	Physical Plant	Sep-20				Certificates of Substantial on WC,PG & PPI was submitted to Legal on 12.14.20		Brian Fruge
3	NVC	Texas Ash Parking Garage	Sep-20				Certificates of Substantial on WC,PG & PPI was submitted to Legal on 12.14.20 for review and comments		Brian Fruge
4	NVC	Desert Willow Welcome Center	Sep-20				Certificates of Substantial on WC,PG & PPI was submitted to Legal on 12.14.20 for review and comments		Brian Fruge
5	SPC	THCA Tourism, Hospitality and Culinary	8-Oct	Aug-20	100%	Project Closeout	Certificate of Substantial Completion executed. Close out docs submitted. Graphics package ongoing. Ongoing packages of work due to Owner changes and Design errors.		Laura Anthony
6	SPC	Norris Tech. Building Renovation	2-Dec	Nov-20	90%*	Project Closeout	Certificate of Substantial Completion executed. Close out docs submitted. Graphics package ongoing. Majority of furniture has been delivered. JOC proposal being prepared for list of owner requested adds.		Laura Anthony

		Projects In Construction	Covid-19 Cases	Target Completion	% Complete	Milestone	Weekly Update - Status of Project	Challenges	PM
1	SPC	Bowden Building		Oct-21	8%	Substantial Completion	Tilt wall panels poured. Steel erection underway. Mockup complete.		Laura Anthony
2	SPC	Welding and Auto Body Facility		22-Jun	5%	Substantial Completion	Piers drilled. Mud slab being completed. Utility infrastrcture work continues. Mock-up complete.		Laura Anthony
3	SAC	Physical Plant	0	Sep-20	97%	Substantial Completion	Will finish with Garage Project. Deductive Change Order to GMP will be $400,000.		Tony Alfaro
4	SAC	Parking Garage/San Pedro Scope	1	Sep-20	99%	Substantial Completion	Substantial completion for the Garage & San Pedro St. Scope is now expected by mid-December. Beutification panels, option 6 was approved by Dr. Vela and will be procured. Deductive Change Order to GMP is $425,000		Tony Alfaro
5	SAC	Fletcher Admin. Bldg.	0		40%	Substantial Completion	Project remains on schedule and within budget. Furniture design and review continues on schedule. Deductive Change Order to GMP will be $1,350,000. Incident on 12/3 was data cable cut between SAC Fletcher and SAC Moody & restored within 8 hours.		Tony Alfaro
6	NVC	STEM Center of Excellence	1	Aug-21	10%	Substantial Completion	Pay Apps are current. No issues to report. Buyout 95% Complete. Issued draft form of In-Scope Adjustment Template for reconciling PR#1 Funding Sources.		Brian Fruge
7	NLC	STEM Science and Technology Bldg. Center of Excellence		22-Jul	11%	Substantial Completion	Water& sewer permit is still pending. Pape Dawson is addressing comments and coordinating with Universal City. Area A: underground plumbing excavation ongoing and Supervoid installation will start this week. 1st half of perimeter beam concrete poured on 12/23, 2nd half poured on 12/30. Area B piers drilling complete, except for the Courtyard area (March). Perimeter beam reinforcing ongoing, 1st half concrete pour scheduled this week. Area C: pier drilling completed last week. Perimeter beam forming ongoing. Existing gas line reroute completed on 12/29.		Ana Fasone
8	PAC	Multipurpose Bldg.		Oct-21	2%	Substantial Completion	Week of assembled Project Trailers, Removed spoils & on going of cutting building pad.		Joe Martinez
9	SAC	Childcare/Santikos Multipurpose		Jan-21	1%	Substantial Completion	Buyout process has started		Tony Alfaro

		On Hold - Additional Research		GMP Signed	NTP	Milestone	Weekly Update	Challenges	PM
1	WETC	Westside Education and Training Center		No signed GMP; Board Approved project -	No	Confirmation of land sale	No change on status of land acquisition. Joeris issued a tentative milestone schedule contingent on land acquisition. Design team proceeding with bldg permit, pending info has been received and ready to resubmit to CoSA. 01.05.21 updated - CM@R is concerned with a possible surege in the price/ton of steel of 35-40 percent. May cause a complete rebid of the project in the market in lieu of pricing validation of current subcontractors.	Contract with EDISD; closing on purchase of land. Time from Board approved to purchase is over CMAR construction numbers. Rebid of project may have to occur	Brian Fruge

		Board Approved GMP & Issuing NTP		GMP Signed	NTP	Milestone	Weekly Update	Challenges	PM

		Upcoming Possible Jan-Apr 2021 GMP Approvals		Target Board Approval	NTP	Milestone	Weekly Update	Challenges	PM
2	PAC	Physical Plant Improvements Renovation		January 2021	No	GMP Approval / NTP	Presenting to Board in January		Joe Martinez
3	SETC	Southside Education and Training Center		January 2021	No	GMP Approval / NTP	Presenting to Board in January		Brian Fruge
4	NVC	Cypress Cultural Center of Excellence Renovation		*Potentially February 2021	No	Construction Documents (CD)	GMP Pricing was completed on Friday 12.18.20 but late addendum issued on Friday will delay the issuance of the GMP for a few days. Did include the 9.3.20 rev. of Exhibit A attachment D in the GMP. Permit Drawings have been submitted. Evaluate the GMP and existing budget - Start GMP review this week. Tentative Board Agenda - February contingent on budget. 01.05.21 update - GMP has been received- GMP & Budget Review ongoing this week(Jan. 4 - 8)		Brian Fruge

		In Design Phases		Target Board Approval	NTP	Milestone	Weekly Update	Challenges	PM
1	PAC	Natatorium & Gym Renovation		*Potentially April 2021	No	Issue Bid Set/Bids/ GMP Review	Sent signed Permit extension Request form to Fernando for submittal to development Services of expired permit. Submitted RVK's Permit Extension of the Natatorium/ Gym Project	Safety-related re-scoping from ACD.	Joe Martinez
2	SAC	New Science Building (combined with Chance)		*Potentially May 2021	No	CD Complet./Board Approval	Seven Lab Design Development phase was approved by SAC leadership. Moving into Contract Documents Phase. Expect 90% contract documents by		Tony Alfaro
2	SAC	Chance Renovation (combined with New Science Bldg.)		*Potentially May 2021	No	CD Complet./Board Approval	Need direction from SAC Leadership. Plan to combine Const. with New Science Bldg. for project savings.		Tony Alfaro
3	SAC	First Responders Academy		*Potentially July 2021	No	SD/DD/CD	Programming is complete. Presented Conceptual Design was presented to Dr. Vela on 12/1 and approved. Outstanding issues include required size of driving track and what to do with soil dumped at FRA.		Tony Alfaro
4	**SAC**	**McAllister Renovation - Deferred**			**No**		**Deferred**	**Deferred**	**Tony Alfaro**
5	NWETC	I-10 Northwest Education and Training Center		*Revisting timeline	No	DD/CD	Overland's was issued a new PO for Schematic Design - Previous PO had been closed out. SD drawings were scheduled to be issued this week (12.21.20) Need to verify. SD Budget Pricing Mid to Late Jan. (need to confirm). VIA is scheduled to have conceptual design selected this week. Via will submit formal packet for review and approval layout of their new parking lot. Meeting with THC (Texas Historical Commission) will be scheduled after review of conceptual design. THC meeting will be introduction of team, and candid discussion on short and long term requirements (if any) for the protection of the Historical Wall and other sensitive areas. Final lease will be prepared after approval of Conceptual Design. Meets and Bounds will be included on the Conceptual Design drawings which is required to finalize the lease agreement. 01.05.21 VIA design concept presentation to Project Team Thursday Jan. 7 @10. Internal meeting on Wednesday Jan. 6 @2:30 to discuss the feasibility of Develper request to build road connecting Boernie Stage Road to Balcones Creek		Brian Fruge



ALAMO
COLLEGES
DISTRICT





Discussion and Possible Action on Guaranteed Maximum Price for Alamo Colleges District – Palo Alto College (PAC) Physical Plant Improvements Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with Bartlett Cocke General Contractors. (CSP 18C-005)

Presented to the Board Acting as Committee of the Whole on January 19, 2021 and now presented to the Board for approval on January 26, 2021.

MINUTE ORDER

"The Board of Trustees hereby approves the Guaranteed Maximum Price Construction Manager-at-Risk fee negotiated with Bartlett Cocke General Contractors in the amount of $3,843,136 (including contingency) for the construction of the Alamo Colleges District – Palo Alto College (PAC) Physical Plant Improvements Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate.

PURPOSE

To approve the Guaranteed Maximum Price Construction Manager-at-Risk fee negotiated with Bartlett Cocke General Contractors in the amount of $3,843,136 for the construction of the Alamo Colleges District – Palo Alto College (PAC) Physical Plant Improvements Capital Improvement Project (CIP) subject to staff confirmation of scope and subsequent execution of GMP amendment.

BACKGROUND

In February 27, 2018, the Board approved the purchase of Construction Manager-at-Risk Services for the District for the General Obligation Bond Projects. Alamo Colleges District staff, the Construction Program Manager and the Architect have negotiated with the contractor for a Guaranteed Maximum Price (GMP) of $3,843,136 (including contingency) for this work. The GMP as presently drafted includes $11,436 Pre-Construction Services, $488,946 General Conditions Cost, and $81,703 Construction Phase Fee. The Construction Program Manager, Architect, and Construction Manager-at-Risk have analyzed a variety of value engineering alternatives for this project. This GMP represents the best value for Alamo Colleges District.

MAJOR FEATURES

The Physical Plant Improvements project is designed to provide additional capacity for the growing campus and necessary to provide the capacity required for the new Multipurpose Building scheduled to be completed in late 2022. The 2,118 sq. ft. expansion to the existing 2,905 sq. ft. Physical Plant and a total of 5,023 sq. ft. building of like construction and materials on the exterior. The proposed single-story facility consists of a suspended concrete foundation on drilled piers, steel superstructure, masonry exterior, and modified bitumen roofing. Additional improvements include the addition of a 500-ton water-cooled centrifugal chiller, a 500 ton/3,000 GPM cooling tower and the associated pumps, variable frequency drives, piping and electrical service necessary for their operation. The location of the Physical Plant Improvements is at the center of the Palo Alto Campus on the Northeast corner of San Jose road & Espada.

IMPLICATIONS

Financial: GMP: $3,843,136 of Total Project Costs of **$4,294,897.**
$4.29M of G.O. Bonds (Original $3M G.O. Bonds + $500,000 G.O. Bonds Transfer from Nat/Gym + $794,897 Project Savings Transfer from Multipurpose Bldg.**)** will fund **$3,843,136** of construction costs and **$451,761** of project soft costs.
Strategic Objective: Goal I – Student Success; Goal III – Performance Excellence
SWMBE/HUB Participation: 40%
Employee Services:
ATTACHMENTS: Building and Site Plan, Project Sheet

Dr. Robert Garza
President, Palo Alto College

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2021.01.26 09:11:48 -06'00'

Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

Lacy Hampton Digitally signed by Lacy Hampton Date: 2021.01.26 09:42:05 -06'00'

Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bond Construction Improvement Program (CIP)

Dr. Mike Flores421
Chancellor

Discussion and Possible Action on Guaranteed Maximum Price for Alamo Colleges District – Palo Alto College (PAC) Physical Plant Improvements Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with Bartlett Cocke General Contractors. (CSP 18C-005)

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SWMBE/HUB Participation: 40%
Employee Services:
ATTACHMENTS: Building and Site Plan, Project Sheet

Dr. Robert Garza
President, Palo Alto College

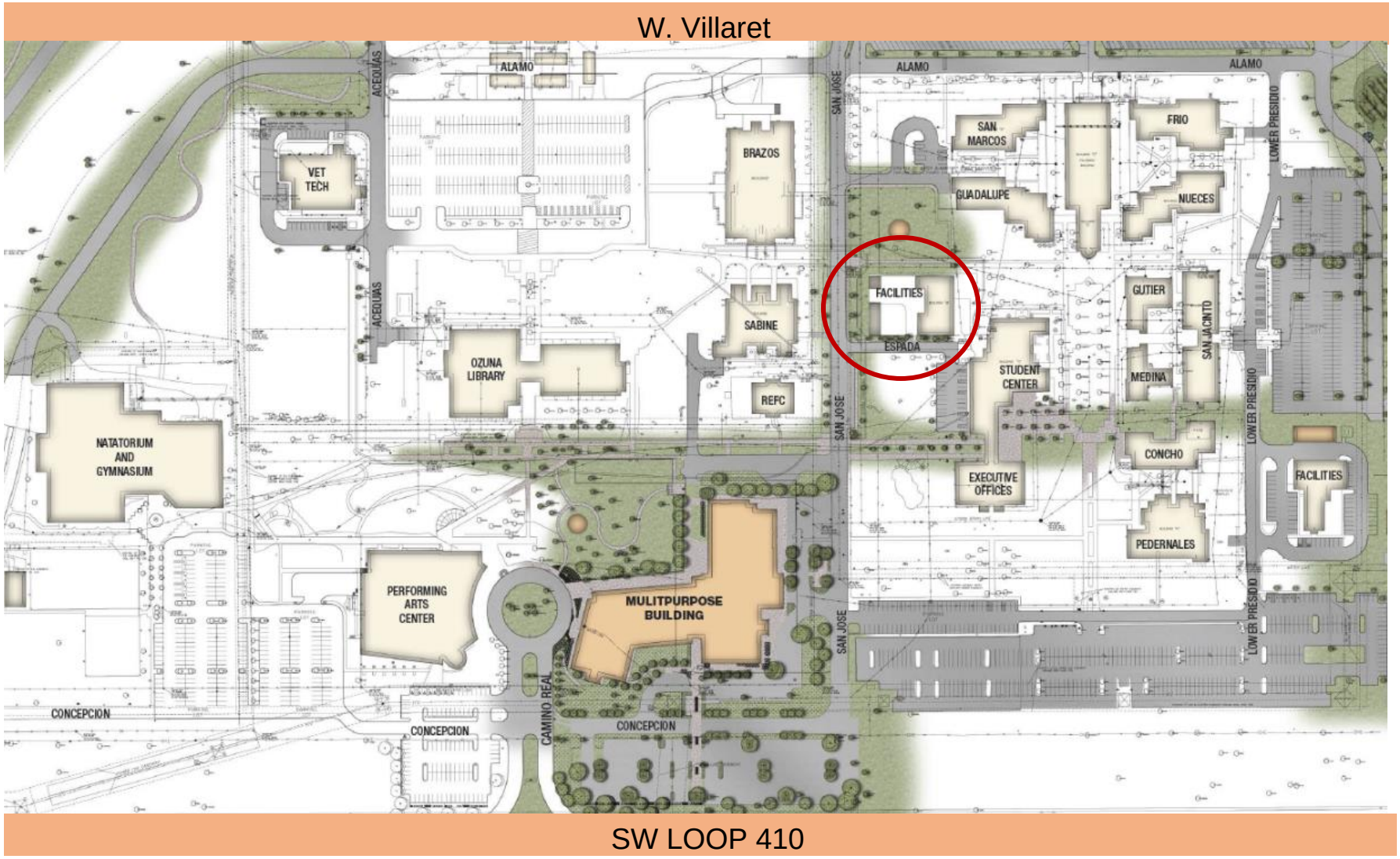
Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bond Construction Improvement Program (CIP)

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Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

Dr. Mike Flores421
Chancellor

ALAMO COLLEGES DISTRICT
Palo Alto College



PHYSICAL PLANT IMPROVEMENTS SITE PLAN
TOTAL SF 5,023 (Existing 2,118 / Expansion 2,905)
PALO ALTO COLLEGE, SAN ANTONIO, TEXAS

Capital Improvement Program - Project Summary

ALAMO COLLEGES DISTRICT

General Information

Location/Campus:	Palo Alto College	**Bond Tranche #:**	3
Project Title:	Physical Plant Improvements	**Target Completion:**	7/21/2023
Project Type:	Improvements	**Target Square Footage:**	1,249
Project Manager:	Joe Martinez	**Construction Manager:**	Bartlett Cocke General Contractors
Architect/Engineer:	RVK	**Furniture:**	Nelson Interiors

Project Description: As the campus expands and additional buildings are completed, the current physical plant capacity will not be sufficient to support the entire campus. This project includes the installation of additional chillers, cooling towers, electrical switchgear, piping, conduit, and wiring to support new buildings. Currently, the physical plant at Palo Alto College consist of the following buildings: Facilities Building, Fuel Storage, Vehicle Storage, and Facilities Ground Storage.

Revenue Source		Projected Costs	% Overage -11%
Gen. Oblig. Bonds	$ 3,000,000	**Current Estimated GMP:**	**$ 3,843,136**
G.O. Bond Transfer from NAT/GYM	$ 500,000	**Current Estimated FF&E Costs:**	**$ 30,000**
G.O. Bond Transfer from MultiPurpose	$ 794,897	**Current Estimated Soft Costs:**	**$ 421,761**
Institutional Budget 2019-2021	$ -	**Owner Provided Scope:**	
Total Revenue:	**$ 4,294,897**	**Total Projected Costs:**	**$ 4,294,897**

Bond Funded Expenditure Budget

	Original Budget	Revisions	Revised Budget	Encumbrances	Expenditures	Remaining Budget
Construction Budget:	$ 2,000,000	$ 1,843,136	$ 3,843,136			$ 3,843,136
Arch. & Eng.:	$ 200,000	$ 103,330	$ 303,330			$ 303,330
Const. Mtrls.Testing:	$ 40,000	$ -	$ 40,000			$ 40,000
Spclzd. Eng. Services:	$ 20,000	$ -	$ 20,000			$ 20,000
Bldg Permit & Dev. Fees:	$ 20,000	$ -	$ 20,000			$ 20,000
Public Art (1% of Construction)	$ 20,000	$ 18,431	$ 38,431			$ 38,431
F,F&E:	$ 700,000	$ (670,000)	$ 30,000			$ 30,000
		$ -	$ -			$ -
Total Bond Funded Budget:	**$ 3,000,000**	**$ 1,294,897**	**$ 4,294,897**	**$ -**	**$ -**	**$ 4,294,897**
Variance from Bond Revenue:	**$ -**					

Budget Comments:

One-Time Costs in (Year Completed) to open Facility:

	Original Budget	Revisions	Revised Budget	Encumbrance	Expenditures	Remaining Budget
Maintenance Tax Notes:	$ -	$ -	$ -	$ -	$ -	$ -
Other Costs:	$ -	$ -	$ -	$ -	$ -	$ -
Total One-Time Budget:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Variance from Other Revenues:

Budget Comments:

DRAFT 1/12/2021

Capital Improvement Program - Project Summary

ALAMO COLLEGES DISTRICT

General Information

Location/Campus:	Palo Alto College	**Bond Tranche #:**	**Orig.** 1+2	**Rev.**
Project Title:	Manufacturing, Healthcare Technology, Public Service, S	**Target Completion:**	3/27/2020	6/7/2022
Project Type:	New Building / Renovation	**Target Square Footage:**	109,875	126,432
Project Manager:	Joe Martinez	**Construction Manager:**	Bartlett Cocke General Contractors, Inc.	
Architect/Engineer:	RVK	**Furniture:**	Nelson Interiors	

Project Description: The new Multipurpose building G.O. Bond project combines to multifunction; Welcome Center ($12M), Advance Manufacturing ($30M), and Science Labs ($2M) & Healthcare ($5M). The Multipurpose Building will provide spaces which will enable students and faculty to engage in manufacturing and industrial instruction and activities. The Building shall accommodate large shops that will allow collaborative learning and interactive instruction. Teaching spaces will be flexible and easily adaptable to changing technologies and equipment. This project combines Student Engagement and Welcome Center for greater efficiencies. The bond approved budget is $49M.

Revenue Source		Projected Costs	% Overage	0%
Revenue Source				
G.O. Bonds / Combined 4 Projects	$ 49,000,000	**APPROVED GMP**	**$**	**43,361,480**
G.O. Bond Transfer from NAT/GYM	$ 8,778,359	**Current Estimated FF&E Costs:**	**$**	**10,709,394**
G.O. Bond Transfer to PPI	$ (794,897.00)	**Current Estimated Soft Costs:**	**$**	**4,641,936**
Grants: DOE Title III Stem & Title V Listo, CoSA)	$ 1,087,700	**Estimated Savings**	**$**	**237,652**
Institutional Budget 2019-2021	$ 879,300			
Total Revenue:	**$ 58,950,462**	**Total Projected Costs:**	**$**	**58,950,462**

In May 2020, ACD Board approved transfer of G.O. Bond from Natatorium/Gym to the Multipurpose Bldg as the majority of the allocated Maintenance Tax Notes ($9.8 Million) are applied to the NAT/GYM Renovation.

Bond Funded Expenditure Budget

	Original Budget	Revisions	Revised Budget	Encumbrances	Expenditures	Remaining Budget
Construction Budget: Incl. Alternate	$ 32,666,667	$ 10,694,813	$ 43,361,480			$ 43,361,480
Arch. & Eng.:	$ 3,266,667	$ (379,941)	$ 2,886,726			$ 2,886,726
Added Design: (Alternate Aerosol Dental Hyg.)		$ 17,500	$ 17,500			$ 17,500
Const. Mtrls.Testing:	$ 653,333	$ (66,058)	$ 587,275			$ 587,275
Spclzd. Eng. Services:	$ 326,667	$ (13,334)	$ 313,333			$ 313,333
Bldg Permit & Dev. Fees:	$ 326,667	$ (15,905)	$ 310,762			$ 310,762
Public Art 1% of Construction	$ 326,667	$ 106,948	$ 433,615	$ -	$ -	$ 433,615
F,F&E: (Total $10,709,394)	$ 11,433,333	$ (2,598,213)	$ 8,835,120	$ -	$ -	$ 8,835,120
	$ -		$ -	$ -	$ -	$ -
Total Bond Funded Budget:	**$ 49,000,000**	**$ 7,745,810**	**$ 56,745,810**	**$ -**	**$ -**	**$ 56,745,810**
Variance from Bond Revenue:	**$ 237,652**					

Budget Comments: The estimated savings are expected to be used on the Physical Plant project and/or Natatorium/Gym renovation project.

Non-Bond Funded Expenditure Budget

	Original Budget	Revisions	Revised Budget	Encumbrance	Expenditures	Remaining Budget
DOE Title III STEM SEEDS Grant:2018-2019	**$ 129,000**	$ -	$ 129,000	$ -		$ 129,000
DOE Title III STEM SEEDS Grant:2019-2020	**$ 92,726**	$ -	$ 92,726	$ -	$ 92,726	$ -
DOE Title III STEM SEEDS Grant:2020-2021	**$ 45,274**	$ -	$ 45,274	$ -	$ -	$ 45,274
CoSA Dental Health Clinic Services	**$ 500,000**	$ -	$ 500,000	$ -	$ -	$ 500,000
DOE Title V Listo Grant: 2020-2023	**$ 320,700**	$ -	$ 320,700	$ -	$ -	$ 320,700
PAC INSTL CAP Budget 2019-2021	**$ 879,300**	$ -	$ 879,300	$ -	$ -	$ 879,300
Total One-Time Budget:	**$ 1,967,000**	**$ -**	**$ 1,967,000**	**$ -**	**$ 92,726**	**$ 1,874,274**

DRAFT 1/12/2021

Variance from Other Revenues:	$ -
Budget Comments:	

Discussion and Possible Action on Amending a Contract with Columbia Contracting Corporation providing for an increased authorization for the Purchase of Plumbing and Pipefitting Maintenance & Repair Services

Presented to the Board Acting as Committee of the Whole on January 19, 2021 and now presented to Board for approval on January 26, 2021.

MINUTE ORDER
"The Board of Trustees hereby amends the contract with Columbia Contracting Corporation providing for an increased authorization for the Purchase of Plumbing and Pipefitting Maintenance & Repair Services for a total of $539,000 as requested by the office of the Vice Chancellor for Finance and Administration."

PURPOSE
This contract action amends the 2018 agreement by authorizing an increase in the amount of services purchased. The services are purchased on an as needed basis and substantially based on the scope of work and the contract prices. The scope of work may include maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of recurring nature but the delivery type, and quantities of work required are indefinite. The contractor will also provide the labor and equipment for installation services and repair or replacement of equipment, such as electric and gas water heaters, as well as emergency backhoe services, locate, repair and replace leaking water and sewer pipes (pvc, cpvc, cast iron pipe, galvanic pipe and copper tubing), unclog sewer lines, and repair and replace gas lines and fittings.

BACKGROUND
In January 2018, the Alamo Colleges District Board of Trustees awarded a contract to Columbia Contracting Corporation providing for the purchase of Plumbing and Pipefitting Maintenance & Repair Services. This contract resulted from a competitive procurement process to formally award multiple contracts to various Offerors to reduce the delays in repetitive bidding, expand the range of services, and to ensure services are available when needed. The contract awards included the Alamo Colleges District best estimates of work required in a one-year period for an estimated annual amount of $500,000.

In November 2020, and in accordance with the approved Comprehensive Resolution of the Board of Trustees of the Alamo Colleges District COVID-19 Virus effective March 17, 2020, the contract was amended for $539,000 providing for the purchase of services for phase one of the Palo Alto College preventive maintenance project to replace hot and cold water lines so that work could be performed over Winter Break. A competitive sealed proposal is planned to select the vendor to complete the remaining phases of this PAC preventive maintenance project.

IMPLICATIONS
Financial: $539,000 (113001-893619-71220-6010) Preventive Maintenance
Strategic Plan: Goal I - Student Success; Goal III - Performance Excellence
Employee Services: None
Attachments: Price Tabulation

Gary O'Bar,C.P.M. Gary O'Bar,C.P.M. cn=Gary O'Bar,C.P.M., o=Alamo Colleges District, ou=Purchasing & Contract Administration, email=gobar@alamo.edu, c=US 2021.01.13 16:58:29 -06'00'

Gary O'Bar, C.P.M.
Director Purchasing & Contract Administration

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2021.01.14 09:00:21 -06'00'

Dr. Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

Dr. Mike Flores
Chancellor

PRICE TABULATION

Amendment for the Purchase of Plumbing and Pipefitting Maintenance & Repair Services

Underground pipe replacement at Palo Alto College Contract #17M-013 Colombia Contracting provides the labor and materials Inclusions: - Work as detailed on sheets MDI.I, MHI.1 and MS.I from Cleary Zimmerman Engineering for Project No. 20051 lcz dated November 4, 2020, for "Palo Alto College - Hydronic Site Design Phase I" - Saw cut 250 LF of concrete - Demo and replace 2,500 SF of concrete - Backfill and clean-up - Payment and Performance Bond - $50,000.00 contingency included in price	$539,000.00

Education and Training Center
Westside Education and Training Center (WETC)

January 26, 2021

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

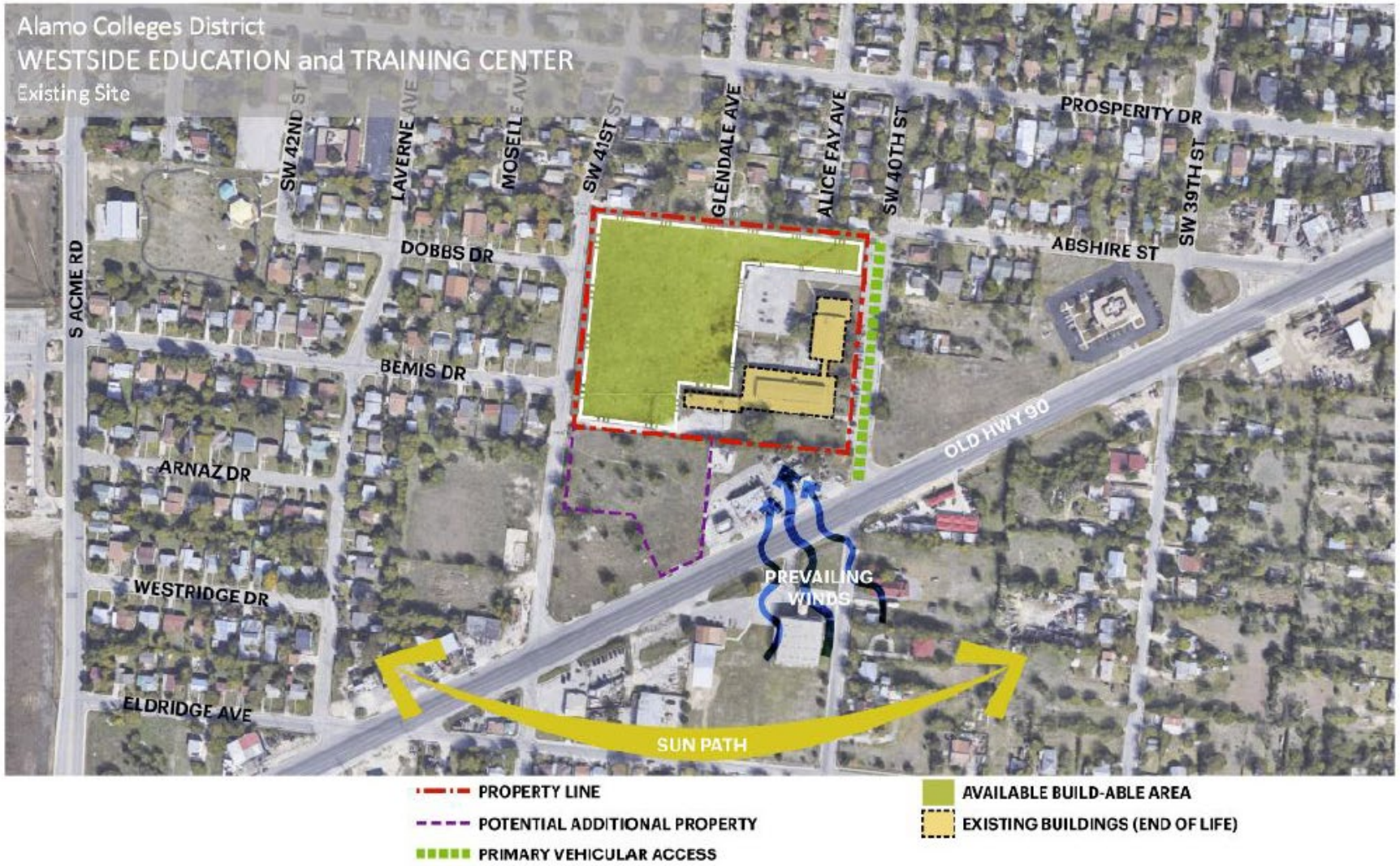
Achieving the Dream LEADER COLLEGE

Westside Education & Training Center (WETC)

ALAMO COLLEGES DISTRICT

Project Site:

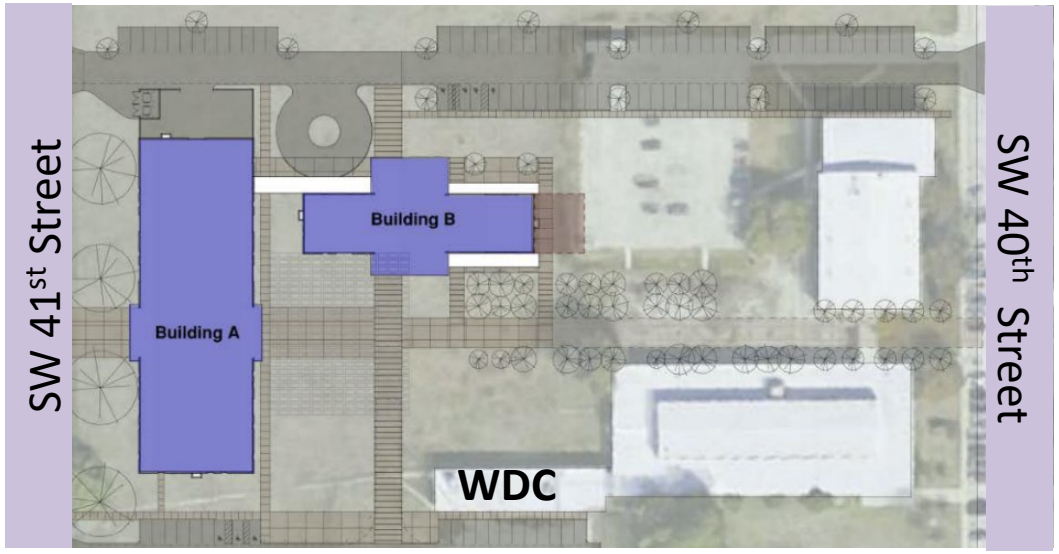
40st Street;
Former Edgewood
Elementary School Building



Westside Education and Training Center Land Purchase

- Edgewood Independent School District
  - ✓ Appraised Value $1.4M; Purchase Price $1.0M
  - ✓ Single Closing Transaction
  - ✓ Demolition estimated $842K; Funded by 400k land purchase price reduction; 442K Institutional funding

- WETC opened in September 2006 with principal partner EISD to help community residents attain occupational skills and increase skills to connect to jobs and higher education.



WETC Site Plan

Westside Education & Training Center (WETC)



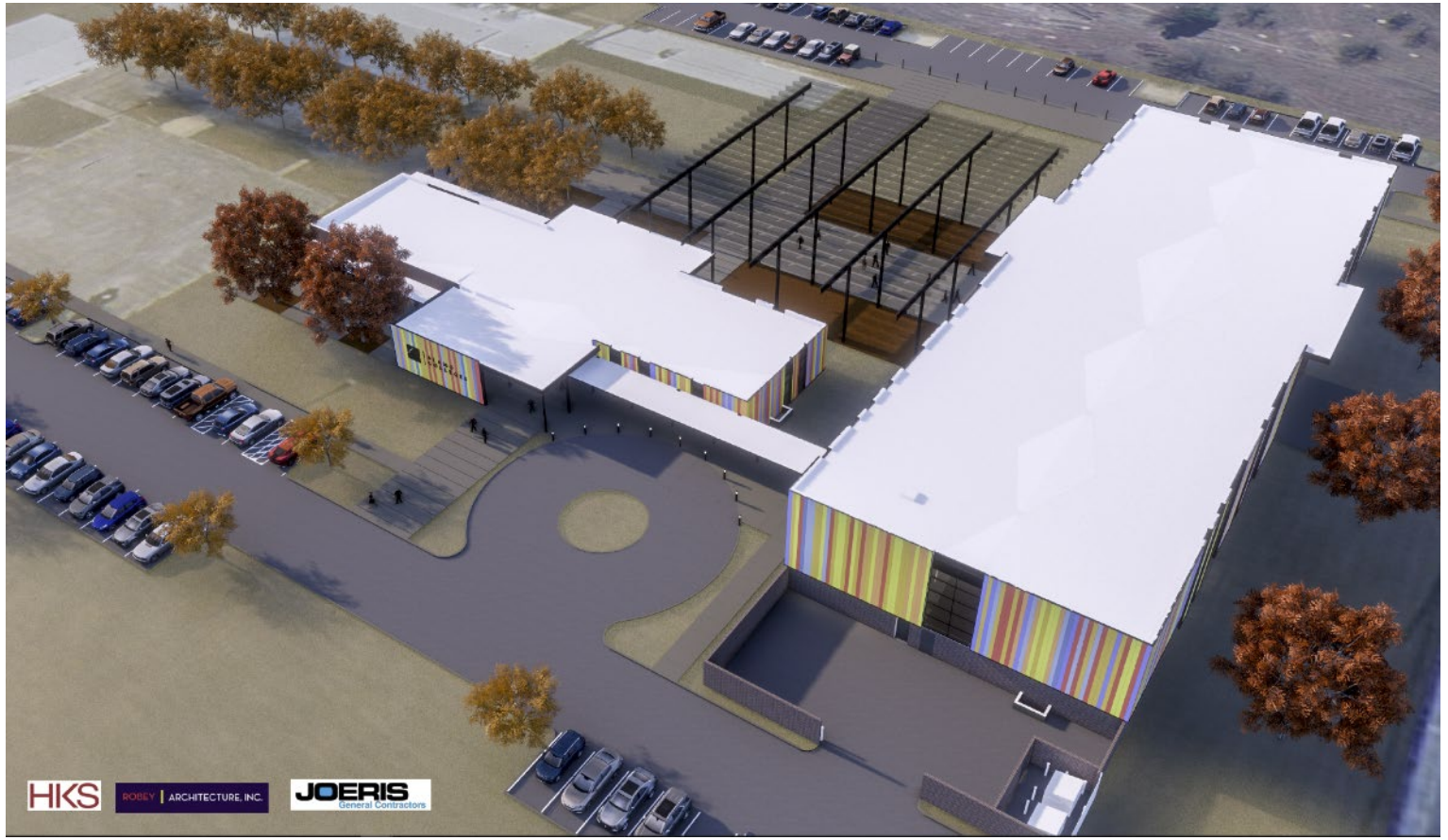
Main Entry

Westside Education & Training Center (WETC)

ALAMO COLLEGES DISTRICT

Education Training Center features

- Welcome / Registration Center
- Veterans Outreach
- Classrooms (9)
- Nanotech Lab (1)
- Water Resource Lab (1)
- Chemistry Lab (1)
- Biology Lab (Shell)
- Student Collaboration Areas
- Digital Library
- Testing Center
- Business Office and Student Advising



North Aerial View

Westside Education & Training Center (WETC)



West Aerial View

South Aerial View



Westside Education & Training Center (WETC)



Building “A” Reception



Building “A” Self Service Technology Kiosk

Westside Education & Training Center (WETC)



Building “A” Lobby/Learning Stair

Building “B” Learning Stair Level 2



Westside Education & Training Center (WETC)

9 Classrooms

Labs:

- Nanotech Lab (1)
- Water Resource Lab (1)
- Chemistry Lab (1)
- Biology Lab (Shell)



Westside Education & Training Center (WETC)



Building “A” Digital Library



Westside Education & Training Center (WETC)



Building “A” Student Collaboration Area

Thank you

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award
2018 Award Recipient

Achieving the Dream LEADER COLLEGE

Discussion and Possible Action on Approval of Purchase of the Westside Education and Training Center Site from Edgewood Independent School District

Presented to the Board for approval on January 26, 2021.

"The Board of Trustees approves the purchase of the Westside Education and Training Center site from Edgewood Independent School District for $1,000,000 in a single-closing transaction, and delegates to Administration authority to sign a real estate purchase agreement and associated closing instruments and documentation, including, without limitation, Exhibits B-2.1, B-2.2 and B-2.3, substantially in the form attached as may be adjusted by District counsel, as well as any appropriate related documentation and amendments."

PURPOSE
To approve the purchase of the Westside Education and Training Center site from Edgewood Independent School District for $1,000,000 in a single-closing transaction**.**

BACKGROUND
The Westside Education and Training Center ("WETC") opened in September 2006 with principal partners Edgewood Independent School District ("EISD"), City of San Antonio, Texas ("CoSA") and Alamo Colleges District ("District") as an avenue to help community residents attain entry-level occupational skills or increase technical skills to connect to jobs or higher education opportunities. The District began operations at WETC under a lease from EISD of aging, underutilized facilities at the former Lincoln Elementary School for a nominal base rent & District payment of operating costs.
In 2015, CoSA committed $500K of Certificate of Obligation funds donated to WDC to begin a fund for renovating the facility, which required WDC to have a leasehold interest in the facility, so the lease was amended to, among other things, extend to the entire property footprint, and was re-stated and assigned to WDC, with the initial premises subleased back to District.

The May 2017 voter-approved general obligation bond CIP program includes a $23 million allocation for a Westside Training and Education Center. This purchase of the existing WETC site from EISD will allow construction of a new center on vacant land at the existing site. Demolition of the existing structures after functions are moved to the new building upon its completion is intended.

The District's purchase of the WETC site requires a reconfiguration of the 2015 agreements, implemented by Purchase Agreement Exhibits MOU amendment, lease termination agreement & replacement office lease to WDC. The Board on July 24, 2018 approved the attached Exhibit B-2.3, a 25-year cost-free lease with a 25-year renewal for WDC to continue its tenancy at the site, initially in its current premises on a temporary basis, through the addition of WETC space to the new building funded by the CoSA Certificate of Obligation funds. No District funds will be used to construct the long-term WDC WETC premises.

The Board has agreed to withdraw its previous requirement of a first closing on the vacant land and a second closing on the building contingent on its demolition. This has resulted in revisions to Exhibits B-2.1, B-2.2 and B-2.3, the latter of which was approved by the Board in its original 2-closing formulation on July 24, 2018. Attached Exhibit B-2.1 amends the WETC MOU between the partners and has not required material revision from its original formulation as approved by WDC and CoSA. These attached exhibits are effective upon the closing of the property purchase.

EISD has reduced its price to offset almost 50% of the estimated demolition cost, with property use limited to higher education purposes to be enforced by a deed restriction.

IMPLICATIONS

Financial:	No incremental cost
Strategic Plan:	Objective 1 Student Success & Objective 3 Performance Excellence
Human Resources:	No incremental staffing
Attachments:	Attachment A, Purchase Contract Attachment B, Exhibit B-2.1, Amendment 1 to WETC MOU Attachment C, Exhibit B-2.2, Lease Termination Agreement Attachment D, Exhibit B-2.3, Office Lease with WDC

Lacy Hampton Digitally signed by Lacy Hampton Date: 2021.01.21 12:59:08 -06'00'

Lacy Hampton Date
Interim Associate Vice Chancellor
G.O. Bond Construction Improv. Program

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2021.01.21 12:54:22 -06'00'

Diane E. Snyder, Ph.D., CPA Date
Vice Chancellor for Finance and Administration

Dr. Mike Flores Date
Chancellor

SALES CONTRACT

THIS SALES CONTRACT ("**Contract**") is entered into by and between **Edgewood Independent School District**, a political subdivision of the State of Texas, acting through its Board of Managers/Trustees, 5358 West Commerce Street, San Antonio, Texas 78237, **("Seller")** and Alamo Community College District, a political subdivision of the State of Texas, acting through its Board of Trustees, 2222 North Alamo Street, San Antonio, Texas, 78215 ("**Purchaser**") upon the terms and conditions set forth herein.

1. **Agreement to Sell and Convey**.

a. Conveyance. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, all that certain real property and improvements thereon commonly known as 563 S.W. 40th Street, in the City of San Antonio, County of Bexar, State of Texas, being more particularly described on **Exhibit "A-1"** attached hereto (the "**Property**").

b. Reservation. The following language shall be included in the Deed (as defined below):

> "For Grantor, and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals (including, without limitation, oil, gas, hydrocarbons, sulfur, coal, lignite, uranium and geothermal water) in and under and that may be produced from the Property, including all royalties, bonus amounts, delay rentals and other payments due and payable under any existing or future oil, gas or mineral lease, and the exclusive right to negotiate and execute oil, gas or mineral leases, subject to (a) all interests in minerals or royalties previously severed or vested in third parties and not currently owned by Grantor, (b) all valid and subsisting oil and gas leases, and (c) all valid and subsisting royalty agreements, pooling agreements and designations of pooled units. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from said lease. Grantor waives all surface rights, including without limitation the right of ingress and ingress to and from the surface of the Property."

c. Restrictive Covenant. Purchaser agrees to accept Seller's inclusion in the Deed of a covenant running with the land restricting the use of the property to the activities authorized by statute of a Texas public junior college district as those may be adjusted by legislation ("Restrictive Covenant"), including an obligation of Purchaser to pay the reasonable attorneys' fees of Seller or its successor in interest incurred in an effort to enforce such covenant against any threatened or actual non-conforming use determined in good faith.

d. Independent Consideration. Seller hereby acknowledges the receipt of the

sum of $100.00 from Purchaser as independent consideration for this Contract, which sum shall be non-refundable to Purchaser, but shall be applied against the Purchase Price at Closing, if Closing shall occur hereunder.

2. **Purchase Price**. The total consideration (the "**Purchase Price**") to be paid for the Property shall be ONE MILLION AND NO/100 DOLLARS ($1,000,000.00). The Purchase Price, plus or minus prorations, shall be paid by Purchaser to Seller in cash, wire transfer, or other immediately available funds on the Closing Date.

3. **Earnest Money**.

(a) For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser agrees that within three (3) business days of the full execution and delivery of this Contract by Purchaser and Seller and receipt by the Title Company, Purchaser will deliver to Chicago Title Company, (hereinafter the "**Title Company**"), Attention: Doug Becker, an earnest money deposit (the "**Earnest Money**") in the amount of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00).

(b) The Earnest Money shall be applied to the cash portion of the Purchase Price at the Closing or otherwise held and disbursed in accordance with the terms and provisions hereof.

(c) The Title Company shall, immediately following receipt, at no charge to Purchaser, deposit the Earnest Money in an interest-bearing account and maintain such account until the Earnest Money is disbursed in accordance herewith.

4. **Documents Related to Property and Review**.

(a) Title Commitment. Within twenty (20) days after the Effective Date, Seller, at Seller's expense, shall cause the Title Company to issue and deliver to Purchaser a title commitment (the "**Title Commitment**") setting forth the status of title of the Property and showing all liens, claims, encumbrances, conditions, restrictions, easements, rights of way, encroachments and all other matters of record affecting the Property, along with copies of all documents of record affecting the Property (the "Exception Documents").

(b) Survey. The Property has been surveyed and the survey is attached as **Exhibit "A-2"**.

(c) Approval of Title Commitment. Purchaser shall have ten (10) days following its receipt of the Title Commitment and the Exception Documents ("**Approval Period**") to review and, approve the matters contained therein. If Purchaser objects to any such matter, Purchaser shall notify Seller of such objection prior to the expiration of the Approval Period and Seller shall thereupon have five (5) days after receipt of such notice (such 10-day period or, if earlier, the date Seller notifies Purchase of its inability or unwillingness to cure any objections raised by Purchaser, is herein referred to as the "**Cure Period**") to cure Purchaser's objections; provided, however, that Seller is not obligated to take any action or expend any money to cure any such objections. In the event Seller fails or is unable or unwilling to cure such

objections within the Cure Period to the satisfaction of Purchaser in Purchaser's sole discretion, then Purchaser may terminate this Contract and receive back the Earnest Money by written notice to Seller within ten (10) business days after the expiration of Seller's Cure Period. Following such termination neither party shall have any obligations hereunder other than (i) Purchaser's continuing obligations under paragraphs 11(b) and 18, and (ii) Seller's continuing obligation to cooperate in refunding of the Earnest Money to Purchaser (items (i) and (ii), collectively, (the "**Surviving Obligations**"). Failure by Purchaser to terminate this Contract within the time period specified herein shall constitute Purchaser's waiver of any objection to the matters reflected in the Title Commitment. Any matter appearing in the Title Commitment approved or waived by Purchaser, shall be deemed a "**Permitted Exception**". In addition, if following the date of the Title Commitment, the Title Company should become aware of any additional exceptions to title to the Property which were not reflected in the Title Commitment and were not caused by Seller, Seller shall cause the Title Company to update the Title Commitment and to forward the revised commitment to Purchaser, along with any Exception Documents not previously provided to Purchaser, whereupon Purchaser shall have the right exercisable within ten (10) days of knowledge of such additional exception to object to such new matter by giving written notice to Seller. Seller shall have ten (10) days after receipt of such notice ("**New Matter Cure Period**") to cure Purchaser's objections; provided, however, that Seller is not obligated to take any action or expend any money to cure any such objections. In the event Seller fails or is unable or unwilling to cure such objections within the New Matter Cure Period to the satisfaction of Purchaser in Purchaser's sole discretion, then Purchaser may within ten (10) business days of the end of the New Matter Cure Period, and as its sole and exclusive alternative remedies, either (i) terminate this Contract and receive back the Earnest Money whereupon neither party shall have any obligations hereunder other than the Surviving Obligations, or (ii) waive any objection to such additional exception whereupon such additional exceptions shall constitute Permitted Exceptions hereunder. Purchaser's failure to respond in writing within such ten (10) business day period shall be deemed to constitute an election by Purchaser to waive any objection to such additional exception pursuant to clause (ii) of the preceding sentence.

(d) Documents. Within seven (7) days following the Effective Date, Seller shall deliver to Purchaser a copy of any existing survey of the Property in Seller's possession (the "**Existing Survey**"), and other information relating to the Property, but only to the extent the same is in Seller's possession. The Existing Survey and any other information that may be provided by Seller as described in this paragraph 4(d) are herein collectively called the "**Seller Materials**."

NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH TO THE CONTRARY, PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT SOME OR ALL OF THE SELLER MATERIALS HAVE BEEN PREPARED BY PARTIES OTHER THAN SELLER AND SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THEIR COMPLETENESS, CONTENT OR ACCURACY.

5. **Closing Date**. The consummation of the transaction contemplated by this Contract (the "**Closing**") shall take place in the offices of the Title Company five (5) days after the expiration or early termination by Purchaser of the Feasibility Period (as such term is

hereinafter defined), or such earlier date as may be agreed to by Purchaser and Seller (the "**Closing Date**").

6. **Representations, Warranties and Covenants**

(a) Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser:

(i) Authority. Seller is fully authorized to convey the Property pursuant to this Contract, is the fee simple owner of the Property, and the person signing this Contract on behalf of Seller is authorized to execute this Contract and any other documents related to the sale of the Property on behalf of the Seller.

(ii) No Proceedings. To the best of Seller's knowledge, there are no pending or threatened condemnations or similar proceedings or assessments or uninsured lawsuits by adjoining landowners or others affecting the Property.

(iii) Leases and Memoranda of Understanding. Immediately preceding the Closing, the Property will be in whole or in part be under a lease. A copy of each of said lease agreement dated September 19, 2006, "First Amendment to Lease Agreement dated November 10, 2010, "Second Amendment of the Lease, Assignment of the Lease, & Assumption of Lease As Amended" dated November 1, 2015, "Lease as Amended of District Property to Alamo Community College District" ("Lease as Amended") (dated November 19, 2015), "Memorandum of Understanding" dated November 19, 2015, and "Sublease Agreement" dated November 19, 2015 are attached to this Sales Agreement as **Exhibit "B-1" (collectively, the "Master Lease").**

(iv) No Contracts. Other than Lease currently in place described in 6a(iii), Seller has not and will not enter into any written contracts, agreements, or listings, or be a party to any oral understandings or agreements affecting the Property which may become binding upon Purchaser.

(b) Limitation of Seller's Representations and Warranties. The representations and warranties of Seller in this Contract are the sole representations and warranties of Seller with respect to the transaction contemplated by this Contract. Seller makes no representation or warranty other than those expressly set forth herein and, except for the warranties and representations expressly set forth herein, the sale of the Property is made on an "as-is" basis, without warranty.

(c) Claims Under Representations and Warranties. All references in paragraph 6(a) or elsewhere in this Contract to "Seller's knowledge" or "Seller's actual knowledge" or the "best of Seller's knowledge" (i) shall refer solely to the actual knowledge (as opposed to constructive, deemed or imputed knowledge) of Seller's Superintendent of Schools, or the Directors of Operations or Physical Plant Services (whether interim, acting or permanent), Edgewood Independent School District, (ii) shall not be construed to refer to the knowledge of any other employee, officer, trustee, board manager or agent of Seller or any affiliate of Seller, (iii) shall not impose upon the foregoing individual(s) any duty to investigate the matter to which

the actual knowledge, or the absence thereof, pertains and (iv) shall not impose any personal liability upon such person for the inaccuracy of such representation or warranty. Notwithstanding anything in this Contract to the contrary, in the event that any of the Seller's representations or warranties in this Contract becomes untrue or materially inaccurate between the Effective Date and the date of Closing, Seller shall promptly notify Purchaser of same before Closing, whereupon Purchaser shall as its sole and exclusive alternative remedies have the right to either (i) terminate this Contract within ten (10) days of receipt of notice of such fact by giving written notice of termination to Seller within said period, whereupon the Earnest Money shall be promptly returned to Purchaser and the parties shall have no further obligations hereunder other than the Surviving Obligations, (ii) waive any claim or cause of action relating to such fact and proceed to Closing or (iii) extend the Closing for a period of time not to exceed fifteen (15) days in order that Seller may attempt to cure the default. Purchaser shall not have the right to make a claim under any particular representation or warranty of Seller to the extent that, prior to Closing, Purchaser becomes aware that the representation or warranty is not accurate and elects to proceed to close. Seller's representations and warranties in paragraph 6(a) shall survive the Closing Date for a period of one (1) year.

7. **Condition to Purchaser's Obligation to Close.** It shall be a condition to Purchaser's obligation to close that the City of San Antonio shall have executed and delivered to Purchaser an amendment to Memorandum of Understanding, and that its Westside Development Corporation shall have executed and delivered to Purchaser a lease termination agreement, a replacement lease and amendment to Memorandum of Understanding, each substantially in form attached hereto as **Exhibit "B-2"**, potentially revised as immediately hereinafter described. Should the City of San Antonio require revision of any of the documents listed at **Exhibit "B-2"** before the Closing Date as a condition to execution by the City and/or its Westside Development Corporation, Seller agrees to execute such revised versions if presented at the Closing by Purchaser as acceptable to Purchaser unless manifestly unreasonable, unlawful or contrary to announced policy of Seller. Subject to the foregoing, the parties agree to execute and deliver at the Closing executed copies of a lease termination agreement, a replacement lease and amendment to said Memorandum of Understanding, each substantially in form attached hereto as **Exhibit "B-2"**, potentially in revised form as referenced.

8. **Seller's Obligations at Closing**. At the Closing, Seller shall do the following:

(a) Deed. Execute, acknowledge and deliver to Purchaser a special warranty deed (the "**Deed**") conveying good and indefeasible title to the Property described to Purchaser, subject only to the Permitted Exceptions.

(b) Amendment to WETC MOU. Subject to paragraph 7, execute and deliver to Purchaser the Amendment to Memorandum of Understanding as presented by Purchaser substantially in the form of **"Exhibit B-2"**.

(c) Lease Termination Agreement. Subject to paragraph 7, execute and deliver to Purchaser a Lease Termination Agreement as presented by Purchaser substantially in the form of **"Exhibit B-2"**.

(d) Title Policy. Cause to be furnished and delivered to Purchaser, at the sole cost and expense of Seller, an Owner's Policy of Title Insurance in the form promulgated by the Texas Department of Insurance, in the amount of the total Purchase Price issued by the Title Company to Purchaser insuring good and indefeasible title to the Property then conveyed subject to no exceptions other than (i) the Permitted Exceptions, and (ii) the standard printed exceptions generally included in such a title insurance policy;

(e) Non-Foreign Affidavit. If applicable, deliver to Purchaser an affidavit meeting the requirements of Section 1445 of the Internal Revenue Code, executed and sworn to by Seller, confirming that Seller is not a "Foreign Person" as defined therein;

(f) Tax Certificates. If applicable, deliver to Purchaser tax certificates or reasonable evidence that all taxes due and payable for the Property through the date of the Closing have been paid in full;

(g) Possession. Deliver to Purchaser possession of the Property.

9. **Purchaser's Obligations at Closing**. At the Closing, Purchaser shall do the following:

(a) Purchase Price. Deliver or cause to be delivered to Seller the portion of the Purchase Price ONE MILLION DOLLARS ($1,000.000.00) due for the Property.

10. **Closing Costs**.

(a) Seller's Costs. Seller shall pay the following costs and expenses in connection with the Closing:

(i) The costs of the preparation of the special warranty deeds and other documents to be delivered by Seller;

(ii) One-half (1/2) of the escrow fees of the Title Company; and

(iii) The premium attributable to the standard owner's policy portion of the Title Policy.

(b) Purchaser's Costs. Purchaser shall pay the following costs and expenses in connection with the Closing;

(i) one-half (1/2) of the escrow fees of the Title Company, and the recording costs of the deed from Seller;

(ii) the premium attributable to any endorsement which Purchaser requests to the Title Policy, including the modification of the survey exception;

(iii) the premiums payable for the Mortgagee's Policy of Title Insurance for financing any portion of the Purchase Price, if any; and

(iv) all costs incurred, if any, in connection with Purchaser's financing of any portion of the Purchase Price.

(c) Taxes. Both Seller and Purchaser are tax exempt public entities and no tax prorations are required.

11. **Feasibility Period**.

(a) Inspection. For a period commencing with the Effective Date and ending, at 5:00 p.m., San Antonio, Texas, on the date which is fifteen (15) days thereafter (the "**Feasibility Period**"), Purchaser and its representatives shall be entitled to enter upon the Property for inspection, examination and engineering study prior to the Closing provided that in each such instance (i) Purchaser notifies Seller of Purchaser's intent to enter the Property to conduct its due diligence not less than forty-eight (48) hours prior to such entry; (ii) the date and approximate time period are scheduled with Seller and (iii) Purchaser does not unreasonably interfere with the operation at the Property. At Seller's election, a representative of Seller may be present during any entry by Purchaser or its representatives upon the Property for conducting its due diligence. Purchaser shall take all necessary actions to ensure that neither it nor any of its representatives unreasonably interfere with the use of the Property by Seller. Purchaser shall not cause or permit any mechanic liens, materialmen's liens or other liens to be filed against the Property as a result of its due diligence. Purchaser shall have the right to conduct, at its sole cost and expense, any inspections, studies or tests that Purchaser deems appropriate in determining the condition of the Property. In the event that Purchaser's review of the physical, economic and other conditions of the Property conducted during the Feasibility Period indicates to Purchaser, in Purchaser's sole discretion, that the Property is not suitable to Purchaser, or Purchaser, for any reason, determines that the purchase of the Property is not feasible then at any time prior to the expiration of the Feasibility Period, Purchaser may terminate this Contract by giving Seller written notice of such termination within the Feasibility Period and, in such event, Purchaser shall receive back the Earnest Money, and neither party shall have any further obligations hereunder other than the Surviving Obligations. If Purchaser fails to notify Seller of Purchaser's termination of this Contract prior to the expiration of the Feasibility Period, this condition shall be deemed satisfied and Purchaser shall be deemed to have waived its right to terminate this Contract under the provisions of this paragraph. Purchaser agrees that, in making any permitted physical or environmental inspections of the Property, Purchaser or Purchaser's agents will carry not less than Two Million Dollars ($2,000,000.00) commercial general liability insurance with contractual liability endorsement which contains a waiver of subrogation and names Seller, as an additional insured and will provide Seller with written evidence of same, will not interfere with the activity of any persons occupying or providing services at the Property, will not, except as required by law, reveal to any third party not approved by Seller the results of its inspections (other than its lenders, advisors, partners, consultants and attorneys) provided they each are advised to hold the Property Information in confidence, and will restore promptly any physical damage caused by the inspections. **Purchaser agrees to provide Seller with a copy of any inspection report upon Seller's written request, which agreement shall survive any**

termination of this Contract but shall not survive the Closing hereunder. Any inspections shall be at Purchaser's sole expense.

Purchaser shall have the right to an early termination of the Feasibility Period effective on the date specified in a written notice to Seller. Purchaser shall have the right to extend the Feasibility Period for one thirty (30) day period by giving written notice thereof to Seller prior to expiration of the initial Feasibility Period and within five (5) business days after such notice depositing TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) with Title Company as additional Earnest Money. References in this Contract to the "Earnest Money" mean all Earnest Money then on deposit.

(b) Confidentiality. Except as provided in paragraph 11(a) hereof, each of Seller and Purchaser agrees with the other that it has no present intention of making, and shall not, without the prior written consent of the other, make prior to the Closing any public announcement about the purchase and sale transaction contemplated hereby or of any of the terms hereof, including without limitation, the results of any inspection, test, survey, or study conducted pursuant to paragraph 11(a) hereof unless required by law. If this Contract is terminated for any reason, Purchaser shall promptly return to Seller all of the documents and information theretofore delivered to Purchaser by Seller in connection with this Contract, plus (except in the event that this Contract is terminated as the result of a default by Seller hereunder) every report of findings obtained pursuant to paragraph 11(a) hereof. At any time prior to the Closing Date, or at any time if this Contract is terminated, Purchaser shall not deliver any of the documents theretofore delivered to Purchaser by Seller or obtained by Purchaser pursuant to paragraph 11(a) hereof, or otherwise transmit any of the information contained in any such documents, to any third party except Purchaser's counsel, lenders, partners, consultants and other advisors, engaged to help Purchaser in its analysis of the Property, on a need-to-know basis, provided such individuals are advised of the same burdens of confidentiality and nondisclosure as Purchaser. The covenants set forth in this paragraph 11(b) shall survive the termination or closing of this Contract.

12. **Condition of Property**.

(a) Disclaimer. Except for Seller's special warranty of title to be contained in the deed to Purchaser at Closing, and except as expressly stated in paragraph 6(a), but subject to the limitations contained in paragraph 6(c), Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written; past, present or future, of, as to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Purchaser may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or "regulations of any government or other body. EXCEPT AS STATED HEREIN, IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR

HEREIN, SELLER HAS NOT MADE AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, SELLER DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. Purchaser agrees to accept the Property at Closing with the Property being in its present AS IS condition WITH ALL FAULTS.

(b) Property Condition. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS EXPERIENCED IN THE OWNERSHIP, DEVELOPMENT AND/OR OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT PURCHASER PRIOR TO THE CLOSING WILL HAVE INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. PURCHASER ACKNOWLEDGES THAT IT IS FULLY RELYING ON PURCHASER'S (OR PURCHASER'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND EXCEPT FOR THE SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS (OR PURCHASER'S REPRESENTATIVES HAVE), OR PRIOR TO THE CLOSING WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY); AND PURCHASER ACKNOWLEDGES THAT PURCHASER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. PURCHASER HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PORTION OF THE PROPERTY PURCHASED ATTRIBUTABLE TO THE PERIOD AFTER THE DATE OF CLOSING OF SUCH PURCHASE. PURCHASER EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT PURCHASER MIGHT OTHERWISE HAVE AGAINST SELLER RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED BY THIS CONTRACT. ANY REPAIRS PAID FOR BY SELLER PURSUANT TO THIS CONTRACT,

IF ANY, SHALL BE DONE WITHOUT ANY WARRANTY OR REPRESENTATION BY SELLER, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IN CONNECTION WITH SUCH REPAIRS. THE PROVISIONS OF PARAGRAPHS 12(a) AND 12(b) OF THIS CONTRACT SHALL BE INCLUDED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED BY SELLER TO PURCHASER AT CLOSING.

(c) DTPA Waiver.

(1) PURCHASER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF PURCHASER'S OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER.

(2) PURCHASER ACKNOWLEDGES AND AGREES THAT THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SUBCHAPTER E OF CHAPTER 17 OF THE TEXAS BUSINESS AND COMMERCE CODE, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (THE "DTPA"), IS NOT APPLICABLE TO THIS TRANSACTION, AND THAT, WITH RESPECT TO ALL ACTS OF SELLER, PAST, PRESENT OR FUTURE IN CONNECTION WITH THIS CONTRACT, THE RIGHTS AND REMEDIES OF PURCHASER WILL BE GOVERNED BY LEGAL PRINCIPLES OTHER THAN THE DTPA.

(3) IN FURTHERANCE OF THE FOREGOING, PURCHASER REPRESENTS THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION THAT IS THE SUBJECT OF THIS CONTRACT. PURCHASER REPRESENTS THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO SELLER.

(4) THE FOREGOING WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY PURCHASER, AND PURCHASER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL IN CONNECTION WITH THE NEGOTIATIONS AND EXECUTION OF THIS CONTRACT AND THIS WAIVER AND HAS HAD THE OPPORTUNITY TO DISCUSS THE FOREGOING WAIVER AND ITS MEANING WITH SUCH COUNSEL. PURCHASER UNDERSTANDS THE LEGAL CONSEQUENCES OF SIGNING THIS WAIVER. THE PROVISIONS OF THIS WAIVER SHALL SURVIVE CLOSING AND TERMINATION OF THIS CONTRACT.

13. **Default by Seller**. In the event that Seller should fail to close on the sale of the Property to Purchaser for any reason, except due to Purchaser's default or the failure of Purchaser to satisfy any of the conditions to Seller's obligations set forth herein, Purchaser shall be entitled to either (i) enforce specific performance of this Contract, or (ii) terminate this Contract, in which event the Earnest Money shall be forthwith returned to Purchaser whereupon

neither party shall have any obligations hereunder other than the Surviving Obligations. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Purchaser of any condition or of any subsequent breach of the same or any other term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall any damages, rights or remedies be collectible, enforceable or available to Purchaser other than as provided in this paragraph.

14. **Default by Purchaser**. In the event Purchaser should fail to perform its obligations herein for any reason, except default by Seller or the failure of Seller to satisfy any of the conditions to Purchaser's obligations set forth herein, Seller shall be entitled to terminate this Contract and receive or retain the Earnest Money whereupon neither party shall have any obligations hereunder other than the Surviving Obligations, such sum being agreed upon as liquidated damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed upon it by the terms and provisions of this Contract and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages. Except with respect to Purchaser's liability for the performance of the Surviving Obligations, no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller other than as provided in this paragraph, and Seller agrees to accept and take the Earnest Money as Seller's total damages and relief hereunder in such event. No delay or omission in the exercise of any right or remedy accruing to Seller upon any breach by Purchaser under this Contract shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein contained.

15. **Damage or Destruction**. In the event of any loss or damage to all or any portion of the Property caused by fire or any other casualty between the date hereof and the Closing, if the reasonable estimated cost of restoration is less than ten percent (10%) of the Purchase Price, the parties shall proceed to Closing and the proceeds of any insurance collected by Seller prior to Closing (less sums applied to restoration of any improvements) and the amount of any deductible under the insurance policy(ies) maintained by Seller with respect to the Property as of the date hereof will be paid to Purchaser at Closing, and all unpaid claims and rights of Seller under such insurance that have not been collected at the time of Closing shall be assigned to Purchaser at Closing. In the event of any 1oss or damage to all or any portion of the Property caused by fire or any other casualty between the date hereof and the Closing, if the reasonable estimated cost of restoration exceeds ten percent (10%) of the Purchase Price, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within twenty (20) days following Purchaser's receipt of written notice from Seller of the occurrence of such casualty, in which event this Contract shall be terminated, the Earnest Money shall be refunded to Purchaser and neither party shall have any further obligations hereunder other than the Surviving Obligations. If the Purchaser does not elect to terminate this Contract, the net proceeds of any insurance collected by Seller prior to Closing (less sums applied to restore any improvements) and the amount of any deductible under the insurance policy(ies) maintained by Seller with respect to the Property as of the date hereof will be paid to Purchaser at Closing, all unpaid claims and rights of Seller under such insurance that have not been collected by the time of Closing shall be assigned

to Purchaser at Closing, and the Purchase Price shall not be reduced or adjusted as a result thereof.

16. **Condemnation**. In the event of any taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all or any material portion of the Property (i.e. loss of access and a portion of the improvements so that operation of the Property is materially interfered with as determined by Purchaser in its reasonable discretion) between the date hereof and the Closing, Purchaser shall have the right to either (i) terminate this Contract, in which event the Earnest Money shall be refunded to Purchaser and neither Purchaser nor Seller shall have any further rights or liabilities hereunder other than the Surviving Obligations, or (ii) proceed with Closing in accordance with this Contract, in which event, Seller shall be relieved of its duty to convey title to the portion so taken or condemned, and Purchaser will be entitled to receive all proceeds of any such taking or condemnation, and the Purchase Price shall not be reduced or adjusted as a result thereof, provided Seller will make no adjustment or settlement of such condition without Purchaser's consent and will take at Closing all action necessary to assign its entire interest in any such award to Purchaser. In the event of a taking or condemnation of a non-material portion of the Property, Seller shall be relieved of its duty to convey title to the portion so taken or condemned, and each of Seller and Purchaser will be entitled to receive one-half of the proceeds of any such taking or condemnation.

17. **Attorneys' Fees**. Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Contract, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorney's fees, expended or incurred in connection therewith. Furthermore, Purchaser agrees to pay at Closing the reasonable attorneys' fees of Seller incurred to draft the Restrictive Covenant.

18. **Brokerage Commissions**. Each party represents and warrants to the other that no real estate commissions are owed or have been contracted for by such party with respect to this Contract.

19. **Assignability**. Purchaser shall have the right to assign this Contract or any of its rights hereunder to any entity owned and controlled by Purchaser, provided that no such assignment shall serve to release Purchaser from any of its obligations hereunder and provided further that written notice of such assignment is given to Seller at least five business days prior to Closing. From and after such assignment, wherever in this Contract reference is made to Purchaser such reference shall mean the assignee who shall succeed to all the rights, duties and obligations of Purchaser hereunder. In the event that any assignment of this Contract is made by Purchaser, then Purchaser will immediately provide written notice thereof to Seller.

20. **Notices**. Any notice, communication, request, reply, consent, or approval ("**Notice**") in this Contract provided or permitted to be given or made by either party to the other must be in writing by electronic mail effective when sent if delivered by 5:00 p.m. (San Antonio, Texas time) on the date transmitted, otherwise at 8:00 a.m. the business day next following.

. For purpose of Notice, the addresses for the parties shall, until changed as hereinafter provided, be as follows:

SELLER: Edgewood Independent School District
5358 West Commerce Street
San Antonio, Texas 78237
Attention: Superintendent of Schools
Fax: (210) 444-4520
Phone: (210) 444-4500
Email: eduardo.hernandez@eisd.net

WITH COPY TO: Mr. Juan J. Cruz
J. Cruz & Associates, LLC
216 West Village Boulevard
Laredo, Texas 78040
Fax: (956) 717-0539
Phone: (956) 717-0539
Email: jcruz@jca-law.com
Email: jgarcia@jca-law.com

PURCHASER: Alamo Community College District
2222 N. Alamo
San Antonio, Texas 78215
Attention: Dr. Mike Flores, Chancellor
Phone: (210) 485-0000
Email: mflores@alamo.edu

WITH COPY TO: Mr. Ross Laughead
General Counsel
Office of Legal Services
Alamo Community College District
2222 N. Alamo
San Antonio, Texas 78215
Phone: (210) 485-0059
Email: rlaughead@alamo.edu

Any party hereto may at any time, by giving three (3) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address for that party.

21. **Entire Agreement, Modification**. This Contract embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements understandings, representations, and statements, or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

22. **Applicable Law**. This Contact shall be governed by, and construed in accordance with, the laws of the State of Texas, and venue shall be in Bexar County, Texas.

23. **Headings**. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract.

24. **Binding Effect**. This Contact shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns, provided that no assignment shall be made by purchaser except in accordance with the provisions hereof.

25. **Counterparts**. This Contract may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Contract.

26. **Interpretation**. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

27. **Severability**. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

28. **Time of Essence**. Time is of the essence of this Contract.

29. **Notice to Purchaser**. The Texas Real Estate License Act requires a real estate agent to advise Purchaser that he should have an attorney examine an abstract of title to the Property being purchased; or a title insurance Policy should be obtained. Notice to that effect is, therefore, hereby given to Purchaser.

30. **Time**. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday, state or federal legal holiday, or any other day on which either party's business office is closed, then such date shall be extended to the next following date which is not such.

31. **Recordation**. Purchaser shall not record this Contract or a memorandum or other notice thereof in any public office without the express written consent of Seller. A breach by Purchaser of this covenant shall constitute a material default by Purchaser under this Contract.

32. **Further Assurances**. Purchaser and Seller agree to execute all documents and instruments reasonably required in order to consummate the purchase and sale herein contemplated.

33. **Waiver of Trial by Jury**. Seller and Purchaser, to the extent they may legally do so, hereby expressly waive any right to trial by jury of any claim, demand, action, cause of

action, or proceeding arising under or with respect to this Contract, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Contract or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise. To the extent they may legally do so, Seller and Purchaser hereby agree that any such claim, demand, action, cause of action, or proceeding shall be decided by a court trial without a jury and that any party hereto may file an original counterpart or a copy of this paragraph with any court as written evidence of the consent of the other party or parties hereto to waiver of its or their right to trial by jury.

34. **Independent Counsel**. Purchaser and Seller each acknowledge that: (a) they have been represented by independent counsel in connection with this Contract; (b) they have executed this Contract with the advice of such counsel; and (c) this Contract is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Contract was prepared by Seller's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Contract shall not be construed against Seller because Seller's counsel prepared this Contract.

35. **No Waiver**. No covenant, term or condition of this Contract other than as expressly set forth herein shall be deemed to have been waived by Seller or Purchaser unless such waiver is in writing and executed by Seller or Purchaser, as the case may be.

36. **Notifications**.

(a) District. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 50 of the Texas Water Code requires Seller to deliver and the Purchaser to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this Contract.

(b) Coastal Area. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, Section 33.135 of the Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the Contract.

(c) Annexation. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(d) Pipelines. If a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, is located on or within the Property, Seller shall give Purchaser statutory notice regarding such pipeline(s) as required by Section 5.010 of the Texas Property Code.

(e) Possible Liability for Additional Taxes. If for the current ad valorem tax year the taxable value of the Property that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

37. **Reduction of Contractual Time Periods**. Purchaser shall have the right to an early termination of any time periods hereunder the purpose of which is to benefit or allow for performance by Purchaser, effective on the date specified in a written notice to Seller. Seller agrees to reasonably negotiate the early termination of any time periods hereunder the purpose of which is to benefit or allow for performance by Seller, and to agree to any such the purpose of which is to allow for performance by Seller should Purchaser waive such performance.

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EXHIBIT LIST

Exhibit "A"

LEGAL DESCRIPTION AND SURVEYS

Exhibit "A-1"

Legal Description of Property

All of Lot 28, Block 3, New City Block 8988, City of San Antonio, Bexar County, Texas also known as Edgewood Community and Adult Center (as identified in the Bexar County Appraisal District records)

Exhibit "A-2"

Survey of Property

Exhibit "B"

LEASES AND MEMORANDA OF AGREEMENT

Exhibit "B-1"

- B-1.1 Master Lease (dated September 19, 2006);
- B-1.2 First Amendment to Lease Agreement (dated November 10, 2010),
- B-1.3(1) Second Amendment of the Lease, Assignment of the Lease, & Assumption of Lease as Amended" (dated November 1, 2015),
- B-1.3(2) Lease as Amended of District Property to Alamo Community College District (dated November 19, 2015),
- B-1.3(3) Sublease Agreement (dated November 19, 2015)
- B-1.3(4) Memorandum of Understanding (dated November 19, 2015)

Exhibit "B-2"

- B-2.1 Form of Amendment No. 1 to Memorandum of Agreement to be executed and delivered at closing
- B-2.2 Form of Lease Termination Agreement to be executed and delivered at closing
- B-2.3 Form of Replacement Lease to be executed and delivered at closing

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates which follow below their respective signatures. Any reference herein to the "Effective Date", "the date of this Contract" or "the date hereof" shall be the date on which the Title Company executes this Contract below, acknowledging receipt a fully executed copy of this Contract.

SELLER:

EDGEWOOD INDEPENDENT SCHOOL DISTRICT,
a Political Subdivision of the State of Texas

By: _____
Name: Martha Castilla
Title: President, Edgewood ISD Board of Trustees

Date: _____

ATTEST:

By: _____
Name: Joseph M. Guerra
Title: Secretary, Edgewood ISD Board of Trustees

PURCHASER:

ALAMO COMMUNITY COLLEGE DISTRICT,
a Political Subdivision of the State of Texas

By: _____
Name: Dr. Mike Flores
Title: Chancellor

Date: _____

ACCEPTANCE BY TITLE COMPANY

CHICAGO TITLE COMPANY hereby acknowledges receipt of this Sales Contract and agrees to act with the provisions of the Contract.

CHICAGO TITLE COMPANY

By: _____

Date of Acceptance: _____
(the "Effective Date")

RECEIPT OF EARNEST MONEY BY TITLE COMPANY

CHICAGO TITLE COMPANY hereby acknowledges receipt as of the date set forth below of the sum of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) to be held as Earnest Money pursuant to the terms of this Contract.

CHICAGO TITLE COMPANY

By: _____

Date of Receipt: _____

RECEIPT OF ADDITIONAL EARNEST MONEY BY TITLE COMPANY

CHICAGO TITLE COMPANY hereby acknowledges receipt as of the date set forth below of the sum of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) to be held as Earnest Money pursuant to the terms of this Contract.

CHICAGO TITLE COMPANY

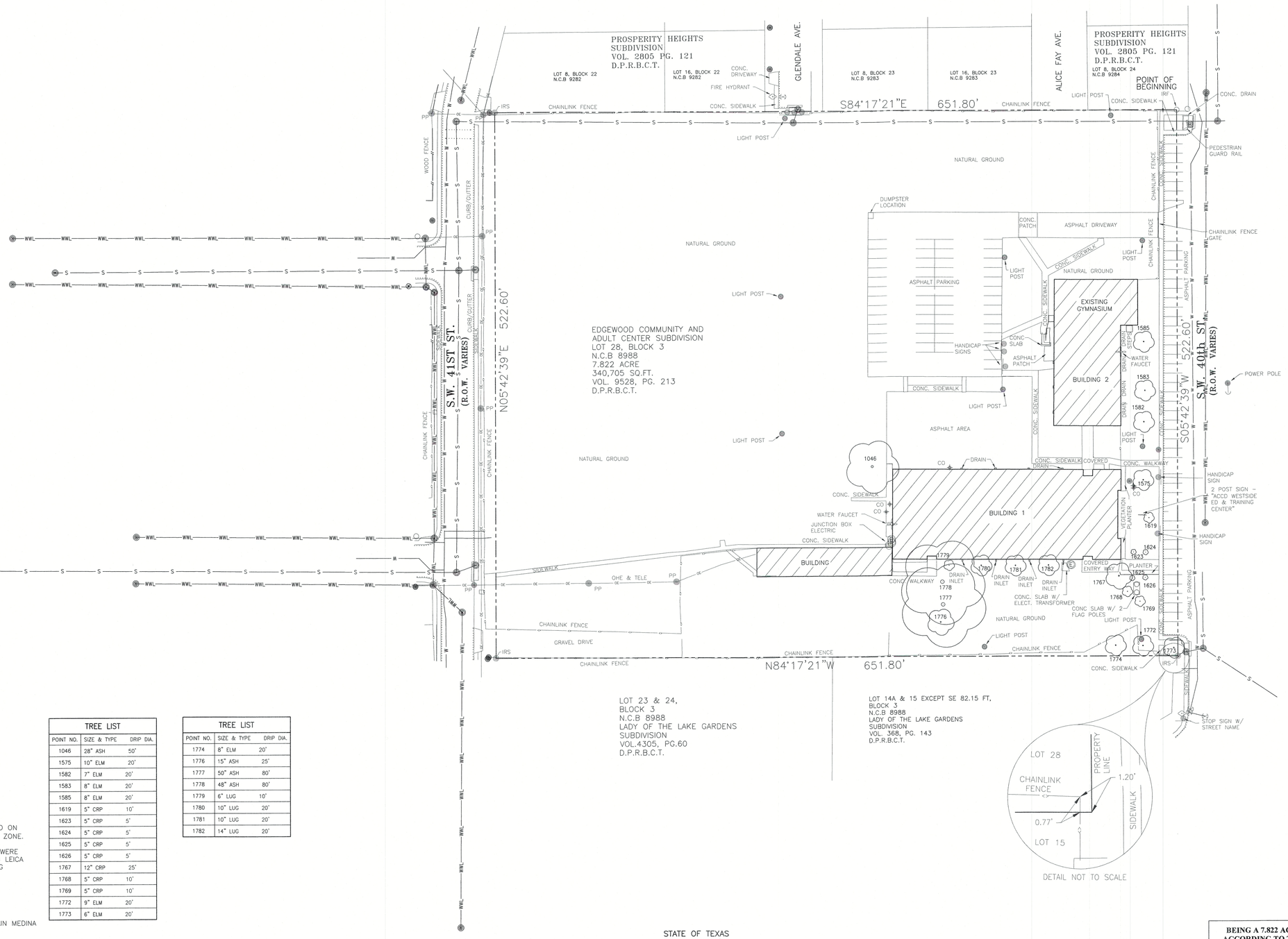
By: _____

Date of Receipt: _____

EXHIBIT "A-1"

LEGAL DESCRIPTION

All of Lot 28, Block 3, New City Block 8988, City of San Antonio, Bexar County, Texas also known as Edgewood Community and Adult Center (as identified in the Bexar County Appraisal District records)



LOT 23 & 24,
BLOCK 3
N.C.B 8988
LADY OF THE LAKE GARDENS
SUBDIVISION
VOL.4305, PG.60
D.P.R.B.C.T.

LOT 14A & 15 EXCEPT SE 82.15 FT,
BLOCK 3
N.C.B 8988
LADY OF THE LAKE GARDENS
SUBDIVISION
VOL. 368, PG. 143
D.P.R.B.C.T.

TREE LIST		
POINT NO.	SIZE & TYPE	DRIP DIA.
1046	28" ASH	50'
1575	10" ELM	20'
1582	7" ELM	20'
1583	8" ELM	20'
1585	8" ELM	20'
1619	5" CRP	10'
1623	5" CRP	5'
1624	5" CRP	5'
1625	5" CRP	5'
1626	5" CRP	5'
1767	12" CRP	25'
1768	5" CRP	10'
1769	5" CRP	10'
1772	9" ELM	20'
1773	6" ELM	20'

TREE LIST		
POINT NO.	SIZE & TYPE	DRIP DIA.
1774	8" ELM	20'
1776	15" ASH	25'
1777	50" ASH	80'
1778	48" ASH	80'
1779	6" LUG	10'
1780	10" LUG	20'
1781	10" LUG	20'
1782	14" LUG	20'

BEARING SOURCE:

1. COORDINATES AND DISTANCES BASED ON NAD 83(2011), TX SOUTH CENTRAL ZONE.
2. HORIZONTAL AND VERTICAL VALUES WERE OBTAINED BY GPS OBSERVED USING LEICA SMARTNET CONTINUOUSLY OPERATING REFERENCE STATION.
3. VERTICAL DATUM IS NAVD 88

LEGEND:

B.S.L. = BUILDING SETBACK LINE

- I.R.S. — SET 1/2" I.P. WITH BAIN MEDINA BAIN CAP
- I.R.F. — FOUND 1/2" I.R.
- SANITARYSEWER MANHOLE
- STORMSEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- EXISTING POWER POLE
- EXISTING CHAINLINK FENCE
- X — EXISTING FENCE
- WWL — EXISTING SEWER LINE
- OE — EXISTING OVERHEAD POWERLINE

D.R.B.C.T. = DEED RECORDS OF BEXAR, TEXAS
O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS OF BEXAR, COUNTY TEXAS
D.P.R.B.C.T. = DEED AND PLAT RECORDS OF BEXAR, COUNTY TEXAS
ADJOINERS SHOWN FOR REFERENCE ONLY

STATE OF TEXAS
BEXAR COUNTY

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THIS 15th DAY OF FEB, 2019 A.D.

E.F. BURKHART RPLS# 1706
REVISED: 02-24-2020

STATE OF TEXAS · REGISTERED · E.F. BURKHART · 1706 · PROFESSIONAL · LAND SURVEYOR

BEING A 7.822 ACRE TRACT (340,631 SQ. FT.), ACCORDING TO THE REPLAT ESTABLISHING THE EDGEWOOD COMMUNITY AND ADULT CENTER SUBDIVISION, LOT 28, BLOCK 3, N.C.B. 8988, RECORDED IN VOLUME 9528, PAGE 213, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PREPARED BY:

BAIN MEDINA BAIN
ENGINEERS & SURVEYORS
7073 San Pedro
San Antonio, Texas 78216
210-494-7223
TBPE NO. F-1712
TLSF REG. NO. 100209-00

DESIGNED BY:	
DRAWN BY:	P.G.
APPROVED BY:	EFB
DATE:	02-15-2019
JOB NO.:	C-1480.20
SHEET	1 OF 1

ORIGINAL

STATE OF TEXAS	§	**LEASE WITH ALAMO COMMUNITY**
	§	**COLLEGE DISTRICT OF EDGEWOOD**
	§	**INDEPENDENT SCHOOL DISTRICT**
COUNTY OF BEXAR	§	**FACILITIES**

This Lease ("Lease" herein) is entered into this 19th day of September, 200 6, by and between the **Edgewood Independent School District**, a political subdivision of the State of Texas, hereinafter called "EISD" and **Alamo Community College District**, a political subdivision of the State of Texas, hereinafter called "ACCD."

RECITALS

WHEREAS, in an effort to establish a seamless transitional process from high school to college in targeted career paths, the ACCD and the EISD hereby enter into this Lease for the establishment of an Alamo Community College District Westside Education and Training Center (WETC) in EISD, to be operated wholly by ACCD;

WHEREAS, as in-kind consideration (in lieu of rent) the operation of the WETC by ACCD pursuant to this Lease is intended to maximize existing educational and workforce development infrastructure in order to provide a well-trained and ready workforce for the needs of growing industries in San Antonio by making associates degrees, training degrees, certifications, and workplace competencies prescribed by the Texas Education Agency, Texas Higher Education Coordinating Board, the Southern Association of Colleges and Schools, or specified business and industry standards, as appropriate, more accessible; and

WHEREAS, with respect to the performance of in-kind services and the provision of space in lieu of payment of rent, the parties agree to consider this Lease an Interlocal Cooperation Agreement as described in Texas Government Code Chapter 791.

ARTICLE I
LEASED PREMISES

1.01 Premises. In consideration of the mutual covenants set forth herein, EISD hereby leases to ACCD and ACCD hereby leases from EISD for the rental and on the terms and conditions hereinafter set forth, approximately 21,920 square feet of rentable space as indicated on the plan attached as Exhibit "A," located at the site of the former Abraham Lincoln Elementary School, 563 SW 40th Street, San Antonio, Texas, together with the exclusive use of the furniture, fixtures, furnishings, and other personal property located therein as of the effective date hereof, used in providing administrative services within the areas to be leased which ACCD acknowledges to be adequate and suitable as of the Effective Date and which shall constitute the "Premises" demised herein.

1.02 Change in Location. After the initial term ending June 30, 2009, ACCD and EISD acknowledge and agree it may be necessary or EISD may find it desirable that EISD utilize

a portion or all of the Premises at Abraham Lincoln Elementary School for other public education objectives, and in such event, EISD shall give ACCD advance written notice not later than the first day of April (during an effective term year) of EISD's intent to utilize a portion or all of the Premises and shall describe one of the following options selected by EISD:

(A) the Stafford Elementary School facility will be offered as a substitute for the Premises under this Lease, comparable in area and amenities ("Stafford Facility" herein);

(B) other comparable space will be offered to substitute for the Premises under this Lease subject to the following ("Other Substitute Space" herein): (1) the Other Substitute Space must be comparable (at a minimum) in area, configuration, amenities, improvements, and contemporary code standards compliance (including no friable or damaged asbestos products); (2) the Other Substitute Space must be suitable and appropriate for public school classroom use; and (3) the Other Substitute Space must be within the target area (San Antonio City Council District No.s 5, 6, or 7); or

(C) this Lease may be terminated by EISD effective at the end of that term year subject to EISD paying to ACCD the unamortized portion of the value of ACCD's improvements to the Premises (based on a 15 year amortization and encompassing solely those improvements that are not removable and that shall remain with the Premises upon Lease termination).

Within forty-five (45) days of receipt of such notice by ACCD of EISD's selection of options (A) or (B) above, one of the following options shall be selected by ACCD:

(1) in the event the Stafford Facility or Other Substitute Space is offered (the Stafford Facility or the Other Substitute Space as appropriate, hereinafter referred to as the "New Premises"), the WETC shall be moved ("the Move") to the New Premises during the ensuing summer break and an amendment to this Lease shall be executed substituting the New Premises for the Premises hereunder and making other appropriate adjustments described below; or

(2) this Lease shall terminate effective at the end of that term year (at ACCD's option) without any further obligations from EISD.

In the event ACCD elects to the Move as opposed to termination, the terms and conditions of this Lease, except as expressly set forth herein below, shall continue in full force and effect as to the New Premises. Costs associated with removing WETC signage, moving ACCD's personal property from the Premises to the New Premises, and making the New Premises suitable for the WETC program will be borne by ACCD, although this provision contemplates minor improvements and shall not be construed as to modify the requirement that the Other Substitute Space be comparable as described above. It is further acknowledged and agreed that the In-Kind Services in section 3.02 will be adjusted if the square footage of the New Premises is less or greater than the square footage of the Premises as set forth in Exhibit B, and in such event, the parties will adjust, at the current Monthly Rent (defined infra) and tuition rates, the In-Kind Services to reflect the square footage of the New Premises.

1.03 Parking. ACCD shall have a non-exclusive license to use spaces at designated areas, subject to availability on a first-come, first-served basis, and the terms hereof, for its employees and students.

1.04 Inspection and Acceptance. The Premises have been inspected by ACCD, are satisfactory to ACCD, and on the Commencement Date, shall be ready for occupancy by ACCD. The Premises are accepted by ACCD "**AS IS, WHERE IS, AND SUBJECT TO ALL FAULTS**." EISD AND ACCD AGREE THAT THERE ARE NO EXPRESS AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ACCD EXPRESSLY ACKNOWLEDGES THAT EISD HAS MADE NO WARRANTIES OR REPRESENTATIONS CONCERNING ANY HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL MATTERS AFFECTING ANY PART OF THE PREMISES, AND EISD HEREBY EXPRESSLY DISCLAIMS AND ACCD WAIVES ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY SUCH MATTERS, TO THE EXTENT ALLOWABLE BY LAW.

ARTICLE II
TERM AND TERMINATION

2.01 Term. The term of this Lease shall commence on July 1, 2006, and shall end at 12:00 midnight on June 30, 2009 unless this Lease is terminated in the manner hereinafter set out.

2.02 Termination For Breach. ACCD may terminate this Lease for breach of any material terms or conditions of this Lease by the EISD, which breach is not corrected by the EISD within thirty (30) calendar days after written notice thereof is given to the EISD. The EISD may terminate this Lease for default, pursuant to Article XII. The Lease may also terminate pursuant to Sections 14.19 or 1.02.

2.03 Legal Compliance. If (a) there is a change in any law, regulation, or rule (federal, state, or local) that affects this Lease or the activities of either party under this Lease, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, or any of the provisions of this Lease are found to be in violation of any such law, regulation, or rule, and (b) either party reasonably believes in good faith that the change, interpretation, or determination will have a substantial adverse effect on that party's business operations or its rights or obligations under this Lease, then the parties may enter into good faith negotiations to renegotiate the terms of this Lease, and to take any action necessary to maintain compliance with such laws, rules, or regulations. If the parties do not agree to enter into good faith negotiations or are otherwise unable to reach an agreement concerning the modification of this Lease within the earlier of forty-five (45) calendar days after the date of the notice seeking renegotiation or the effective date of the change, then either party may immediately terminate this Lease effective upon notice to the other party.

2.04 Actions After Termination. In the event that this Lease shall be terminated, the provision of In-Kind Services shall be completed through the effective date of termination, and any contact hours utilized shall not be revoked or otherwise affected by termination of this Lease. In

addition, the various rights and remedies herein granted to the aggrieved party shall be cumulative and in addition to any others such party may be entitled to by law. The exercise of one or more rights or remedies shall not impair the right of the aggrieved party to exercise any other right or remedy, at law.

2.05 Renewal. This Lease shall at the option of ACCD renew for up to twelve successive one (1) year terms thereafter upon written notice provided prior to the expiration of any term.

ARTICLE III
FINANCIAL ARRANGEMENTS/IN-KIND SERVICES

3.01 Monthly Rent. Although actual rent is not to be paid (see below, Section 3.02 In-Kind Services) it is agreed that the reasonable rental value is as described on Exhibit "B," attached hereto and incorporated herein, (the "Monthly Rent").

3.02 In-Kind Services. ACCD agrees to provide academic and technical educational opportunities available at the Premises and other designated ACCD facilities for qualified EISD students and employees of a value reasonably equal in value to the annualized Monthly Rent based on the following basis:

(a) $3.58 average tuition cost per contact hour per year; and
(b) 10,287 contact hours per year - free of tuition costs.

EISD understands and agrees that in no event shall ACCD be required to pay the Monthly Rent if the basis is not met (such as if 6,123 contact hours are not utilized). ACCD understands and agrees that in no event shall EISD be required to pay the difference between the value of the In-Kind Services actually provided and the Monthly Rent.

3.03 Statutory Assurances. ACCD and EISD agree that to the extent the In-Kind Services are considered governmental functions pursuant to Texas Government Code Chapter 791, this Lease complies with said provisions, specifically:

(a) This Lease is authorized by each party's governing body;
(b) The value of the In-Kind Services (offsetting the Monthly Rent payment obligations) fairly compensates ACCD (the performing party) for the services or functions performed pursuant hereto; and
(c) The Monthly Rent value fairly compensates EISD for the use of the facilities.

3.04 Utilities. ACCD agrees to reimburse EISD for the proportionate cost of utilities (electricity, sewer and water) attributable to the Premises. EISD shall invoice ACCD for those costs on a monthly basis. The costs of utilities shall not be offset by the In-Kind Services. At ACCD's option and expense, the utilities may be separately metered and directly billed to ACCD. Payment of utility invoices separately metered shall be within 30 days of receipt of an each invoice or shall bear interest at the highest legal rate from the 30th day until paid.

ARTICLE IV
USE OF PREMISES

4.01 The Premises shall be used for operation of the WETC by ACCD; related educational and workforce development purposes and supporting administrative functions (general office use).

4.02 ACCD agrees to conform to the following provisions during the entire term of this Lease:

a. ACCD shall have the right to erect one monument sign, one building mounted sign and appropriate directional signage for the Premises with the prior written consent of EISD.

b. ACCD shall not perform any act or carry on any practice that may damage the Premises, or constitute a nuisance to any person or property. Without limiting the generality of the foregoing, ACCD shall pay any extra expense incurred by EISD in eliminating such damage or nuisance if ACCD shall fail to eliminate such damage or nuisance within twenty (20) days after notice from EISD.

c. ACCD shall not abandon the Premises. ACCD shall be deemed to have abandoned the Premises if all or substantially all of the net rentable area is not occupied for a period of sixty (60) days without the consent of EISD (exclusive of planned periods of educational inactivity such as summer break).

ARTICLE V
BUILDING SERVICES AND MAINTENANCE

5.01 Building Services. EISD shall maintain in good working order, subject to conditions out of the reasonable control of EISD, all major mechanical and electrical systems serving the Building, and the roof (although it is understood that ACCD intends to replace some of the roof panels), foundation and structural elements of each building containing the Premises. So long as ACCD is not in default hereunder, EISD shall, during reasonable and usual business hours (7:00 a.m. through 10:30 p.m., Monday through Friday) and at such other times and at such additional cost as ACCD and EISD may agree on, furnish to the Premises the following utilities and services (the "Building Standard Services"): (a) heat and air conditioning during the customary periods of the year when and to the same extent EISD furnishes heat and air conditioning for other portions of the Premises; (b) water for normal and customary use; (c) usual security services (though calendar 2007); and (d) electric current having a voltage requirement of 120 volts or less for normal and customary office use (which for the purposes of this Lease shall exclude high energy consuming equipment and facilities). If a building system listed in subparts (a), (b) or (d) cannot be suitably furnished as a result of force majeure or an unforeseeable failure

at neither party's fault, the parties agree to share the costs to repair or replace the system or the portion of the system needing repair; however, ACCD's share of the costs shall be prorated and be at the rate of one-tenth of the total repair/replacement cost for each year ACCD occupies the Premises but in no event shall exceed $25,000. Prior to 2007, security shall be provided at a level that is consistent with and actually provided throughout EISD facilities. EISD shall not be liable for ACCD's damages/losses resulting from criminal acts. Any electric current or water used by the ACCD in excess of that used for normal and customary office purposes shall be separately charged to ACCD, either by mutually agreeable estimate or by separate metering cost to be paid by ACCD. EISD may implement and enforce any measures or procedures relating to security matters ("Security") as EISD shall deem appropriate under the circumstances. After calendar 2007, EISD shall have the right, but not the obligation, to provide a uniformed police or security officer or officers to patrol the Building (but only at a level that is consistent with and actually provided throughout EISD facilities or the Building in particular, subject to discretionary deployment of personnel, and annual funding appropriations, among others). ACCD may install, at ACCD's sole cost and expense but with the prior written approval of EISD, which EISD shall not unreasonably withhold, such additional safety and security system(s) or device(s) as ACCD may desire, on the conditions that such system(s) or device(s) do not interfere with EISD's rights under this Lease and that EISD is not denied access to the Premises thereby. If ACCD elects to install additional safety or security systems, EISD may promulgate reasonable rules relating to the operation of such systems that shall be complied with at ACCD's expense, including, without limitation, charges relating to the response by security guards or building personnel to alarms, whether false or legitimate. ACCD shall maintain any such system in good working order and the unreasonable and continual malfunctioning of such a system shall be a breach hereunder.

5.02 Failure to Provide Building Services. FAILURE BY OR INABILITY OF EISD TO ANY EXTENT OR FOR ANY REASON (INCLUDING ITS ORDINARY NEGLIGENCE) TO PROVIDE ANY OF THE SERVICES DESCRIBED IN THIS SECTION WHICH TERM SHALL ALSO INCLUDE ANY OTHER SERVICES THAT EISD MAY ELECT, FROM TIME TO TIME, TO PROVIDE TO ACCD, OR ANY CESSATION OR INTERRUPTION OF THE SERVICES DESCRIBED IN SECTION 5.01, SHALL NOT RENDER EISD LIABLE IN ANY RESPECT FOR DAMAGES TO ANY PERSON, BE CONSTRUED AS AN EVICTION OF ACCD OR A DISTURBANCE OF ACCD'S USE OR POSSESSION OF THE PREMISES OR RELIEVE ACCD FROM ANY COVENANT OF ACCD IN THIS LEASE EXCEPT WITH RESPECT TO ACCD'S RESULTING INABILITY TO PROVIDE IN-KIND SERVICES AS A DIRECT RESULT. Notwithstanding the foregoing, if any interruption or cessation of services lasts longer than forty-eight hours and causes a substantial interference (with the exception of security), and is not the result of a force majeure or unforeseeable failure, the rent and In-Kind Services obligation shall be abated in proportion to the interruption or cessation of services as mutually agreed. EISD may at any time and from time to time make changes in the nature, quantity and quality of the services, and ACCD acknowledges that EISD's obligation to provide any services is always subject to laws applicable to such matters, including, without limitation, laws providing for or requiring rationing, temperature control or similar restrictions, prohibitions or mandates.

5.03 Notice of Damage or Accident. ACCD shall give prompt notice to EISD of any significant accidents involving injury to persons or property, including plumbing, electrical, heating, air conditioning, stairwell, corridor, and elevator problems, and/or personal injury and property damage caused thereby.

5.04 No Borrowed Servants. Except in emergencies, requests by ACCD shall be attended to only after proper request by ACCD to EISD. EISD's employees are not allowed to perform or do anything outside their regular duties unless pursuant to special orders from EISD. ACCD may not contract with EISD's employees for the performance of services to ACCD. If, at the request of ACCD, EISD's agents furnish services, goods, labor, or material to ACCD which are not required to be furnished by EISD under this Lease, ACCD shall pay for same upon delivery of a written statement therefore to ACCD.

5.05 Alterations. ACCD shall not make any alterations, improvements or additions to the Premises without the prior written consent of EISD. EISD has the right to base its consent or lack thereof on aesthetic or other reasonable grounds, including conformance to public school standards. ACCD may make nonstructural alterations to the interior, if such non-structural alterations (i) do not adversely or materially impact the building systems (including heating, air conditioning, plumbing and sewer), (ii) do not adversely or materially impact the structural soundness of the Premises, and (iii) provided that such alterations shall be made in accordance with all applicable governmental regulations, in a good first-class workmanlike manner. ACCD shall provide plans and specifications for all improvements to EISD, prior to commencing any work, in form satisfactory to EISD. Any and all alterations, additions, improvements and fixtures which may be made or installed by either EISD or ACCD upon the Premises and which in any manner are attached to the floors, walls or ceilings (including without limitation any air conditioning, heating and kitchen equipment in any manner attached to the floors, walls or ceilings) which are not then owned or provided by EISD, shall automatically become the property of EISD without reimbursement or compensation to ACCD and shall remain upon the Premises, and at the termination of this Lease shall be surrendered with the Premises, provided ACCD is then in default hereunder. ACCD shall remove any such alterations, additions, improvements or fixtures prior to or upon expiration or termination of this Lease if requested to do so by EISD or if ACCD is not then in default hereunder, and ACCD shall repair any damage to the Premises resulting from or caused by such removal. ACCD's personal property, equipment, trade fixtures, and furniture that are not attached to the floors, walls or ceilings of the Premises shall not be deemed to become a part of the Premises, and may be removed by ACCD from the Premises upon expiration or termination of this Lease, provided that ACCD shall repair any and all damage to the Premises resulting from or caused by such removal, and further provided that ACCD is not then in default hereunder.

ARTICLE VI
INSURANCE

6.01 General Insurance. ACCD agrees to maintain in full force during the term hereof a policy of comprehensive general liability and property damage insurance. Each policy or policies shall not be capable of being cancelled with respect to the EISD without thirty (30) days' written notice to the EISD. The minimum combined single limits of such insurance shall be (i) One Million and No/100 Dollars ($1,000,000.00) for injury (or death) to any number of persons and (ii) One Million and no/100 Dollars ($1,000,000.00) with respect to damage to property; (iii) insurance covering the full value of ACCD's property in the Premises; and (iv) workers' compensation insurance. All such insurance policies shall be in form, and issued by companies licensed in the State of Texas and rated not lower than A-, Class X, by Best's rating service. ACCD may carry

such insurance under a blanket policy, provided such insurance has a landlord's protective liability endorsement attached thereto. If ACCD fails to procure and maintain said insurance, EISD may, but shall not be required to, procure and maintain same, but at the expense of ACCD.

ARTICLE VII
ASSIGNMENT AND SUBLEASING

7.01 Assignment. ACCD shall not assign this Lease or sublet (which term, without limitation, shall include granting of concessions, licenses and the like) or mortgage, pledge or otherwise encumber (voluntarily or involuntarily), all or a part of its rights and interests in the Premises without the written consent of EISD. In any case where EISD shall consent to such assignment, subletting or encumbrance, ACCD shall remain fully liable for the obligations of ACCD hereunder, including, without limitation, the obligation to pay the Monthly Rent and other amounts provided under this Lease. Any new membership interest, sale, assignment or other transfer of all or a substantial portion of ACCD, shall be deemed to be an assignment of this Lease.

7.02 Sublease/Sublicense. Any sublease or sublicense shall require the approval of EISD and Sublessee must comply with all of the obligations of ACCD hereunder. Notwithstanding the foregoing, the rights and obligations of ACCD hereunder shall not in any way be released, modified or diminished by such subleases/sublicenses.

ARTICLE VIII
EISD'S RIGHT OF ACCESS

8.01 In General. EISD shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting or of making repairs to the Premises. If repairs are required to be made to the Premises by ACCD pursuant to the terms hereof, EISD may, in writing, demand ACCD to make the same forthwith. If ACCD fails or refuses to commence such repairs and complete the same with due diligence within a reasonable period of time after its receipt of EISD's written demand, then EISD shall advise ACCD of such failure by written notice and, after the expiration of twenty (20) days following ACCD's receipt of such written notice from EISD, EISD may (but shall not be obligated to) make or cause such repairs to be made and shall not be responsible to ACCD for any loss or damage that may accrue by reason thereof. If EISD makes or causes such repairs to be made, ACCD shall on demand, pay to EISD the cost thereof as additional rent, together with interest thereon at the Default Rate.

8.02 Expiration of Term. EISD shall have access to the Premises following reasonable prior notice for the purpose of inspecting same, exhibiting same to prospective lenders and purchasers. For a period commencing six (6) months prior to the expiration of the term of this Lease, EISD shall have access to the Premises following reasonable prior notice, for the purpose of exhibiting the same to prospective tenants.

ARTICLE IX

DAMAGE AND RECONSTRUCTION

9.01 Notice of Casualty. ACCD shall immediately give notice to EISD in case of fire or other casualty to any portion of the Premises.

9.02 Partial Destruction of Premises. In the event that the Premises shall be damaged by fire or other casualty, to the extent such loss is not covered under applicable casualty insurance and is caused by or attributable to ACCD, its employees, invitees, contractors or other persons on the Premises, and to the extent such loss is not a total loss or otherwise beyond reasonable repair (as determined by an independent architect, contractor or other entity selected by EISD) and unless this Lease is terminated as herein provided, subject to the issuance of all necessary governmental permits and approvals therefor and subject to the availability of sufficient funds for restoration including proceeds of insurance, EISD shall within thirty (30) days, commence the restoration of the Premises (exclusive of such finish-out or alterations provided or performed by ACCD pursuant to Article V), and shall diligently prosecute the same to completion, but EISD shall not be responsible for any delay which may result from Force Majeure. Any such restoration shall be completed in a good and workmanlike manner and shall result in a restoration of the Premises to substantially the same condition as existed immediately before the damage in question. In no event shall EISD be liable for interruption to ACCD's business, or for damage to or the repair or replacement of any items of personal property, equipment, or trade fixtures which ACCD is required to insure for its own account.

9.03 Rent Payment During Repair. The Monthly Rent and In-Kind Services as set forth herein shall be abated or reduced by mutual agreement, by reason of and proportionate to, any such damage or destruction, provided there is substantial interference with the operation of ACCD's business in the Premises. However, any contact hours already utilized will not be revoked or otherwise affected hereby.

9.04 Termination. Notwithstanding anything to the contrary, EISD and ACCD shall have the right to terminate this Lease by written notice to the other within ninety (90) days after such damage or destruction in the event that such damage or destruction constitutes a total loss or is otherwise beyond reasonable repair (as determined by an independent architect, contractor or other entity selected by EISD). If EISD exercises such right of termination, this Lease shall be deemed terminated as of the date of the damage or destruction but such termination shall not affect the obligations of the parties which accrued prior to such date and remain unpaid; however, the In-Kind Services obligation terminates concurrently with any termination of the obligation to provide the Premises for use.

ARTICLE X
EMINENT DOMAIN

10.01 If all or any portion of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof (any of which are referred to as a "Taking") the Lease shall be amended so as to remove the "taken" portion from the demised Premises as of the date title shall vest in the condemning authority. All sums awarded or agreed upon between EISD and the condemning

authority for the Taking of any part of the Premises, whether as damages or as compensation, shall be the property of EISD. ACCD may make a separate claim for its damages, so long as the award to EISD is not affected. Any amendment to the Lease so as to remove the "taken" portion from the demised Premises, shall proportionately reduce the monthly rent from the effective date of the Taking, based on the area of the "taken" portion multiplied by the rental rate per square foot for the area of the facility affected. The amendment to the Lease shall not serve to modify or affect in any way, any other provision contained herein, unless mutually agreed.

ARTICLE XI
[RESERVED]

ARTICLE XII
DEFAULT AND REMEDIES

12.01 Events of Default. The following shall be deemed to be events of default by ACCD under this Lease: (1) ACCD shall fail to have available In-Kind Services during the term hereof and such failure shall continue for a period of thirty (30) days after the due date; (2) ACCD shall abandon the Premises (although it is agreed that non-use during the time between semesters shall not constitute abandonment); (3) ACCD or any guarantor of ACCD's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency laws or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of ACCD or any guarantor of ACCD's obligations hereunder; (4) ACCD or any guarantor of ACCD's obligations hereunder shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; (5) ACCD shall do or permit to be done any act which results in a lien being filed against the Premises or the Property, unless such lien is removed within twenty (20) days after written notice thereof to ACCD; (6) the liquidation, termination, dissolution of ACCD; or (7) ACCD shall be in default of any other term, provision or covenant of this Lease other than those specified in subparts (1) through (6) above and such default is not cured within twenty (20) days after written notice thereof to ACCD.

12.02 Options. Upon the occurrence of any event of default set forth in this Lease, EISD shall have the option to terminate this Lease, in which event ACCD shall immediately surrender the Premises to EISD, and if ACCD fails to surrender the Premises, EISD may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Premises, and lock out, expel or remove ACCD and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages.

12.03 Storage of Property. Any and all property which may be removed from the Premises by EISD pursuant to the authority of this Lease or the law, to which ACCD is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of EISD at the risk, cost and expense of ACCD, and EISD shall in no event be responsible for the value, preservation or safekeeping thereof. ACCD shall pay to EISD, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be

in EISD's possession or under EISD's control.

12.04 Rights Cumulative. All rights and remedies of EISD herein or existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

12.05 Waiver. Failure of EISD to declare an event of default immediately upon its occurrence, or any delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but EISD shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth herein shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy hereunder or at law constitute forfeiture or waiver of any Monthly Rent or other sums due or becoming due, or damages accruing to EISD by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by EISD to enforce one or more of the remedies provided hereunder or at law upon any event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Subject to the provisions related to In-Kind Services, EISD may collect and receive Monthly Rent and other sums due from ACCD without waiving or affecting any rights or remedies that EISD may have at law or in equity or by virtue of this Lease at the time of such payment. Institution of a forcible detainer action to reenter the Premises shall not be construed to be an election by EISD to terminate this Lease.

ARTICLE XIII
CERTAIN COVENANTS OF ACCD

13.01 Incurring Financial Obligation. Neither ACCD nor its employees, contractors or others acting on ACCD's behalf shall incur any financial obligation on behalf of the EISD without the prior written approval of the appropriate EISD officer authorized to approve such obligations.

ARTICLE XIV
MISCELLANEOUS

14.01 Quiet Enjoyment. ACCD, subject to the terms and provisions of this Lease and all governmental regulations, upon paying all the rent and observing, keeping and performing all of the covenants, conditions and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof without hindrance or ejection by any persons.

14.02 Estoppel and Subordination. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this Lease. At the

request of either party, any such statement shall be in recordable form. ACCD agrees to execute a subordination and other agreements if so requested by any lender with a lien secured by the Premises. Any such subordination may be conditional upon the agreement of such lender to recognize this Lease, and agree not to disturb ACCD so long as ACCD is not in default hereunder. In the event ACCD fails to execute a subordination within ten (10) days after demand in writing, ACCD does hereby irrevocably appoint EISD as its attorney-in-fact and in its name, place and stead so to do.

14.03 Severability. Except as provided in Section 2.03 ("Legal Compliance"), if any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14.04 Memorandum of Lease. EISD and ACCD agree not to record this Lease.

14.05 Notices. Any notice to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been given if delivered in person to the address set forth below for the party to whom the notice is given, or if placed in the United States mail, postage prepaid, registered or certified with return receipt requested, addressed to the party at the address set forth below:

If to EISD:	Edgewood Independent School District Richard M. Bocanegra, Superintendent of Education 5358 W. Commerce St. San Antonio, TX 78237
If to ACCD:	Office of the Chancellor Alamo Community College District 201 W. Sheridan, Building D-117 San Antonio, Texas 78204-1429
With copy to:	District Office of Legal Affairs Alamo Community College District 201 W. Sheridan, Building C-8 San Antonio, Texas 78204-1429

Any notice or other communication required or permitted to be given will be deemed to have been received three days after deposit in any U.S. Postal Service post office box, postage prepaid, addressed as set forth above. Any notice or other communication delivered by other means will be deemed received only upon delivery to the addressee. Notice may be given by facsimile transmission. The addresses and addressees to which notice is to be given may be changed by written notice given in the manner specified in this Section and actually received by the addressee.

14.06 Surrender. On the last day of the term of this Lease, or upon the earlier termination of this Lease, ACCD shall peaceably and quietly leave, surrender and yield up to EISD the Premises, broom clean and in good condition, reasonable wear and tear excepted. ACCD shall surrender all keys to said Premises. If ACCD fails to do any of the foregoing, EISD may enter upon, reenter, possess and repossess itself thereof, by force, summary proceedings, ejectment, forcible detainer, or otherwise as permitted by law and may dispossess and remove ACCD and all persons and property from the Premises. Such dispossession and removal of ACCD shall not constitute a waiver by EISD of any claims by EISD against ACCD. If ACCD does not surrender possession of the Premises at the end of the original scheduled term or upon the sooner termination of this Lease, ACCD shall be a tenant-at-sufferance of EISD.

14.07 Attorney's Fees. If EISD or ACCD defaults in the performance of any of the terms, covenants agreements or conditions contained in this Lease and, by reason of such default, later places in the hands of any attorney the enforcement of all or any part of this Lease, the provision of In-Kind Services or sums due or to become due or recovery of the possession of the Premises, the prevailing party shall be entitled to recover its cost, including reasonable attorneys' fees, incurred in enforcing this Lease or its rights hereunder.

14.08 Authority. Each person executing this Lease on behalf of each party represents and warrants as to the party represented by such person, that: the party executing the Lease is a duly authorized and existing political subdivision of the State of Texas having full right and authority to enter into this Lease, each person signing on behalf of each party is authorized to do so, and the execution and delivery of the Lease will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement, or other contract or instrument to which such party is a party or by which it may be bound.

14.09 Entire Agreement. THIS LEASE, WITH THE SPECIFIC REFERENCES TO EXTRINSIC DOCUMENTS, (EXHIBITS "A" AND "B") IS THE ENTIRE AGREEMENT OF THE PARTIES; THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENT OR PROMISES PERTAINING TO THE SUBJECT MATTER OF THIS LEASE OR OF ANY EXPRESSLY MENTIONED EXTRINSIC DOCUMENTS THAT ARE NOT INCORPORATED IN WRITING IN THIS LEASE.

14.10 Amendment. THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY EISD AND ACCD.

14.11 References. All references herein to articles, sections, paragraphs and subparagraphs are, unless expressly indicated otherwise, references to articles, sections, paragraphs and subparagraphs of this Lease. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here," and the phrase "this Lease," when used in this Lease shall, unless expressly indicated otherwise, refer to the Lease and any Exhibits or Addenda to this Lease and not to one or the other or to any particular provision or section thereof. All references herein to an "Exhibit," "Addendum," "Annex," "Appendix," "Attachment," "Schedule" or "Rider" are references to exhibits, addenda, annexes, appendices, attachments, schedules or riders and/or attached hereto,

all of which are made a part hereof for all purposes, to the same extent and with the same force and effect as if each were set forth herein verbatim, it being further agreed by the ACCD and EISD that if any exhibit, addendum, annex, appendix, attachment, or schedule attached hereto, which is to be executed and delivered, contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained and as contemplated herein prior to or at the time of the execution and delivery thereof.

14.12 Hazardous Materials. ACCD shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any Hazardous Materials (defined herein) on, under, in, above, to or from the Premises other than in strict compliance with all applicable federal, state and local laws, rules, regulations and orders (the "Environmental Laws"). For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials or other substances of any kind or character that are or become regulated as hazardous or toxic wastes or substances, or which require special handling or treatment, under any applicable Environmental Laws, but shall exclude any Hazardous Materials typically found in commercial construction, cleaning and medical products used and disposed of in accordance with applicable laws, rules and regulations of all governmental authorities having jurisdiction over EISD, ACCD or the Premises.

14.13 Successors. Subject to the limitations set forth herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

14.14 Reservations. This Lease is made and accepted subject to all effective conditions, restrictions and easements of record, if any, in the Deed, Plat and/or Real Property Records of Bexar County, Texas.

14.15 Force Majeure. Other than for ACCD's monetary obligations under this Lease, whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or not, and not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Any elimination or shutting off of light, air, or view by any structure which may be erected on lands adjacent to the Premises shall in no way affect this Lease or impose any liability on EISD.

14.16 Independent Contractor. In performing In-Kind Services pursuant hereto, ACCD shall provide services pursuant hereto, as an independent contractor. The parties understand that ACCD performs tasks, the details of which the EISD does not have legal right to control and no such control is assumed by this Lease. This Lease does not create an employment relationship, partnership, or joint venture between the ACCD, its subcontractors or employees and the EISD. Neither the ACCD nor its subcontractors or employees shall be deemed employees of the EISD

for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the EISD.

14.17 Proprietary Property. Each party agrees that the other party's proprietary property shall not be possessed, used, or disclosed otherwise than may be necessary for the performance of this Lease. Each party agrees that upon termination of this Lease for any reason, absent the prior written consent of the other party, it shall have no right to and shall cease all use of the other party's proprietary property, and shall return all such proprietary property of the other party in its possession to the other party.

14.18 Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Lease or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

14.19 Civil Order 5281. Although the validity and enforceability of Civil Order 5281 is currently the subject of dispute in the courts, as this Lease conveys an interest in public school property, the following provision applies and shall restrict ACCD in its use of the Premises. It is agreed that termination of the Lease shall occur in lieu of the reverter.

"The terms and conditions of said agreement are further subject to the following:

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

(a) The above-described realty, or any part thereof, shall not be used in the operation of or in conjunction with any school or other institution of learning, study or instruction which discriminates against any person because of their race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.

These restrictions and conditions shall be binding upon ACCD, its successors and assigns, for a period of fifty (50) years from the date hereof, and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the grantor herein and its successors, this instrument shall be null and void, and grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person

prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any pubic school district or any person prejudiced by its violation."

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE FIRST WRITTEN ABOVE.

Alamo Community College District:

Dr. Daniel R. Derrico
~~Acting~~ Interim Chancellor
9/19/06

Approved as to form:

9/19/06
Erik T. Dahler
Attorney, District Office of Legal Affairs

Edgewood Independent School District:

Richard M. Bocanegra
Superintendent of Education

EXHIBIT LIST

Exhibit "A"	**Descriptions - Floor Plan (rental space outlined)**
Exhibit "B"	**Rental Rate and Monthly Rent**

Exhibit "A"

Description
Floor Plan (rental space outlined)

Location:

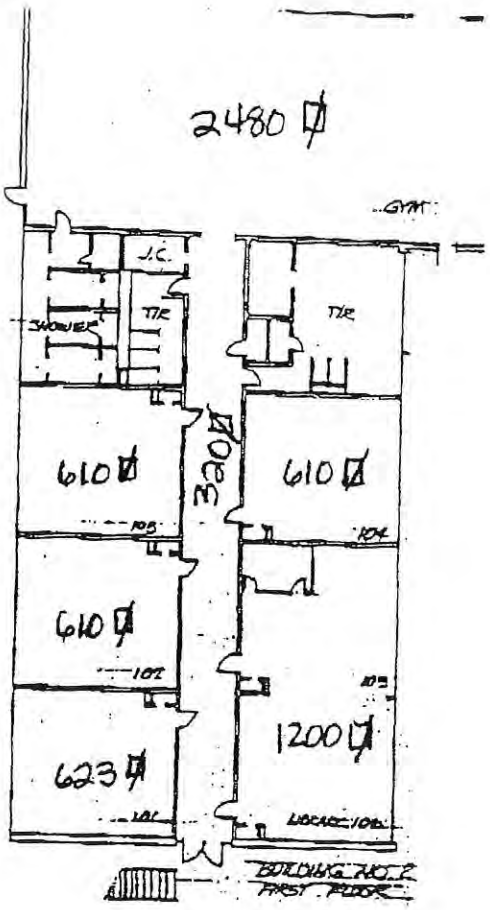
Abraham Lincoln Elementary School

563 W. 40th Street
San Antonio, TX 78237

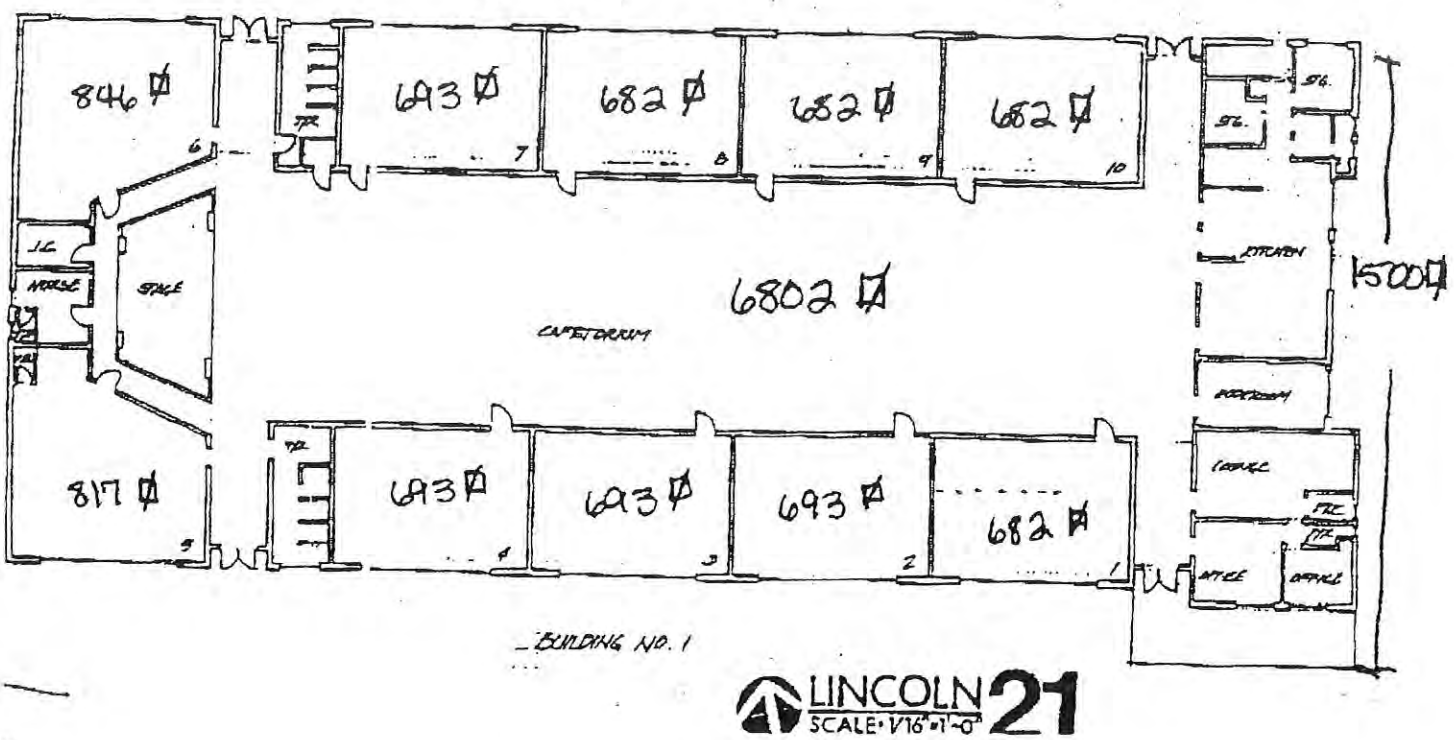
EXHIBIT

tabbies

A



TOTAL SQUARE FOOTAGE: 21,918



LINCOLN 21

SCALE: 1/16" = 1'-0"

Exhibit "B"

Rental Rate: $1.68/Sq.ft
Area: 21,920 Sq.ft.

Annual Rent: $36,825.60
Monthly Rent: $3,068.80

Annual Value of the Availability of In-Kind Services (based on assumptions): $36,827.46

ORIGINAL

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN ALAMO COLLEGES AND EDGEWOOD INDEPENDENT SCHOOL DISTRICT

This First Amendment to that one certain Lease Agreement (described below) is made and entered into on this _____ day of _____, 2010, between the **Alamo Community College District**, a political subdivision of the State of Texas ("ACCD") and **Edgewood Independent School District**, a political subdivision of the State of Texas, ("EISD").

RECITALS

WHEREAS, the parties hereto entered a Lease Agreement between ACCD and EISD to establish the Westside Education and Training Center (WETC), effective July 1, 2006 ("Lease"), which is presently in its 2nd renewal year through June 30, 2011; and

WHEREAS, the parties now desire to amend the Lease to address the placement and maintenance of two (2) house structures on the WETC grounds for WETC instructional use only. up to JM 11/10/2010

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I
PURPOSE AND EFFECTIVE DATE

1.01. The purpose of this Amendment is to address the parties' agreement for ACCD to relocate, place and maintain up to two house structures ("House Structures") to/on the WETC campus. This Amendment shall be effective as of November 1, 2010, or immediately upon approval of this First Amendment of Lease Agreement by EISD, whichever is later.

ARTICLE II
AMENDMENTS

2.01. ARTICLE I LEASED PREMISES, Section 1.01 (Premises), shall be amended to read as follows and the inclusion of the following two subsections:

> 1.01 Premises. In consideration of the mutual covenants set forth herein, EISD hereby leases to ACCD and ACCD hereby leases from EISD for the rental and on the terms and conditions hereinafter set forth, the following:
>
> (A) approximately 21,920 square feet of rentable space within a building as indicated on the plan attached as Exhibit "A," located at the site of the former Abraham Lincoln Elementary School, 563 SW 40th Street, San Antonio, Texas ("EISD Grounds"), together with the exclusive use of the furniture, fixtures, furnishings, and other personal property located therein as of the effective date hereof, used in providing administrative services within the areas to be leased which ACCD acknowledges to be adequate and suitable as of the Effective Date; and

(B) through June 30, 2011, outside space on the EISD Grounds for the relocation, placement and maintenance by ACCD of the House Structures, the dimensions of which shall be pre-approved by EISD's Superintendent and in compliance with any and all applicable City Code requirements, if any, and the placement of which shall be indicated on the plan attached as Exhibit "C;"

and which, together (i.e., the rentable space within the building and the additional outside space), shall constitute the "Premises" demised herein.

1.01.1 The Premises so demised by this Lease shall, in no event, include the House Structures placed on the EISD Grounds; and the parties agree and understand that EISD shall have no responsibility for them nor for the outside space on which the House Structures are placed.

1.01.2 ACCD shall reimburse EISD for any and all damages to EISD property as a result of the movement and/or placement and/or removal of the House Structures to, on or from the EISD Grounds, including but not limited to the demised Premises.

2.02. ARTICLE II TERM AND TERMINATION shall be amended by the addition of the following section:

2.06 Unless EISD extends the right of ACCD to place and maintain the House Structures on the EISD Grounds beyond June 30, 2011, ACCD shall promptly remove the House Structures from the EISD Grounds. In any event, at the end of the term of this Lease, ACCD shall ensure that the House Structures have been promptly removed from the EISD Grounds.

2.03. ARTICLE IV USE OF PREMISES, Section 4.01, shall be amended to read as follows:

4.01 The Premises shall be used for operation of the WETC by ACCD; and related educational and workforce development purposes and supporting administrative functions (general office use). EISD agrees to allow ACCD to relocate, place and maintain, at ACCD's sole cost and expense, the House Structures to and on the EISD Grounds for use in the Mission Verde's educational and workforce development, which includes a multipurpose education and research specialty center for renewable and energy efficient technologies and water management and conservation demonstration. These House Structures shall not have any utility connections and are to be used for training purposes only.

2.04. ARTICLE XIV MISCELLANEOUS, Section 14.05 (Notices), shall be updated to revise the address for notices to EISD, to read as follows:

If to EISD: Superintendent of Schools
Edgewood Independent School District
5358 W. Commerce St.
San Antonio, TX 78237

2.05. ARTICLE XIV MISCELLANEOUS, Section 14.09 (Entire Agreement), shall be amended to read as follows:

> 14.09 Entire Agreement. THIS LEASE, WITH THE SPECIFIC REFERENCES TO EXTRINSIC DOCUMENTS, (EXHIBITS "A" AND "B" AND, IF APPLICABLE, EXHIBIT "C") IS THE ENTIRE AGREEMENT OF THE PARTIES; THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREE-MENT OR PROMISES PERTAINING TO THE SUBJECT MATTER OF THIS LEASE OR OF ANY EXPRESSLY MENTIONED EXTRINSIC DOCUMENTS THAT ARE NOT INCORPORATED IN WRITING IN THIS LEASE.

ARTICLE III
OTHER TERMS AND CONDITIONS

3.01. All other terms and conditions of the Lease shall remain in full force and effect; except, however, Exhibit "B" shall be adjusted as a result of the inclusion of additional square footage encompassing the leased Premises.

EXECUTED ON THE DATE FIRST WRITTEN ABOVE.

Alamo Community College District:

11/10/2010
John W. Strybos, P.E.
Associate Vice Chancellor for Facilities

Edgewood Independent School District:

Elizabeth P. Garza
Superintendent

CONTRACT APPROVED
AS TO FORM ONLY
11/9/10
Office of Legal Services

First Amendment to Lease

Exhibit "A"

Description
Floor Plan for Inside Space (rental space outlined)

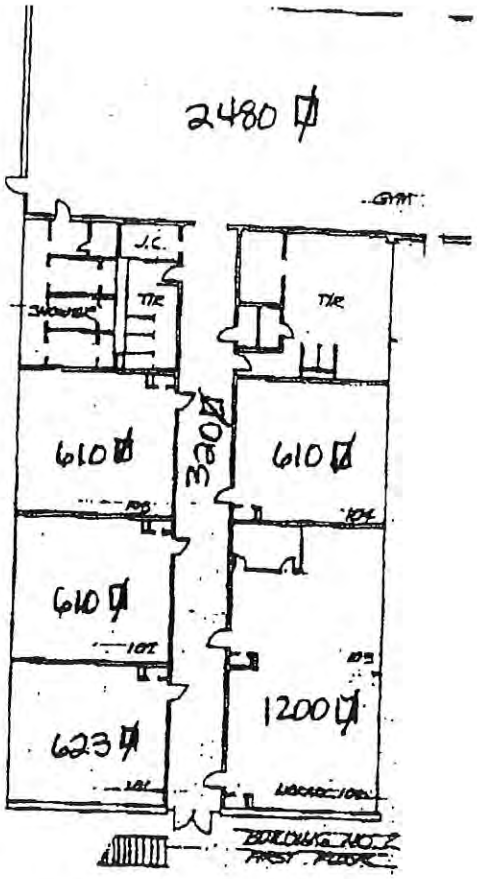
Location:

Abraham Lincoln Elementary School

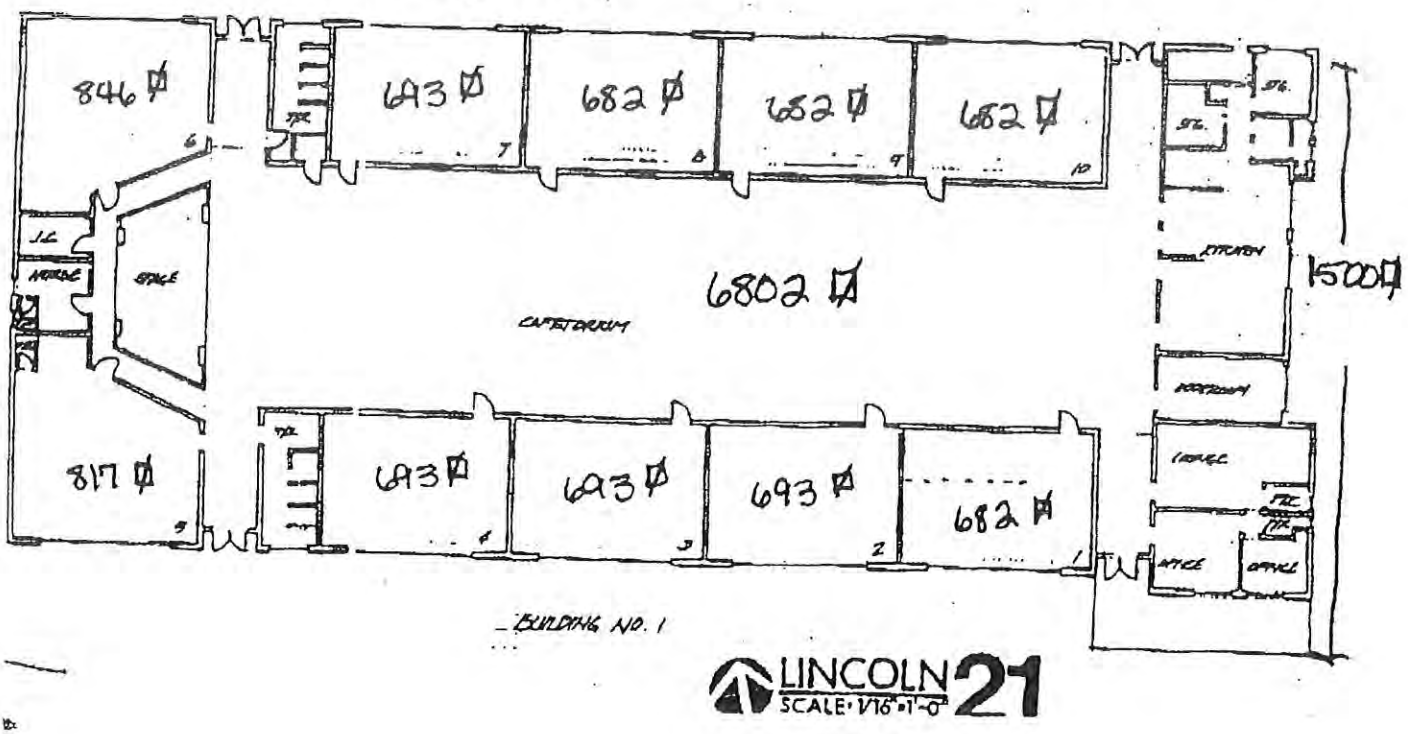
563 W. 40th Street
San Antonio, TX 78237

EXHIBIT

A



TOTAL SQUARE FOOTAGE: 21,918



LINCOLN 21

SCALE: 1/16"=1'-0"

First Amendment to Lease
Exhibit "B"

Rental Rate: $1.68/Sq.ft – [for inside space]

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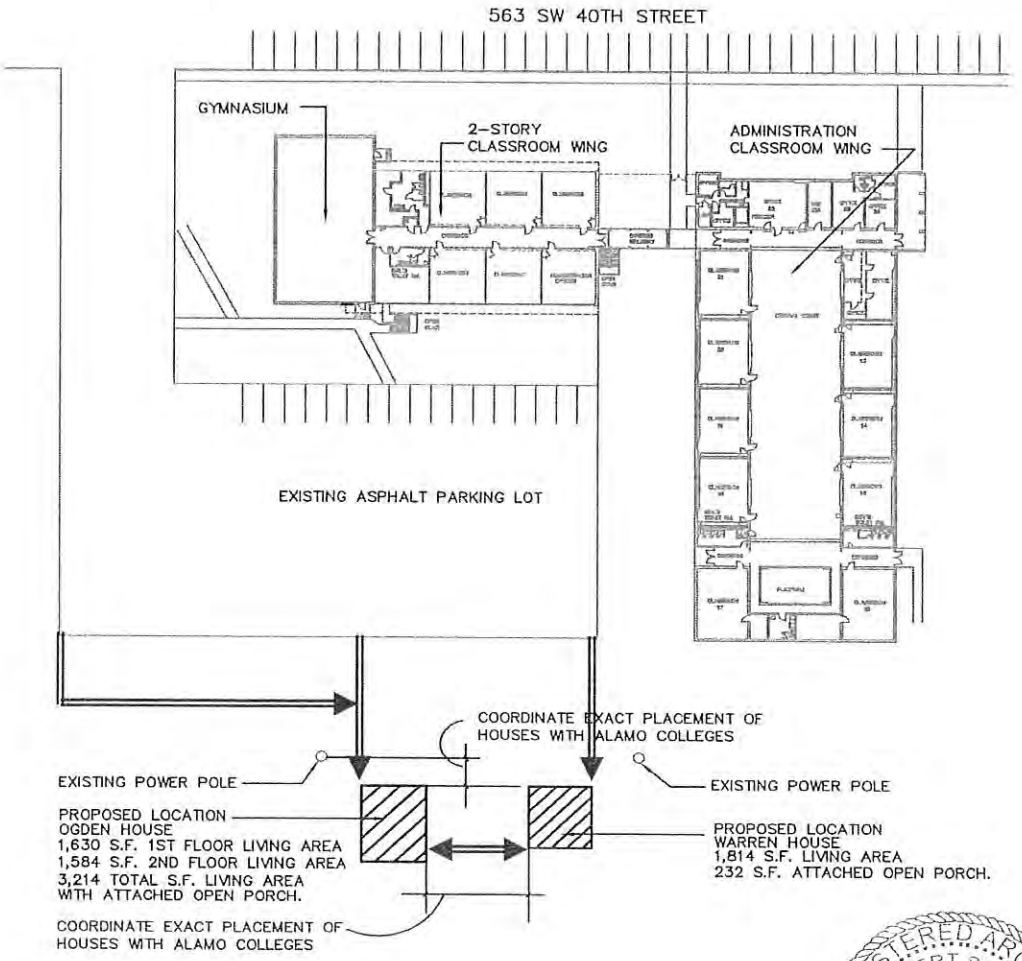
Area: 21,920 Sq.ft. [inside space] and

Through June 30, 2011, outside space for the relocation, placement and maintenance by ACCD of up to two (2) house structures, the dimensions of which to be pre-approved by EISD's Superintendent and the placement of which as indicated in Exhibit "C".

Annual Rent: $36,825.60
Monthly Rent: $3,068.80

Annual Value of the Availability of In-Kind Services (based on assumptions): $36,827.46
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First Amendment to Lease
Exhibit "C"



1 **OVERALL EDGEWOOD - WETC HOUSE RELOCATION SITE PLAN**

SCALE: N.T.S.

REGISTERED ARCHITECT * GILBERT SALINAS * 14331 * STATE OF TEXAS

10.12.10

This is a draft of Exhibt C to the First Amendment to Lease Agreement between Alamo Colleges and Edgewood ISD, the final version of which will include a more precise location for the placement of the houses

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October 10, 2016

EXHIBIT B-13 TO SALES CONTRACT

Dr. Sylvester Perez
Superintendent
Edgewood Independent School District
5358 West Commerce Street
San Antonio, TX 78237

EDGEWOOD ISD
OFFICE OF SUPERINTENDENT
2016 OCT 24 AM 10:45

Dr. Bruce H. Leslie
Chancellor
Alamo Community College District
201 W. Sheridan, Building D-117
San Antonio, Texas 78204

Leonard Rodriguez
President and Executive Director
Westside Development Corporation
Office of the President and CEO
630 S.W. 41st Street / PO Box 37569
San Antonio, Texas 78237

Re: (1) Second Amendment of the Lease; Assignment; & Assumption of Lease as Amended.
(2) Lease as Amended.
(3) Sublease Agreement
AND
(4) Memorandum of Understanding

Gentlemen:

Enclosed for each of you is an original contract for each of the above referenced contracts. Each contract to you contains original signature pages and should be maintained as official business records of your district or corporation.

These documents are a direct result of the Memorandum of Understanding ("MOU") that was entered into between your governing authorities and the City of San Antonio, effective November 19, 2015, providing for a long-term lease agreement for the use of the EISD facility and campus formerly known as Lincoln Elementary School and currently known as Westside Education and Training Center (also known as "WETC").

Also enclosed for each of you is an original MOU that was approved by Westside Development Corporation on August 26, 2015, approved by the School District on October 13, 2015, approved

by ACCD on October 27, 2015, and it became effective on November 19, 2015, following San Antonio City Council's approval of the MOU on that date.

Copies of the above referenced documents should be distributed to any staff person in your organization who is charged with overseeing the services and responsibilities required by the documents, particularly the MOU, the Lease as Amended, and the Sublease Agreement.

Thank you in advance for your kind and courteous attention to this matter.

Sincerely,

DONALD J. WALHEIM

DJW/wjd

Enclosures: As described

cc: Ross Laughead
Attorney for ACCD

Francisco J. Garza
Attorney for Westside Development Corp.

Richard Strieber
Attorney for EISD

EDGEWOOD ISD
OFFICE OF SUPERINTENDENT
2016 OCT 24 AM 10:45

EXHIBIT 1
to

SECOND AMENDMENTOF THE LEASE
ASSIGNMENT OF THE LEASE AS AMENDED
& ASSUMPTION OF LEASE AS AMENDED

[Initial Lease and First Amendment to Lease Agreement]

(See: separate document attached)

SECOND AMENDMENT OF THE LEASE; ASSIGNMENT OF THE LEASE AS AMENDED; & ASSUMPTION OF LEASE AS AMENDED

THIS AGREEMENT, consisting of (1) "Second Amendment of the Lease," (2) "Assignment of the LEASE AS AMENDED," and (3) "Assumption of the LEASE AS AMENDED, hereinafter, together, referred to as "this Agreement", dated as of November 1, 2015 (hereinafter, the "Effective Date"), is made by and among Alamo Community College District, a political subdivision of the State of Texas (hereinafter, "Assignor"), San Antonio Westside Development Corporation, a/k/a Westside Development Corporation, a Texas local government corporation (hereinafter, "Assignee"), and Edgewood Independent School District, a political subdivision of the State of Texas (hereinafter, "Landlord").

WHEREAS, Assignor is the Lessee under that one, certain Lease with Landlord, entered into as of the 19th day of September, 2006 ("Initial Lease), and amended by document entitled "First Amendment to Lease Agreement" on the 30th day of November, 2010, as subsequently renewed and extended over time and according to the terms therein provided (hereinafter, together, hereinafter referred to as "the Lease"), a true, correct and complete copy of which is attached hereto as **EXHIBIT "1,"** and covering approximately 21,920 square feet of rentable space as indicated on the plan as therein depicted by exhibit attached thereto and fully incorporated therein (hereinafter, the "Property"), said Property being located at the former Abraham Lincoln Elementary School located at 563 SW 40th Street, San Antonio, Texas, together with the exclusive use of the furniture, fixtures, furnishings, and other personal property located therein (hereinafter, the "Personal Property"), said Personal Property being used in providing educational and administrative services within the Property, (the Property and the Personal Property hereinafter, collectively, referred to as the "Premises," and as further amended hereby in Section 2(a) below); and

WHEREAS, Assignor desires to assign all of Assignor's leasehold interests under the Lease, as fully amended with an effective date of November 19, 2015, to Assignee, and Assignee desires to accept all of Assignor's leasehold interests under the Lease, as fully amended and hereinafter referred to as the **"LEASE AS AMENDED,"** from Assignor (hereinafter, the "Assignment"); and

WHEREAS, Assignor and Assignee are parties to that certain written agreement of even, or near even, date herewith, the terms of which are incorporated by reference as though fully set forth herein, and wherein Assignee has agreed to sublet the Premises to Assignor, and Assignor has agreed to sublet the Premises from Assignee (hereinafter, the "Sublease"); and

WHEREAS, Assignor and Assignee recognize that Landlord must give Landlord's prior written consent to the Assignment of the leasehold interests to Assignee, and to the Sublease of the leasehold interests from Assignee.

WHEREAS, Landlord, Assignor, and Assignee desire to amend the Lease as herein described.

2015 OCT 26 AM 10:46
EDGEWOOD ISD
OFFICE OF SUPERINTENDENT

NOW, THEREFORE, in consideration of the sum of $10.00 and the mutual promises contained herein, and other good and valuable consideration, each to the others, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. The parties hereby agree to incorporate into the Lease, and approve by separate instrument in writing, a fully amended Lease entitled "LEASE AS AMENDED, effective November 19, 2015. **(EXHIBIT "2")**. The parties hereby acknowledge that the following amendments to the Lease as hereinafter stated in paragraphs 1 through 2(i) and other amendments as shall be found in the LEASE AS AMENDED are advisable and necessary.

2. Effective as of the Effective Date hereof, the Lease is hereby amended by this "Second Amendment to Lease," which amendments shall include, without limitation, the following:

   a. Section 1.01of the Lease is hereby amended by the addition of the following Subsection (B), to read as follows:

      "The Premises shall also include such additional realty, in addition to the aforementioned 21,920 square feet of rentable interior space, which constitutes the remainder of the former campus. A formal legal description of the entire campus constituting the Premises as of the Effective Date hereof is attached as Attachment "C" hereto.

   b. Sections 1.02 and 14.19 of the Lease are hereby deleted in their entirety; and Sections 1.03 and 1.04 are renumbered as 1.02 and 1.03, respectively.

   c. Section 2.01 of the Lease is hereby amended to read as follows:

      "2.01 **Term.** The term of this Lease shall end at 12:00 midnight on December 31, 2025, unless this Lease is terminated in the manner hereinafter set out."

   d. Section 3.02 of the Lease is hereby amended to read as follows:

      "3.02 **In-Kind Services.** ACCD agrees to provide, in lieu of cash rent, academic and technical educational opportunities available at the Premises and other designated ACCD facilities for qualified EISD students and EISD employees, as described in, and subject to the terms and conditions of, the MOU by and between EISD, ACCD, WDC, and CITY, and approved by their respective governing bodies as aforesaid, a true, correct, and complete copy of which is attached hereto as Attachment "A" and is incorporated in this LEASE *in haec verba*. EISD understands and agrees that in no event shall ACCD be required to pay any portion of the Monthly Rent in cash. ACCD understands and agrees that in no event shall EISD be required to pay the difference between the In-Kind Services actually provided and the Monthly Rent."

e. Section 4.01 of the Lease is hereby amended to read as follows:

"4.01 The Premises shall be used for operation of the WETC by ACCD and/or ACCD's EISD-approved assigns, related educational and workforce development purposes, and supporting administrative functions (including general office use)."

f. Section 5.05 of the Lease is hereby amended to read as follows:

"5.05 **Alterations.** "ACCD shall not make any alterations, improvements or additions to the Premises without the prior written consent of EISD (hereinafter "Approved Changes"). Alterations, improvements, and/or additions to the Premises that are the subject of a joint project conducted by ACCD and CITY and are the subject of ACCD's Request for Competitive Sealed Proposal, CSP No. 16C-023, once approved by CITY in 2016, are hereby deemed Approved Changes by EISD. EISD has the right to base its consent or lack thereof on aesthetic or other reasonable grounds, including **but not limited to** conformance to public school standards. ACCD may make nonstructural alterations to the interior, which are hereby included in Approved Changes, if such non-structural alterations: ***(i)*** do not adversely or materially impact the building systems (including heating, air conditioning, plumbing, and sewer); ***(ii)*** do not adversely or materially impact the structural soundness of the Premises; and ***(iii)*** provided that such alterations shall be made in accordance with all applicable governmental regulations, in a good, first-class, workmanlike manner. ACCD shall provide plans and specifications for all Approved Changes to EISD prior to commencing any work, in a form satisfactory to EISD. Any and all Approved Changes and fixtures which may be made or installed by either EISD or ACCD upon the Premises and which are permanently affixed to the floors, walls, or ceilings (including, without limitation, any air conditioning, heating, and kitchen equipment permanently affixed) that are not then owned or provided by EISD, shall automatically become the property of EISD without reimbursement or compensation to ACCD; and such Approved Changes and/or fixtures shall remain upon the Premises; and at the termination of this Lease shall be surrendered with the Premises. ACCD's personal property, equipment, trade fixtures, and furniture that are not attached to the floors, walls, or ceilings of the Premises shall not be deemed to become a part of the Premises, and may be removed by ACCD from the Premises upon expiration or termination of the Lease, provided that ACCD shall repair any and all damage to the Premises resulting from or caused by such removal, and further provided that ACCD is not then in default hereunder."

g. Section 14.05 of the Lease is hereby amended by adding a notice provision for notice to Westside Development Corporation and a notice provision for the City of San Antonio, as follows:

If to EISD (Landlord):	**Superintendent of Schools** Edgewood Independent School District 5358 W. Commerce Street San Antonio, TX 78237
If to ACCD (Assignor):	**Office of the Chancellor** Alamo Community College District 201 W. Sheridan, Building D-117 San Antonio, TX 78204-1429
With Copy to:	*District Office of Legal Affairs* Alamo Community College District 201 W. Sheridan, Building C-8 San Antonio, TX 78204-1429
If to Westside Development Corporation (Assignee):	**Westside Development Corporation** Office of President and CEO 630 SW 41st Street / PO Box 37569 San Antonio, TX 78237
If to City of San Antonio:	**City of San Antonio, Texas** Attention: Center City Development Office P.O. Box 839966 San Antonio, TX 78283-3966

h. Section 14.09 (Entire Agreement) is hereby amended to read as follows:

> **Entire Agreement**. This LEASE, with the specific references to ATTACHMENTS "A," "B," and "C," is the entire agreement of the parties. There are, and were, no verbal representations, warranties, understandings, stipulations, agreement or promises pertaining to the subject matter of this LEASE or of any expressly mentioned documents that are not incorporated in writing in this LEASE.

3. By Landlord's signature below, made prior to the signatures on behalf of Assignor and Assignee, Landlord gives Landlord's prior written consent to the Assignment by Assignor to Assignee of Assignor's entire leasehold right, title, interest and estate in and under the Lease, and further agrees that the second sentence of Section 7.01 of the Lease shall not apply to this specific approved assignment; except, however, Assignor's obligations to Landlord in the Memorandum of Understanding (ATTACHMENT "A") shall remain inviolate, notwithstanding any other provision as may be contained in this Agreement to the contrary.

4. By Landlord's signature below, made prior to the signatures on behalf of Assignor and Assignee, Landlord gives Landlord's prior written consent to the Sublease as

contemplated by the terms contained therein, a true, correct, and complete copy of which is attached hereto as **EXHIBIT "3."**

5. Assignor hereby grants, transfers, conveys, assigns, and sets over to Assignee (also hereinafter sometimes referred to as "Tenant") its entire leasehold right, title, interest and estate in and under the LEASE AS AMENDED, to have and to hold unto Assignee for and during the remainder of the term of the LEASE AS AMENDED and any renewals or extensions of it. Assignee agrees with Landlord to perform the terms, covenants, and conditions of Assignor contained in the LEASE AS AMENDED.

6. Assignee hereby agrees to satisfy all obligations of Assignor as tenant under the LEASE AS AMENDED arising out of or relating to the leasehold interest in and under the LEASE AS AMENDED on and after the Effective Date hereof; except, however, Assignor's obligations set forth in ATTACHMENT "A" shall not be affected. Assignor hereby agrees to satisfy all obligations of Tenant under the Lease arising out of or relating to the leasehold interest in and under the Lease which arose before the Effective Date hereof.

7. The parties agree that this this Agreement shall be effective on the Effective Date hereof.

8. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

9. Assignee hereby acknowledges the Premises, as amended hereby, to be adequate and suitable as contemplated under the Sublease as of the Effective Date.

10. Landlord hereby represents and warrants to Assignee and its successors and assigns that:

    a. Attached hereto as **EXHIBIT "2"** is a true, correct and complete copy of the LEASE AS AMENDED, which has not been further amended or modified, changed, altered, or supplemented. The LEASE AS AMENDED, the Memorandum of Understanding (**ATTACHMENT "A"**), and this Agreement, including all exhibits and attachments thereto and hereto, are the only lease and other agreements between Assignor and Landlord affecting or relating to the Premises, as amended hereby. The LEASE AS AMENDED is in full force and effect, and all amounts required to be paid by Assignor under the the LEASE AS AMENDED are current and have been paid in full through the Effective Date.

    b. No default, or any event or condition which with the passing of time or giving notice, or both, would constitute a default on the part of either Assignor or Landlord, exists under the Lease or the LEASE AS AMENDED.

    c. No claim against Assignor or Landlord or dispute between Assignor and Landlord exists under the Lease or the LEASE AS AMENDED.

    d. No casualty or condemnation has occurred with respect to the Premises, as hereby amended, or the parking areas or other common areas in which Assignor has rights

under the LEASE AS AMENDED. Landlord has received no notices of any violations of law with respect to the Premises, as hereby amended.

11. Assignor hereby represents and warrants to Assignee and its successors and assigns that:

    a. The LEASE AS AMENDED, the Memorandum of Understanding (**ATTACHMENT "A"**), and this Agreement including all exhibits and/or attachments thereto and hereto, are the only lease and other agreements between Assignor and Landlord affecting or relating to the Premises, as amended hereby. Assignor has a valid, existing, and continuing leasehold interest in the Premises, as amended hereby.

    b. Assignor has not assigned or encumbered its interest in the Lease or sublet all or any portion of the Premises, as amended hereby, nor are there any outstanding unpaid liens or security interests in any Assignor personal property, fixtures or equipment located in the Premises, as amended hereby.

    c. No default, or any event or condition which with the passing of time or giving notice, or both, would constitute a default on the part of either Assignor or Landlord, exists under the Lease.

12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and is fully performable and enforceable in Bexar County, Texas. This Agreement may be executed in counterparts and, taken together, such counterparts shall constitute one and the same Agreement, valid and binding on the parties.

13. From and after the Effective Date, notices to the Assignee under the Lease shall be addressed to Assignee at:

    WESTSIDE DEVELOPMENT CORPORATION
    Office of the President and CEO
    630 S.W. 41st Street / PO Box 37569
    San Antonio, TX 78237

14. From and after the Effective Date, notices to the Assignee under the Lease shall be addressed to Assignee at:

    ALAMO COMMUNITY COLLEGE DISTRICT
    Office of the Chancellor
    201 W. Sheridan, Building D-117
    San Antonio, TX 78204-1429

15. From and after the Effective Date, notices to the Landlord under the Lease shall be addressed to Landlord at:

EDGEWOOD INDEPENDENT SCHOOL DISTRICT
ATTN: Superintendent of Schools
5358 W. Commerce Street
San Antonio, TX 78237

16. From and after the Effective Date, a copy of all notices to the Assignee under the lease shall be copied to the City of San Antonio, Texas at the following address:

CITY OF SAN ANTONIO, TEXAS
ATTN: Center City Development Office
P.O. Box 839966
San Antonio, Texas 78283-3966

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

ALAMO COMMUNITY COLLEGE DISTRICT,
a political subdivision of the State of Texas

By: _____
Name: Dr. Bruce H. Leslie
Title: Chancellor
DATE: 9/29/16

EDGEWOOD INDEPENDENT SCHOOL DIST.,
a political subdivision of the State of Texas

By: _____
Name: Dr. Sylvester Perez
Title: Superintendent
DATE: 9/20/16

WESTSIDE DEVELOPMENT CORPORATION,
a Texas local government corporation

_____
Name: Leonard B. Rodriguez
Title: President & CEO
DATE: 9/21/16

APPROVED AS TO FORM:

APPROVED AS TO FORM ONLY

Ross Laughead
Legal Counsel for ACCD

Richard Strieber
Legal Counsel for EISD

Legal Counsel WOL

CONSENT BY LANDLORD

EDGEWOOD INDEPENDENT SCHOOL DISTRICT as Landlord, hereby gives its prior written consent to the Assignment by Assignor to Assignee of Assignor's entire leasehold right, title, interest, and estate in and under the Lease, and further, Landlord hereby gives its prior written consent to the Sublease according to the terms contemplated thereby.

EDGEWOOD INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

By: _____
Name: Dr. Sylvester Perez
Title: Superintendent of Schools

EXHIBIT "1" TO SUBLEASE AGREEMENT

MASTER LEASE
(a/k/a in related documents as the "Lease as Amended")

(See separate document attached)

EDGEWOOD INDEPENDENT SCHOOL DISTRICT
5358 West Commerce Street, San Antonio, TX 78237

LEASE AS AMENDED

STATE OF TEXAS	§	**LEASE AS AMENDED**
	§	**OF DISTRICT PROPERTY**
	§	***to***
	§	**ALAMO COMMUNITY COLLEGE DISTRICT**
COUNTY OF BEXAR	§	***(Effective November 19, 2015)***

This LEASE AS AMENDED (hereinafter "LEASE") is effective on the 19th day of November, 2015, by and between the **Edgewood Independent School District**, a political subdivision of the State of Texas (hereinafter "EISD," and **Alamo Community College District**, a political subdivision of the State of Texas (hereinafter "ACCD").

RECITALS

WHEREAS, ACCD is the Lessee under a lease agreement for the purpose of establishing the Westside Education and Training Center (hereinafter "WETC") at EISD's former Lincoln Elementary School, approved September 19, 2006, with an effective date of July 1, 2006, and amended on November 30, 2010 (together, **"EXHIBIT "1"**), and subsequently renewed and extended over time and according to the terms as therein provided;

WHEREAS, in an effort to establish a seamless transitional process for EISD students from high school to college in targeted career paths; in an effort to continue to provide and expand education, training and related services responsive to labor market needs for a trained and productive workforce on the west side of San Antonio; and as a foundation for the infusion of capital improvements into the EISD facility and campus, formerly known as Lincoln Elementary School, currently the Westside Education and Training Center ("hereinafter "WETC"), the City of San Antonio (hereinafter "CITY"), San Antonio Westside Development Corporation (hereinafter "WDC"), ACCD, and EISD entered into a Memorandum of Understanding (hereinafter the "MOU"), providing without limitation for a long-term lease agreement for the use of the premises for the WETC between WDC as assignee and tenant and ACCD as assignor;

WHEREAS, WDC approved the MOU on August 26, 2015;

WHEREAS, EISD approved the MOU on October 13, 2015;

WHEREAS, ACCD approved the MOU on October 27, 2015;

WHEREAS, CITY approved the MOU on November 19, 2015;

WHEREAS, the MOU is hereby incorporated herein and made a part of this LEASE as if written out *in haec verba,* marked **ATTACHMENT "A;**

2015 OCT 24 AM 10:46
EDGEWOOD ISD
OFFICE OF SUPERINTENDENT

WHEREAS, by virtue of in-kind services to be provided to EISD (in lieu of rent), the approval of the MOU by the aforementioned parties, and the operation of the WETC by ACCD and/or WDC during the term of this LEASE, the parties acknowledge that this LEASE is intended to provide educational benefits to EISD and its students and employees and to maximize existing educational and workforce development infrastructure on the west side of San Antonio for the needs of growing industries in San Antonio; and

WHEREAS, with respect to the performance of In-Kind Services and the provision of space in lieu of payment of rent, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to consider this LEASE as an Interlocal Cooperation Agreement as described in Texas Government Code Chapter 791.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
LEASED PREMISES

1.01 Premises. In consideration of the mutual covenants set forth herein, EISD hereby leases to ACCD and ACCD hereby leases from EISD for the rental and on the terms and conditions hereinafter set forth, the following:

(A) approximately 21,920 square feet of rentable space within a building or buildings as indicated on the plan attached as **ATTACHMENT "B,"** and the surrounding grounds comprising the entire site of the former Abraham Lincoln Elementary School, 563 SW 40th Street, San Antonio, Texas, together with the exclusive use of the furniture, fixtures, furnishings, and other personal property located therein and thereon as of the effective date hereof, used in providing administrative and educational services within the areas to be leased which ACCD acknowledges to be adequate and suitable as of the Effective Date and which shall together (i.e., the rentable space within the building(s) and the additional outside space) constitute the "Premises" demised herein.

(B) The Premises shall include, in addition to the aforementioned 21,920 square feet of rentable interior space, the realty that constitutes the entirety of the former campus. A formal legal description of the entire campus constituting the Premises as of the Effective Date hereof is attached hereto as **ATTACHMENT "C."**

1.02 Parking. ACCD shall have a non-exclusive license to use spaces at designated areas, subject to availability on a first-come, first-served basis, and the terms hereof, for its employees and students.

1.03 Inspection and Acceptance. The Premises have been inspected by ACCD, are satisfactory to ACCD; and, on the Effective Date, shall be considered ready for occupancy by ACCD. **THE PREMISES ARE ACCEPTED BY ACCD "AS IS, WHERE IS, AND SUBJECT TO ALL FAULTS." EISD AND ACCD AGREE THAT THERE ARE NO EXPRESS AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY,**

HABITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ACCD EXPRESSLY ACKNOWLEDGES THAT EISD HAS MADE NO WARRANTIES OR REPRESENTATIONS CONCERNING ANY HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL MATTERS AFFECTING ANY PART OF THE PREMISES, AND EISD HEREBY EXPRESSLY DISCLAIMS AND ACCD WAIVES ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY SUCH MATTERS, TO THE EXTENT ALLOWABLE BY LAW.

ARTICLE II
TERM AND TERMINATION

2.01 Term. The term of this LEASE shall commence on **November 19, 2015, and shall end at 12:00 midnight on December 31, 2025**, unless this LEASE is terminated in the manner hereinafter set out.

2.02 Termination For Breach. ACCD may terminate this LEASE for breach of any material terms or conditions of this LEASE by EISD, which breach is not corrected by EISD within thirty (30) calendar days after written notice thereof is given to EISD. EISD may terminate this LEASE for default, pursuant to Article XII.

2.03 Legal Compliance. If *(a)* there is a change in any law, regulation, or rule (federal, state, or local) that affects this LEASE or the activities of either party under this LEASE, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, or any of the provisions of this LEASE are found to be in violation of any such law, regulation, or rule, and *(b)* either party reasonably believes in good faith that the change, interpretation, or determination will have a substantial adverse effect on that party's business operations or its rights or obligations under this LEASE, then the parties may enter into good faith negotiations to renegotiate the terms of this LEASE and take any action necessary to maintain compliance with such laws, rules, or regulations. If the parties do not agree to enter into good faith negotiations or are otherwise unable to reach an agreement concerning the modification of this LEASE within the earlier of forty-five (45) calendar days after the date of the notice seeking renegotiation or the effective date of the change, then either party may immediately terminate this LEASE in accordance with the provisions of Section 12.02, effective upon notice to the other party.

2.04 Actions After Termination. In the event that this LEASE shall be terminated, the provision of In-Kind Services shall be completed through the effective date of termination. In addition, the various rights and remedies herein granted to an aggrieved party shall be cumulative and in addition to any others such party may be entitled to by law. The exercise of one or more rights or remedies shall not impair the right of the aggrieved party to exercise any other right or remedy, at law.

2.05 Renewal. This LEASE may be renewed by mutual agreement for a successive ten (10)-year term, upon written agreement prior to the expiration of any term.

ARTICLE III
FINANCIAL ARRANGEMENTS/IN-KIND SERVICES

3.01 Monthly Rent. Although actual rent is not to be paid (see below, Section 3.02 "In-Kind Services"), it is agreed that the reasonable rental value of the Premises is equal to the fair market value of the leasehold and is not a gifting, credit, or grant of public money or thing of value in aid of either party.

3.02 In-Kind Services. ACCD agrees to provide, in lieu of cash rent, academic and technical educational opportunities available at the Premises and other designated ACCD facilities for qualified EISD students and EISD employees as described in, and subject to the terms and conditions of, the MOU by and between EISD, ACCD, WDC, and CITY and approved by their respective governing bodies as aforesaid, a true, correct, and complete copy of which is attached hereto as **ATTACHMENT "A**, and is incorporated in this LEASE *in haec verba.* EISD understands and agrees that in no event shall ACCD be required to pay any portion of the Monthly Rent in cash. ACCD understands and agrees that in no event shall EISD be required to pay the difference between the value of the In-Kind Services actually provided and the Monthly Rent.

3.03 Statutory Assurances. ACCD and EISD agree that, to the extent the In-Kind Services are considered governmental functions pursuant to Texas Government Code Chapter 791, this LEASE complies with said provisions, specifically:

(a) This LEASE is authorized by each party's governing body;

(b) The value of ACCD's leasehold interest in the Premises fairly compensates ACCD for the In-Kind Services (offsetting the Monthly Rent payment obligations) provided under the LEASE;

(c) The Monthly Rent value to EISD for ACCD's use of the Premises is fairly compensated by ACCD's In-Kind Services to EISD; and

(d) Each party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying party.

3.04 Utilities and Operational Expenses. (a) ACCD agrees to reimburse EISD for the proportionate cost of utilities (electricity, sewer and water) attributable to the Premises. EISD shall invoice ACCD for those costs on a monthly basis. The costs of utilities shall not be offset by the In-Kind Services. At ACCD's option and expense, the utilities may be separately metered and directly billed to ACCD or to an EISD-approved assignee. Reimbursement to EISD for the proportionate cost of non-separately metered utilities shall be within 45 days of receipt of each invoice or shall bear interest at the highest legal rate from the 45th day until paid.

(b) ACCD shall not be required to pay cash rent, but it shall be responsible for the payment of certain costs and expenses under this LEASE and fulfilling certain responsibilities in accordance with the terms hereof and in accordance with the terms of the MOU (Attachment "A").

ARTICLE IV
USE OF PREMISES

4.01 The Premises shall be used for operation of the WETC by ACCD and/or ACCD's EISD-approved assigns; related educational and workforce development purposes, and for supporting administrative functions (general office use).

4.02 ACCD agrees to conform to the following provisions during the entire term of this LEASE:

a. ACCD shall have the right to erect one monument sign, one building mounted sign and appropriate directional signage for the Premises with the prior written consent of EISD.

b. ACCD shall not perform any act or carry on any practice that may damage the Premises, or constitute a nuisance to any person or property. Without limiting the generality of the foregoing, ACCD shall pay any extra expense incurred by EISD in eliminating such damage or nuisance if ACCD shall fail to eliminate such damage or nuisance within twenty (20) days after notice from EISD.

c. ACCD shall not abandon the Premises. ACCD shall be deemed to have abandoned the Premises if all or substantially all of the net rentable area is not occupied for a period of sixty (60) days without the consent of EISD (exclusive of planned periods of educational inactivity such as summer break).

ARTICLE V
BUILDING SERVICES AND MAINTENANCE

5.01 Building Services. EISD shall maintain in good working order, except as to conditions out of the reasonable control of EISD, all major mechanical and electrical systems serving the Building, and the roof (although it is understood that ACCD intends to replace the roof), foundation and structural elements of each building containing the Premises. So long as ACCD is not in default hereunder, EISD shall, during reasonable and usual business hours (7:00 a.m. through 10:30 p.m., Monday through Friday) and at such other times and at such additional cost as ACCD and EISD may agree on, furnish to the Premises the following utilities and services (the "Building Standard Services"): *(a)* heat and air conditioning during the customary periods of the year when and to the same extent that EISD furnishes heat and air conditioning for other portions of the Premises; *(b)* water for normal and customary use; and *(c)* electric current having a voltage requirement of 120 volts or less for normal and customary office use (which for the purposes of this LEASE shall exclude high energy consuming equipment and facilities). If a building system listed in subparts (a), (b) or (c) cannot be suitably furnished as a result of force majeure or an unforeseeable failure at neither party's fault, the parties agree to share the costs to repair or replace the system or the portion of the system needing repair; however, ACCD's share of the costs shall be prorated and be at the rate of one-tenth of the total repair/replacement cost for each year ACCD occupies the Premises but in no event shall exceed $25,000. EISD shall not

be liable for ACCD's damages/losses resulting from criminal acts. Any electric current or water used by the ACCD in excess of that used for normal and customary office purposes shall be separately charged to ACCD, either by mutually agreeable estimate or by separate metering cost to be paid by ACCD. EISD may implement and enforce any measures or procedures relating to security matters ("Security") as EISD shall deem appropriate under the circumstances. EISD shall have the right, but not the obligation, to provide a uniformed police or security officer or officers to patrol the Building (but only at a level that is consistent with and actually provided throughout EISD facilities or the Building in particular, subject to discretionary deployment of personnel, and annual funding appropriations, among others). ACCD may install, at ACCD's sole cost and expense but with the prior written approval of EISD, which EISD shall not unreasonably withhold, such additional safety and security system(s) or device(s) as ACCD may desire, on the conditions that such system(s) or device(s) do not interfere with EISD's rights under this LEASE and that EISD is not denied access to the Premises thereby. If ACCD elects to install additional safety or security systems, EISD may promulgate reasonable rules relating to the operation of such systems that shall be complied with at ACCD's expense, including, without limitation, charges relating to the response by security guards or building personnel to alarms, whether false or legitimate. ACCD shall maintain any such system in good working order and the unreasonable and continual malfunctioning of such a system shall be a breach hereunder.

5.02 Failure to Provide Building Services. **FAILURE BY OR INABILITY OF EISD TO ANY EXTENT OR FOR ANY REASON (INCLUDING ITS ORDINARY NEGLIGENCE) TO PROVIDE ANY OF THE SERVICES DESCRIBED IN ARTICLE "V" HEREOF, WHICH SHALL ALSO INCLUDE ANY OTHER SERVICES THAT EISD MAY ELECT TO PROVIDE TO ACCD FROM TIME TO TIME, OR ANY CESSATION OR INTERRUPTION OF THE SERVICES DESCRIBED IN SECTION 5.01 IN PARTICULAR, SHALL NOT RENDER EISD LIABLE IN ANY RESPECT FOR DAMAGES TO ANY PERSON, BE CONSTRUED AS AN EVICTION OF ACCD OR DISTURBANCE OF ACCD'S USE OR POSSESSION OF THE PREMISES OR RELIEVE ACCD FROM ANY COVENANT IN THIS LEASE EXCEPT WITH RESPECT TO ACCD'S RESULTING INABILITY TO PROVIDE IN-KIND SERVICES AS A DIRECT RESULT.** Notwithstanding the foregoing, if any interruption or cessation of services lasts longer than forty-eight hours and causes a substantial interference (with the exception of security), and is not the result of a force majeure or unforeseeable failure, the rent and In-Kind Services obligation shall be abated in proportion to the interruption or cessation of services as mutually agreed. EISD may at any time and from time to time make changes in the nature, quantity and quality of the services, and ACCD acknowledges that EISD's obligation to provide any services is always subject to laws applicable to such matters, including, without limitation, laws providing for or requiring rationing, temperature control or similar restrictions, prohibitions or mandates.

5.03 Notice of Damage or Accident. ACCD shall give prompt notice to EISD of any significant accidents involving injury to persons or property, including plumbing, electrical, heating, air conditioning, stairwell, corridor, and elevator problems, and/or personal injury and property damage caused thereby.

5.04 No Borrowed Servants. Except in emergencies, requests by ACCD shall be attended to only after proper request by ACCD to EISD. EISD's employees shall not be permitted to perform

or do anything outside their regular duties unless pursuant to special orders from EISD. ACCD may not contract with EISD's employees for the performance of services to ACCD. If, at the request of ACCD, EISD's agents furnish services, goods, labor, or material to ACCD which are not required to be furnished by EISD under this LEASE, ACCD shall pay for same upon delivery of a written statement therefore to ACCD.

5.05 Alterations. ACCD shall not make any alterations, improvements or additions to the Premises without the prior written consent of EISD (hereinafter "Approved Changes"). Alterations, improvements, and/or additions to the Premises that are the subject of a joint project conducted by ACCD and CITY and are the subject of ACCD's Request for Competitive Sealed Proposal, CSP No. 16C-023, once approved by CITY in 2016, are hereby deemed Approved Changes by EISD. EISD has the right to base its consent or lack thereof on aesthetic or other reasonable grounds, including but not limited to conformance to public school standards. ACCD may make nonstructural alterations to the interior, which are hereby included in Approved Changes, if such non-structural alterations *(i)* do not adversely or materially impact the building systems (including heating, air conditioning, plumbing, and sewer); *(ii)* do not adversely or materially impact the structural soundness of the Premises; and *(iii)* provided that such alterations shall be made in accordance with all applicable governmental regulations, in a good, first-class, workmanlike manner. ACCD shall provide plans and specifications for all Approved Changes to EISD in a form satisfactory to EISD prior to commencing any work. Any and all Approved Changes made by EISD or ACCD that are permanently affixed to the floors, walls, or ceilings (including, without limitation, any air conditioning, heating, and kitchen equipment so permanently affixed), which are not then owned or provided by EISD, shall automatically become the property of EISD without reimbursement or compensation to ACCD and shall remain upon the Premises; and, at the termination of this LEASE, they shall be surrendered with the Premises. ACCD's personal property, equipment, trade fixtures, and furniture, which are not attached to the floors, walls, or ceilings of the Premises, shall not be deemed to become a part of the Premises and may be removed by ACCD from the Premises upon expiration or termination of this LEASE, provided that ACCD shall repair any and all damage to the Premises resulting from or caused by such removal, and further provided that ACCD is not then in default hereunder.

ARTICLE VI
INSURANCE

6.01 General Insurance. ACCD agrees to maintain in full force during the term hereof a policy or policies of comprehensive general liability and property damage insurance. Each policy or policies shall not be capable of being cancelled with respect to EISD without thirty (30) days' written notice to the EISD. The minimum combined single limits of such insurance shall be *(i)* One Million and No/100 Dollars ($1,000,000.00) for injury (or death) to any number of persons and *(ii)* One Million and no/100 Dollars ($1,000,000.00) with respect to damage to property; *(iii)* insurance covering the full value of ACCD's property in the Premises; and *(iv)* workers' compensation insurance. All such insurance policies shall be in form and issued by companies licensed in the State of Texas and rated not lower than A-, Class X, by Best's rating service. ACCD may carry such insurance under a blanket policy, provided such insurance has a landlord's protective liability endorsement attached thereto. If ACCD fails to procure and maintain said insurance, EISD may, but shall not be required to, procure and maintain same, but at the expense of ACCD.

ARTICLE VII
ASSIGNMENT AND SUBLEASING

7.01 Assignment. ACCD shall not assign this LEASE or sublet (which term, without limitation, shall include granting of concessions, licenses and the like) or mortgage, pledge or otherwise encumber (voluntarily or involuntarily), all or a part of its rights and interests in the Premises without the written consent of EISD. In any case where EISD shall consent to such assignment, subletting or encumbrance, ACCD shall remain fully liable for the obligations of ACCD hereunder, including, without limitation, the obligation to provide in-kind services and pay amounts as provided under this LEASE. Any new membership interest, sale, assignment or other transfer of all or a substantial portion of ACCD, shall be deemed to be an assignment of this LEASE.

7.02 Sublease/Sublicense. Any sublease or sublicense shall require the approval of EISD and Sublessee must comply with all of the obligations of ACCD hereunder. Notwithstanding the foregoing, the rights and obligations of ACCD hereunder shall not in any way be released, modified or diminished by such subleases/sublicenses.

ARTICLE VIII
EISD'S RIGHT OF ACCESS

8.01 In General. EISD shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting or of making repairs to the Premises. If repairs are required to be made to the Premises by ACCD pursuant to the terms hereof, EISD may, in writing, demand ACCD to make the same forthwith. If ACCD fails or refuses to commence such repairs and complete the same with due diligence within a reasonable period of time after its receipt of EISD's written demand, then EISD shall advise ACCD of such failure by written notice and, after the expiration of twenty (20) days following ACCD's receipt of such written notice from EISD, EISD may (but shall not be obligated to) make or cause such repairs to be made and shall not be responsible to ACCD for any loss or damage that may accrue by reason thereof. If EISD makes or causes such repairs to be made, ACCD shall on demand, pay to EISD the cost thereof as additional rent, together with interest thereon at the Default Rate.

8.02 Expiration of Term. EISD shall have access to the Premises following reasonable prior notice for the purpose of inspecting same, exhibiting same to prospective lenders and purchasers. For a period commencing six (6) months prior to the expiration of the term of this LEASE, EISD shall have access to the Premises following reasonable prior notice, for the purpose of exhibiting the same to prospective tenants.

ARTICLE IX
DAMAGE AND RECONSTRUCTION

9.01 Notice of Casualty. ACCD shall immediately give notice to EISD in case of fire or other casualty to any portion of the Premises.

9.02 Partial Destruction of Premises. In the event that the Premises shall be damaged by fire or other casualty, to the extent such loss is not covered under applicable casualty insurance and is not caused by or attributable to ACCD, its employees, invitees, contractors or other persons on the Premises, and to the extent such loss is not a total loss or otherwise beyond reasonable repair (as determined by an independent architect, contractor or other entity selected by EISD) and unless this LEASE is terminated as herein provided, subject to the issuance of all necessary governmental permits and approvals therefor and subject to the availability of sufficient funds for restoration including proceeds of insurance, and following approval of bids, proposals, or compliance with other legal requirements for construction of a public works project, EISD shall within thirty (30) days, commence the restoration of the Premises (exclusive of such finish-out or alterations provided or performed by ACCD pursuant to Article V), and shall diligently prosecute the same to completion, but EISD shall not be responsible for any delay which may result from Force Majeure. Any such restoration shall be completed in a good and workmanlike manner and shall result in a restoration of the Premises to substantially the same condition as existed immediately before the damage in question. In no event shall EISD be liable for interruption to ACCD's business, or for damage to or the repair or replacement of any items of personal property, equipment, or trade fixtures which ACCD is required to insure for its own account.

9.03 Rent Payment During Repair. The Monthly Rent/In-Kind Services as set forth herein may be abated or reduced by mutual agreement, by reason of and proportionate to, any such damage or destruction, provided there is substantial interference with the operation of ACCD's business in the Premises.

9.04 Termination. Anything to the contrary in this LEASE notwithstanding, EISD and ACCD shall have the right to terminate this LEASE by written notice to the other within ninety (90) days after such damage or destruction in the event that such damage or destruction constitutes a total loss or is otherwise beyond reasonable repair (as determined by an independent architect, contractor or other entity selected by EISD). If EISD exercises such right of termination, this LEASE shall be deemed terminated as of the date of the damage or destruction but such termination shall not affect the obligations of the parties which accrued prior to such date and remain unpaid; however, the In-Kind Services obligation shall terminate concurrently with any termination of the obligation to provide the Premises for use.

ARTICLE X
EMINENT DOMAIN

10.01 If all or any portion of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof (any of which are referred to as a "Taking") this LEASE shall be amended so as to remove the "taken" portion from the demised Premises as of the date title shall vest in the condemning authority. All sums awarded or agreed upon between EISD and the condemning authority for the Taking of any part of the Premises, whether as damages or as compensation, shall be the property of EISD. ACCD may make a separate claim for its damages, so long as the award to EISD is not affected. Any amendment to the LEASE so as to remove the "taken" portion from the demised Premises, may, at the option of ACCD, proportionately reduce the monthly rent from the effective date of the Taking, based on negotiation by the parties. If such reduction cannot be

successfully negotiated, the parties shall mediate the reduction through the Bexar County Dispute Resolution Center. The amendment to the LEASE shall not serve to modify or affect in any way, any other provision contained herein, unless mutually agreed.

ARTICLE XI
(Purposely Left Blank)

ARTICLE XII
DEFAULT AND REMEDIES

12.01 Events of Default. The following shall be deemed to be events of default by ACCD under this LEASE: *(1)* ACCD shall fail to have available In-Kind Services during the term hereof and such failure shall continue for a period of thirty (30) days after the due date; *(2)* ACCD shall abandon the Premises (although it is agreed that non-use during the time between semesters shall not constitute abandonment); *(3)* ACCD or any guarantor of ACCD's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency laws or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of ACCD or any guarantor of ACCD's obligations hereunder; *(4)* ACCD or any guarantor of ACCD's obligations hereunder shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; *(5)* ACCD shall do or permit to be done any act which results in a lien being filed against the Premises or the Property, unless such lien is removed within twenty (20) days after written notice thereof to ACCD; *(6)* the liquidation, termination, dissolution of ACCD; or *(7)* ACCD shall be in default of any other term, provision or covenant of this LEASE other than those specified in subparts (1) through (6) above and such default is not cured within twenty (20) days after written notice thereof to ACCD.

12.02 Options. Upon the occurrence of any event of default or termination set forth in this LEASE, EISD shall have the option to terminate this LEASE, in which event ACCD shall immediately surrender the Premises to EISD, and if ACCD fails to surrender the Premises, EISD may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Premises, and lock out, expel or remove ACCD and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages.

12.03 Storage of Property. Any and all property which may be removed from the Premises by EISD pursuant to the authority of this LEASE or the law, to which ACCD is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of EISD at the risk, cost and expense of ACCD, and EISD shall in no event be responsible for the value, preservation or safekeeping thereof. ACCD shall pay to EISD, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in EISD's possession or under EISD's control.

12.04 Rights Cumulative. All rights and remedies of EISD herein or existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

12.05 Waiver. Failure of EISD to declare an event of default immediately upon its occurrence, or any delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but EISD shall have the right to declare the default at any time and take such action as is lawful or authorized under this LEASE. Pursuit of any one or more of the remedies set forth herein shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this LEASE or provided by law, nor shall pursuit of any remedy hereunder or at law constitute forfeiture or waiver of any Monthly Rent/In-Kind Services or other sums due or becoming due, or damages accruing to EISD by reason of the violation of any of the terms, provisions or covenants of this LEASE. Failure by EISD to enforce one or more of the remedies provided hereunder or at law upon any event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions and covenants contained in this LEASE. Subject to the provisions related to In-Kind Services, EISD may collect and receive Monthly Rent/In-Kind Services and other sums due from ACCD without waiving or affecting any rights or remedies that EISD may have at law or in equity or by virtue of this LEASE at the time of such payment. Institution of a forcible detainer action to reenter the Premises shall not be construed to be an election by EISD to terminate this LEASE.

ARTICLE XIII
CERTAIN COVENANTS OF ACCD

13.01 Incurring Financial Obligation. Neither ACCD nor its employees, contractors or others acting on ACCD's behalf shall incur any financial obligation on behalf of EISD without the prior written approval of the appropriate EISD officer authorized to approve such obligations.

ARTICLE XIV
MISCELLANEOUS

14.01 Quiet Enjoyment. ACCD, subject to the terms and provisions of this LEASE and all governmental regulations, upon paying all the rent and observing, keeping and performing all of the covenants, conditions and provisions of this LEASE on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof without hindrance or ejection by any persons.

14.02 Estoppel and Subordination. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this LEASE. At the request of either party, any such statement shall be in recordable form. ACCD agrees to execute subordination and other agreements if so requested by any lender with a lien secured by the Premises. Any such subordination may be conditional upon the agreement of such lender to recognize this LEASE, and agree not to disturb ACCD so long as ACCD is not in default hereunder. In the event ACCD fails to execute subordination within ten (10) days after demand in writing, ACCD does hereby irrevocably appoint EISD as its attorney-in-fact and in its name, place and stead so to do.

14.03 Severability. Except as provided in Section 2.03 ("Legal Compliance"), if any term or provision of this LEASE or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this LEASE, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this LEASE shall be valid and be enforced to the fullest extent permitted by law.

14.04 Memorandum of LEASE. EISD and ACCD agree not to record this LEASE.

14.05 Notices. Any notice to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been given if delivered in person to the address set forth below for the party to whom the notice is given, or if placed in the United States mail, postage prepaid, registered or certified with return receipt requested, addressed to the party at the address set forth below:

If to EISD:	Edgewood Independent School District Superintendent of School 5358 W. Commerce Street San Antonio, TX 78237
If to ACCD:	Office of the Chancellor Alamo Community College District 201 W. Sheridan, Building D-117 San Antonio, Texas 78204-1429
With copy to:	District Office of Legal Affairs Alamo Community College District 201 W. Sheridan, Building C-8 San Antonio, Texas 78204-1429
If to WDC:	Westside Development Corporation Office of the President and CEO 630 S.W. 41st Street / PO Box 37569 San Antonio, Texas 78237
If to CITY:	City of San Antonio, Texas Attention: Center City Development Office P.O. Box 839966 San Antonio, Texas 78283-3966

Any notice or other communication required or permitted to be given will be deemed to have been received three days after deposit in any U.S. Postal Service post office box, postage prepaid, addressed as set forth above. Any notice or other communication delivered by other means will be deemed received only upon delivery to the addressee. Notice may be given by facsimile transmission. The addresses and addressees to which notice is to be given may be changed by written notice given in the manner specified in this Section and actually received by the addressee.

14.06 Surrender. On the last day of the term of this LEASE, or upon the earlier termination of this LEASE, ACCD shall peaceably and quietly leave, surrender and yield up to EISD the Premises, broom clean and in good condition, reasonable wear and tear excepted. ACCD shall surrender all keys to said Premises. If ACCD fails to do any of the foregoing, EISD may enter upon, reenter, possess and repossess itself thereof, by force, summary proceedings, ejectment, forcible detainer, or otherwise as permitted by law and may dispossess and remove ACCD and all persons and property from the Premises. Such dispossession and removal of ACCD shall not constitute a waiver by EISD of any claims by EISD against ACCD. If ACCD does not surrender possession of the Premises at the end of the original scheduled term or upon the sooner termination of this LEASE, ACCD shall be a tenant-at-sufferance of EISD.

14.07 Attorney's Fees. If EISD or ACCD defaults in the performance of any of the terms, covenants agreements or conditions contained in this LEASE and, by reason of such default, later places in the hands of any attorney the enforcement of all or any part of this LEASE, the provision of In-Kind Services or sums due or to become due or recovery of the possession of the Premises, the prevailing party shall be entitled to recover its cost, including reasonable attorneys' fees, incurred in enforcing this LEASE or its rights hereunder.

14.08 Authority. Each person executing this LEASE on behalf of each party represents and warrants as to the party represented by such person, that: the party executing the LEASE is a duly authorized and existing political subdivision of the State of Texas having full right and authority to enter into this LEASE, each person signing on behalf of each party is authorized to do so, and the execution and delivery of the LEASE will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement, or other contract or instrument to which such party is a party or by which it may be bound.

14.09 Entire Agreement. **THIS LEASE, WITH THE SPECIFIC REFERENCES TO EXTRINSIC DOCUMENTS (ATTACHMENTS "A," "B," AND "C"), IS THE ENTIRE AGREEMENT OF THE PARTIES. THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENT OR PROMISES PERTAINING TO THE SUBJECT MATTER OF THIS LEASE OR OF ANY EXPRESSLY MENTIONED EXTRINSIC DOCUMENTS THAT ARE NOT INCORPORATED IN WRITING IN THIS LEASE.**

14.10 Amendment. This LEASE may not be altered, waived, amended or extended except by an instrument in writing signed by EISD and ACCD.

14.11 References. All references herein to articles, sections, paragraphs and subparagraphs are, unless expressly indicated otherwise, references to articles, sections, paragraphs and subparagraphs of this LEASE. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here," and the phrase "this LEASE," when used in this LEASE shall, unless expressly indicated otherwise, refer to the LEASE and any Attachments, Exhibits, or Addenda to this LEASE and not to one or the other or to any particular provision or section thereof. All references herein to an "Exhibit," "Addendum," "Annex," "Appendix," "Attachment," "Schedule" or "Rider" are references to exhibits, addenda, annexes, appendices, attachments, schedules or riders and/or attached hereto, all of which are made a part hereof for all purposes, to

the same extent and with the same force and effect as if each were set forth herein verbatim, it being further agreed by the ACCD and EISD that if any exhibit, addendum, annex, appendix, attachment, or schedule attached hereto, which is to be executed and delivered, contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained and as contemplated herein prior to or at the time of the execution and delivery thereof.

14.12 Hazardous Materials. ACCD shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any Hazardous Materials (defined herein) on, under, in, above, to or from the Premises other than in strict compliance with all applicable federal, state and local laws, rules, regulations and orders (the "Environmental Laws"). For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials or other substances of any kind or character that are or become regulated as hazardous or toxic wastes or substances, or which require special handling or treatment, under any applicable Environmental Laws, but shall exclude any Hazardous Materials typically found in commercial construction, cleaning and medical products used and disposed of in accordance with applicable laws, rules and regulations of all governmental authorities having jurisdiction over EISD, ACCD or the Premises.

14.13 Successors. Subject to the limitations set forth herein, this LEASE shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

14.14 Reservations. This LEASE is made and accepted subject to all effective conditions, restrictions and easements of record, if any, in the Deed, Plat and/or Real Property Records of Bexar County, Texas.

14.15 Force Majeure. Other than for ACCD's monetary obligations/In-Kind Services under this LEASE, whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or not, and not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Any elimination or shutting off of light, air, or view by any structure which may be erected on lands adjacent to the Premises shall in no way affect this LEASE or impose any liability on EISD.

14.16 Independent Contractor. In performing In-Kind Services pursuant hereto, ACCD shall provide services pursuant hereto, as an independent contractor. The parties understand that ACCD performs tasks, the details of which the EISD does not have legal right to control and no such control is assumed by this LEASE. This LEASE does not create an employment relationship, partnership, or joint venture between the ACCD, its subcontractors or employees and the EISD. Neither the ACCD nor its subcontractors or employees shall be deemed employees of the EISD for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the EISD.

14.17 Proprietary Property. Each party agrees that the other party's proprietary property shall not be possessed, used, or disclosed otherwise than may be necessary for the performance of this LEASE. Each party agrees that upon termination of this LEASE for any reason, absent the prior written consent of the other party, it shall have no right to and shall cease all use of the other party's proprietary property, and shall return all such proprietary property of the other party in its possession to the other party.

14.18 Third Party Beneficiaries. Nothing in this LEASE, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this LEASE or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

EXECUTED IN DUPLICATE ORIGINALS TO BE EFFECTIVE AS OF THE DATE FIRST ABOVE-WRITTEN.

Alamo Community College District:

Dr. Bruce M. Leslie
Chancellor

Signed: 9/20/16

Approved as to form:

APPROVED AS TO FORM ONLY

Ross Laughead
Attorney, District Office of Legal Affairs

Edgewood Independent School District:

Sylvester Perez, Ph. D.
Superintendent of Education

Signed: 9/20/16

Approved as to form:

Richard A. Strieber
General Counsel for EISD

LIST OF ATTACHMENTS & EXHIBIT

EXHIBIT "1" *(Page 1)*	Initial lease agreement between EISD and ACCD, approved September 19, 2016, with effective date of July 1, 2006, and the First Amendment to the Lease Agreement that was approved by ACCD on November 10, 2010, and approved by EISD on November 30, 2010.
ATTACHMENT "A" *(Pages 1, 4, 14)*	Memorandum of Understanding between Edgewood Independent School District, Alamo Community College District, the City of San Antonio, TX, and Westside Development Corporation, effective November 19, 2015
ATTACHMENT "B" *(Pages 2, 14)*	Plan showing approximately 21,920 square feet of rentable space within the building(s) located on the grounds of former Lincoln Elementary School, being leased to ACCD.
ATTACHMENT "C" *(Pages 2, 14)*	Legal description of the entire campus of former Lincoln Elementary School, constituting the Premises of the leasehold as of the Effective Date of this LEASE AS AMENDED.

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is made effective the 19th day of November, 2015, by and between San Antonio Westside Development Corporation, a/k/a WESTSIDE DEVELOPMENT CORPORATION (Assignee and "Tenant"), a local government corporation, and ALAMO COMMUNITY COLLEGE DISTRICT (Assignor and "Subtenant").

WHEREAS, Tenant, as assignee, is the lessee under that one certain Lease (the "Master Lease," also known in related documents as the "Lease as Amended"), entered into on September 19, 2006, by Alamo Community College District with the Edgewood Independent School District ("Landlord") covering the property located at 563 SW 40th Street, San Antonio, Texas, and being 21.920 square feet of rentable space at the former Abraham Lincoln Elementary School and its surrounding campus; and

WHEREAS, the space leased has been expanded and is now as described in the Lease as Amended (**EXHIBIT "1"**), which contains a full and complete description of the "Leased Premises" in Article I and Attachment "C" therein; and

WHEREAS, Tenant desires to sublease a portion of the Leased Premises back to Assignor, for Assignor to be a subtenant ("Subtenant") on the terms and conditions hereinafter provided; and

WHEREAS, Subtenant desires to sublease a portion of the Leased Premises from Tenant on the terms and conditions hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the sum of $10.00, and other good and valuable consideration, each to the other, the receipt and sufficiency of which are hereby acknowledged, Tenant and Subtenant do hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated in and made a part of this Sublease.

2. Subleased Premises. The portion of the Leased Premises being subleased to Subtenant by this Sublease is more fully described in Attachment "A" hereof ("Subleased Premises") and is a portion of the Premises described in Section 1.01(A) of the Master Lease.

3. Agreement. Subject to obtaining the consent of Landlord, Tenant hereby subleases the Subleased Premises to Subtenant and Subtenant subleases the Subleased Premises from Tenant.

4. Term. The term of this Sublease shall begin on November 19th, 2015, and end on December 31, 2025.

5. In-Kind Consideration. As in-kind consideration (in lieu of rent), Subtenant shall operate a Westside Education and Training Center at the Subleased Premises to maximize existing educational and workforce development infrastructure in order to provide a well-trained and ready workforce for the needs of growing industries in San Antonio by making associates' degrees,

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OFFICE OF SUPERINTENDENT

training degrees, certifications, and workplace competencies prescribed by the Texas Education Agency, Texas Higher Education Coordinating Board, the Southern Association of Colleges and Schools, or specified business and industry standards, as appropriate, more accessible, as described in, and subject to the terms and conditions of, that Memorandum of Understanding ("MOU") by and between Tenant, Subtenant, Landlord and the City of San Antonio, Texas ("COSA") and approved by their respective governing bodies in October and November, 2015 (**EXHIBIT "2"**).

With respect to the performance of in-kind services and the provision of space in lieu of payment of rent, the parties agree to consider this Sublease to be an Interlocal Cooperation Agreement as described in Texas Government Code Chapter 791.

6. Compliance with Master Lease. During the term of this Sublease, Subtenant shall comply with all of the provisions of the Master Lease and any relevant provisions of the Second Amendment of the Lease, Assignment of the Lease as Amended, and Assumption of the Master Lease, a copy of which is attached as **EXHIBIT "3"** hereto. The provisions of the Master Lease, to the extent that they do not conflict with the specific provisions of this Sublease, are fully incorporated herein.

7. Acceptance of Leased Premises. Subtenant accepts the Subleased Premises "as is" and with any and all faults and acknowledges that Tenant neither makes nor has made any representations or warranties, expressed or implied, as to the quality, suitability, or fitness of the Subleased Premises or the condition thereof, subject to the terms and conditions of the MOU.

8. Use. Subtenant will use the Subleased Premises for operation of an Alamo Community College District Westside Education and Training Center and activities related thereto.

9. Maintenance and Repairs. Excluding building services and maintenance to be provided by Landlord, Subtenant agrees to assume the limited repair and maintenance obligations of Tenant under the Master Lease, limited to the Subleased Premises.

10. Utilities and Taxes. Subtenant agrees to pay for all utilities used at the Subleased Premises.

11. General Insurance. Subtenant agrees to maintain in full force during the term hereof a policy of commercial general liability and property damage insurance. Each policy or policies shall not be capable of being cancelled with respect to the Tenant without thirty (30) days' written notice to Tenant. The minimum combined single limits of such insurance shall be (i) One Million and No/100 Dollars ($1,000,000.00) for injury (or death) to any number of persons; (ii) One Million and No/100 Dollars ($1,000,000.00) with respect to damage to property; (iii) insurance covering the full value of Subtenant's property on the Subleased Premises; and (iv) workers' compensation insurance. All such insurance policies shall be in form and issued by companies licensed in the State of Texas and rated not lower than A-, Class X, by Best's rating service. Subtenant may carry such insurance under a blanket policy provided such insurance has a landlord's protective liability endorsement attached thereto.

If Subtenant fails to procure and maintain said insurance, Tenant may, but shall not be required to, procure and maintain same, but at the expense of Subtenant.

12. Remodeling. Subtenant shall not make any alterations, additions, or improvements to the Subleased Premises without the prior written consent of Tenant and Landlord, certain of which are already authorized by the MOU.

13. Default. Tenant may terminate this Sublease should Subtenant fail to pay any charge or money obligation required by this Sublease within fifteen (15) days after written notice. A material uncured default of Tenant with respect to the in-kind rent would impair the mutual obligations of the parties to the MOU. Therefore, in the case of any such default, Tenant shall demand cure of Subtenant in writing and provide a cure opportunity which is reasonable under the circumstances, and shall notify COSA at its notice address set forth hereinbelow. Absent a timely and effective cure by Subtenant, Tenant shall bring a legal action in a court of competent jurisdiction of Bexar County, Texas seeking an injunction to require Subtenant to cure. Only if Subtenant should fail to cure within 15 calendar days after being served with a final injunction in that action requiring cure shall Tenant resort to its other remedies as stated immediately following. Tenant may terminate this Sublease should Subtenant fail to perform any other of Subtenant's covenants under this Sublease within thirty (30) days after written notice. Upon any termination, Tenant may take legal action to recover possession of the Subleased Premises. In any action for injunction as hereinabove referenced, Tenant and Subtenant hereby stipulate a failure to consider injunctive relief in lieu of remedies at law would result in irreparable injury to Tenant, and that no injunction bond shall be required. Any notices sent by one party to another pursuant to this section shall be copied to COSA at its notice address set out hereinbelow.

14. Access to Subleased Premises. At all reasonable times during the term of this Sublease, Tenant and Landlord shall be entitled to have access to the Subleased Premises for the purpose of inspection and to insure compliance by Subtenant with the terms of this Sublease.

15. Consent by Landlord to Sublease. This Sublease is specifically subject to Tenant obtaining the written consent of Landlord, such consent to not be unreasonably withheld, conditioned, or delayed. Such consent may be evidenced by Landlord's signing the consent section at the end of this Sublease or may already be authorized by the MOU.

16. Notices. Any notices under this Sublease shall be in writing and shall be sent by certified mail, return receipt requested, by facsimile, or by personal delivery, addressed to the parties as follows:

If to Tenant: Westside Development Corporation
Attention: President and CEO
630 S.W. 41st Street, PO Box 37569
San Antonio, Texas 78237

If to Subtenant: Alamo Community College District
Attention: Chancellor
201 W. Sheridan
San Antonio, TX 78204

If to COSA: CITY OF SAN ANTONIO, TEXAS
ATTN: Center City Development Office
P.O. Box 839966
San Antonio, Texas 78283-3966

Any listed notice party may change its address for notice by sending a notice in accordance with the provisions hereof.

17. Texas Law to Apply. This Sublease 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.

18. Assignment. This Sublease may not be assigned by Subtenant without the prior written consent of Tenant and Landlord.

19. Parties Bound. This Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

20. Severability. In the event that any one or more of the provisions contained in this Sublease shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Sublease shall be construed as if such invalid, illegal, or unenforceable provision had not been included.

21. Attorney's Fees. If any action is brought to enforce or interpret the provisions of this Sublease, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses from the other party, in addition to any other relief which may be awarded.

22. Time. Time is of the essence in this Sublease.

23. Counterparts. This Sublease may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

24. Signatures. This Sublease may be executed by facsimile signature or by a signature transmitted by scanned e-mail and facsimile signatures or signatures transmitted by scanned e-mail shall be considered to be the same as original signatures.

ASSIGNOR/SUBTENANT

ALAMO COMMUNITY COLLEGE DIST.

By: _____
Dr. Bruce H. Leslie
Chancellor

Date: 9/20/16

ASSIGNEE/TENANT

WESTSIDE DEVELOPMENT CORP.

By: _____
Leonard B. Rodriguez
Executive Director

Date: 9/21/16

APPROVED AS TO FORM:

APPROVED AS TO FORM ONLY

Ross Laughead
Legal Counsel for ACCD

APPROVED AS TO FORM:

Francisco J. Garza
Legal Counsel for Westside Development Corp.

CONSENT OF LANDLORD

Edgewood Independent School District ("EISD") hereby evidences its prior written consent to the foregoing Sublease; except, however, nothing in EISD's consent shall be interpreted to extinguish, ameliorate, or in any way relieve Alamo Community College District from its obligations and responsibilities to EISD under the Memorandum of Understanding between Edgewood Independent School District, Alamo Community College District, Westside Development Corporation, and the City of San Antonio, as more specifically set out in EXHIBIT "2."

EDGEWOOD INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Sylvester Perez, Superintendent

Date: 9/20/16

APPROVED AS TO FORM:

_____
Richard A. Strieber
Legal Counsel for EISD

AMENDMENT NO. 1 TO

MEMORANDUM OF UNDERSTANDING

This Amendment No. 1 to Memorandum of Understanding (this "Amendment" to "MOU") is made as of the date of First Closing as hereinbelow defined, by and between the **City of San Antonio** ("City"), a Texas municipal corporation acting by and through its City Manager or designee as authorized by the City Council; **Westside Development Corporation** ("WDC"), a local government corporation created under Subchapter D, Chapter 432 of the Texas Transportation Code; **Edgewood Independent School District** ("EISD"), an independent school district and political subdivision of the State of Texas; and **Alamo Community College District** ("ACCD"), a public junior college district and political subdivision of the State of Texas. City, WDC, EISD and ACCD are herein referred to as the "Parties," or individually as a "Party".

W I T N E S S E T H:

WHEREAS, the Parties executed a Memorandum of Understanding, dated November 19, 2015 ("MOU"), to memorialize the commitment of the Parties to cooperate and work together for the development and operation of the Westside Education Training Center ("WETC").

WHEREAS, the MOU contemplated that the ACCD would lease and renovate the EISD-owned known as the former Abraham Lincoln Elementary School and located at 563 SW 40th Street, San Antonio, Texas, together with the exclusive use of the furniture, fixtures, furnishings, and other personal property located therein; and

WHEREAS, EISD and ACCD executed a lease agreement for the former Abraham Lincoln Elementary School for the purpose of renovating the buildings into a WETC facility; and

WHEREAS, ACCD assigned the lease agreement to WDC though a document titled, "Second Amendment of the Lease; Assignment of Lease as Amended; & Assumption of the Lease as Amended," dated November 1, 2015 ("Second Amendment"), amending the leased premises to include the entire campus the former Abraham Lincoln Elementary School located at 563 SW 40th Street, San Antonio, Texas, consisting of the main building housing the WETC, a separate approximately 2,704 gross sq. ft. building formerly housing the office of Project Quest ("Project Quest Building") and the campus grounds, together with the exclusive use of the furniture, fixtures, furnishings, and other personal property located therein (the "Campus"); and

WHEREAS, Coincident with execution of the Second Amendment WDC and ACCD executed a Sublease Agreement whereby Subtenant ACCD subleased the entire leasehold, except the Project Quest Building; and

WHEREAS, upon further evaluation of the former Abraham Lincoln Elementary School property, ACCD has determined that it would be more economical to demolish the existing improvements and then construct a new WETC at this location rather than seek to renovate the existing improvements; and

WHEREAS, EISD and ACCD have entered into a Purchase and Sale Agreement ("Purchase Agreement"), under which ACCD agrees to acquire the entire campus ("Property") of the former Abraham Lincoln Elementary School located at 563 SW 40th Street, San Antonio, Texas ("School; and

WHEREAS, the Parties now wish to revise the MOU to reflect ACCD's purchase of the Property from EISD and to reaffirm the pertinent remaining portions of the MOU.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the MOU as follows:

1. Parties agree that the requirement of the MOU that WDC lease the Campus from EISD are supplanted by the authorized execution and delivery of the attached replacement lease attached hereto ("Replacement Lease") of the "Premises" as therein defined, said Premises constituting a subset of the Campus, effective as of the Rent Commencement Date under the Replacement Lease.
2. The penultimate sentence and immediately preceding sentence of Section I.5 are deleted in their entirety.
3. Section III.1. is restated to state that the ACCD Capital Improvement Program WETC improvements demolition and reconstruction project shall replace and exceeds the Tier 1 WETC capital improvements and eliminates any Tier 1 Remainder (as well as addressing TIERS 2-4); and that the Net City Reimbursement will be applied to facilities for WDC at the reconstructed WETC and common area costs on terms agreed between ACCD & WDC.
4. Section III.1.c is restated as: "Contracts for construction of TIER 1 capital improvements by or on behalf of ACCD shall be procured in compliance with state law and be constructed in compliance with all applicable laws. ACCD must ensure that its contractors deliver original Texas Government Code Chapter 2253 Performance and Payment Bonds in order for the TIER 1 capital improvements to WDC and City to be eligible for reimbursement, and ACCD shall provide a copy of the Bonds to the City prior to construction. WDC shall approve the design plans for the space to be constructed for lease by WDC, which approval shall not be unreasonably withheld."
5. Sections III.2.b., c., d., and e. are deleted in their entirety.
6. The last sentence of Section III.3 .b. is deleted in its entirety.
7. EISD hereby agrees to allow ACCD the use of all furniture, fixtures & equipment owned by EISD and located at the Westside Education & Training Center ("WETC") until no longer needed by ACCD for the WETC, terminable by EISD 180 days after delivery of written notice thereof to ACCD.
8. All other terms and conditions of the MOU remain in full force and effect.

IN WITNESS WHEREOF, the Parties caused this Amendment to be duly executed by their respective authorized representatives on the day and year first above written.

EDGEWOOD INDEPENDENT SCHOOL DISTRICT By : _____ Dr. Eduardo Hernández Superintendant	**WESTSIDE DEVELOPMENT CORP.** By : _____ Ramiro Gonzales Executive Director
APPROVED AS TO FORM: _____ Juan J. Cruz Legal Counsel for Edgewood ISD	**APPROVED AS TO FORM:** _____ Francisco J. Garza Legal Counsel for Westside Development Corp.

ALAMO COMMUNITY COLLEGE DISTRICT By : _____ Dr. Mike Flores Chancellor	**CITY OF SAN ANTONIO** By : _____ Erik Walsh City Manager
APPROVED AS TO FORM: _____ Ross Laughead Legal Counsel for ACCD	**ATTEST:** _____ Tina J. Flores City Clerk **APPROVED AS TO FORM:** _____ Andy Segovia City Attorney

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "Agreement") is made as of the date of Closing as hereinbelow defined by and between Edgewood Independent School District ("Landlord") and Westside Development Corporation ("Tenant/Assignee") and Alamo Community College District ("Subtenant/Assignor"). Landlord, Tenant/Assignee and Subtenant/Assignor are sometimes referred to herein as a "Party" or collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Subtenant/Assignor entered into a certain lease agreement with Landlord dated September 19, 2006 ("Master Lease"), and subsequently amended by a document titled, "First Amendment to Lease Agreement," dated November 30, 2010, and as subsequently renewed and extended over time and according to the terms therein provided, covering approximately 21,920 sq. ft. of rental space as indicated in the plan therein; said property being located at the former Abraham Lincoln Elementary School located at 563 SW 40th Street, San Antonio, Texas, together with the exclusive use of the furniture, fixtures, furnishings, and other personal property located therein; and

WHEREAS, Subtenant/Assignor and Landlord executed a document titled, "Second Amendment of the Lease; Assignment of Lease as Amended; & Assumption of the Lease as Amended," dated November 1, 2015 ("Second Amendment"), amending the leased premises to include the entire campus the former Abraham Lincoln Elementary School located at 563 SW 40th Street, San Antonio, Texas, together with the exclusive use of the furniture, fixtures, furnishings, and other personal property located therein and assigning the lease agreement to Tenant/Assignee; and

WHEREAS, Coincident with execution of the Second Amendment Tenant/Assignee and Subtenant/Assignor executed a Sublease Agreement whereby Subtenant/Assignor subleased the entire leasehold, except an approximately 2,704 gross sq. ft. building located on the school campus and commonly referred to as the Project Quest Building; and

WHEREAS, Landlord and Subtenant/Assignor have entered into a Purchase and Sale Agreement ("Purchase Agreement"), under which Subtenant/Assignor agrees to acquire the entire campus ("Property") of the former Abraham Lincoln Elementary School located at 563 SW 40th Street, San Antonio, Texas ("School") in a transaction involving a Closing on the Property as provided under the Purchase Agreement.

WHEREAS, the obligation of the Parties to the Purchase Agreement to consummate the transactions contemplated thereby is subject to the termination of the Master Lease, as amended and restated, and the Parties desire to enter into this Agreement in order to affect such termination and to address matters related thereto.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
TERMINATION OF FACILITY LEASE

Section 1.01 Termination of Master Lease. Landlord and Tenant/Assignee and Subtenant/Assignee hereby agree that, effective upon, and subject to, the occurrence of a "Closing" on the Purchase of the Property by Subtenant/Assignor, and upon the terms and conditions set forth in this Agreement, the Master Lease as amended and restated shall terminate and of be no further force and effect (the "Master Lease Termination"). The assignment of the Master Lease as amended and restated to Westside Development Corporation and its assumption thereof shall terminate as of the date of Closing whereupon the Master Lease as amended and restated shall revert to Assignor Alamo Community College District until the effective date of termination of the Master Lease as amended.

Section 1.02 Termination of All Duties and Obligations. The Master Lease Termination includes any and all duties and obligation between Landlord and Subtenant/Assignor arising from the Master Lease, including any such remaining duties and obligations that were not included in Subtenant/Assignor's assignment of the lease to Tenant/Assignee.

Section 1.03 Surviving Terms. No terms of the Master Lease will survive such termination and the Master Lease is hereby amended as necessary to be consistent therewith.

ARTICLE II
TERMINATION OF EQUIPMENT LEASE

Section 2.01 Termination of Equipment Lease. Landlord, Tenant/Assignee, and Subtenant/Assignor hereby agree and acknowledge that the lease for furniture, fixtures, furnishings and other personal property ("Personal Property") located therein is terminated upon the effective date of the Master Lease Termination.

Section 2.02 Surviving Terms. No other terms of the Master Lease regarding Personal Property will survive such termination and the Master Lease is hereby amended as necessary to be consistent therewith.

ARTICLE III
RELEASE

Section 3.01 Release. Except for the obligations of the Parties specified in Section 1.02 and 2.02 of this Agreement, the Parties hereby mutually release each other, and each of their respective partners, officers, employees, successors and assigns, from and against any and all liabilities, costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the Parties hereto now has, or may hereafter have, against the other Party hereto, by reason of,

or in connection with the Master Lease and/or the termination of either thereof pursuant to this Agreement.

ARTICLE IV
MISCELLANEOUS

Section 4.01 Amendments; Waivers.

(a) Any provision of this Agreement may be amended if, and only if, such amendment is in writing and signed by Landlord and Tenant/Assignee.

(b) No failure or delay by any Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 4.02 Successors and Assigns. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 4.03 Construction. As used in this Agreement, any reference to the masculine, feminine or neuter gender will include all genders, the plural will include the singular, and singular will include the plural. References in this Agreement to a Party or other person include their respective successors and assigns. The words "include," "includes" and "including" when used in this Agreement will be deemed to be followed by the phrase "without limitation" unless such phrase otherwise appears. Unless the context otherwise requires, references in this Agreement to Sections will be deemed references to Sections of this Agreement. Unless the context otherwise requires, the words "hereof," "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision hereof. Except when used together with the word "either" or otherwise for the purpose of identifying mutually exclusive alternatives, the term "or" has the inclusive meaning represented by the phrase "and/or." With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the Parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject thereto, no consideration will be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement. Any period of time hereunder ending on a day that is not a business day will be extended to the next business day.

Section 4.04 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, among the Parties with respect to the subject matter hereof.

Section 4.05 Applicable Law/Venue. This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Bexar County, Texas.

Section 4.06 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts (including by facsimile or PDF), each of which will be an original, with the same

effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will become effective when each Party will have received a counterpart hereof signed by the other Party.

Section 4.07 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. The application of such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid or unenforceable will be valid and be enforced to the fullest extent permitted by applicable law. To the extent any provision of this Agreement is determined to be prohibited or unenforceable in any jurisdiction, Landlord and Tenant/Assignee agree to use reasonable commercial efforts to substitute one or more valid, legal and enforceable provisions that, insofar as practicable, implement the purposes and intent of the prohibited or unenforceable provision.

Section 4.08 Captions. The captions herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof.

Section 4.09 Third Party Beneficiaries. Except as expressly provided herein, nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any person other than the Parties, and their successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such person being deemed a third-party beneficiary of this Agreement.

Section 4.10 Dispute Resolution. In the event of any dispute between Landlord and Tenant/Assignee and/or Subtenant/Assignor with respect to this Agreement, each of Landlord and Tenant/Assignee and/or Subtenant/Assignor will designate an employee as its representative to attempt to resolve the dispute and each such representative will use reasonable commercial efforts to resolve the dispute promptly. If the individuals designated by the Parties are unable to resolve the dispute promptly, the dispute will be submitted to a member of senior management of each party. Such members of senior management will meet in person or by telephone conference at least once in the 10-day period following the submission of the dispute to them and will use reasonable commercial efforts to resolve the dispute promptly. If such members of senior management are unable to resolve the dispute within 15 days of the submission of the dispute to them, the Parties may exercise any rights or remedies available to them in the Master Lease or otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties caused this Agreement to be duly executed by their respective authorized representatives on the day and year first above written.

LANDLORD: **EDGEWOOD INDEPENDENT SCHOOL DISTRICT** By : _____ Dr. Eduardo Hernandez Superintendant of Schools	**TENANT/ASSIGNEE:** **WESTSIDE DEVELOPMENT CORP.** By : _____ Ramiro Gonzales President/CEO
APPROVED AS TO FORM: _____ Juan J. Cruz Legal Counsel for Edgewood ISD	**APPROVED AS TO FORM:** _____ Francisco J. Garza Legal Counsel for Westside Development Corp.
(INTENTIONALLY LEFT BLANK)	**SUBTENANT/ASSIGNOR:** **ALAMO COMMUNITY COLLEGE DISTRICT** By:_____ Dr. Mike Flores Chancellor
(INTENTIONALLY LEFT BLANK)	**APPROVED AS TO FORM:** _____ Ross Laughead Legal counsel for ACCD

Office Lease

Basic Information

Date:	Date of Closing of purchase by Landlord of the Property as hereinbelow defined
Landlord:	**ALAMO COMMUNITY COLLEGE DISTRICT** ("ACCD"), a Texas public junior college district and local governmental unit
Landlord's Address:	Office of the Chancellor Alamo Community College District 2222 N. Alamo, Bexar County, San Antonio, TX 78215
Landlord's Contact:	General Counsel (Ross Laughead) Telephone: (210) 485-0059
Tenant:	**WESTSIDE DEVELOPMENT CORPORATION** ("WDC"), a Texas non-profit corporation
Tenant's Address:	630 S.W. 41st Street San Antonio, Bexar County, Texas 78237
Tenant's Contact:	Executive Director Telephone: (210) 501-0192
Property:	Site of the former Lincoln Elementary School currently known as the Westside Education and Training Center as described in a contract for the purchase thereof between Landlord and Edgewood Independent School District

Temporary Premises:

Approximate square feet:	2,704 gross square feet
Name of Building:	Project Quest Building
Street address/suite:	630 S.W. 41st Street
City, state, zip:	San Antonio, Texas 78237

The dimensions and features included in the Temporary Premises are set forth in **Appendix A** attached hereto and made a part hereof for all purposes.

Premises:

Approximate square feet:	1,283 assignable square feet

Name of Building:	New Westside Education & Training Center Building ("WETC")
Street address/suite:	563 S.W. 40th Street
City, state, zip:	San Antonio, Texas 78237
	The dimensions and features included in the Premises in the new WETC facility to be constructed by ACCD are set forth in **Appendix B** attached hereto and made a part hereof for all purposes.

Temporary Term: Begins upon closing of Landlord's purchase of the Property and continues through substantial completion of the Initial Tenant Improvements described below.

Primary Term: Begins upon substantial completion of the Initial Tenant Improvements described below and continues for One Hundred Twenty (120) Months.

Secondary Term: One Hundred Eighty (180) Months

Extended Term: One or more lease renewal periods for mutually agreeable rent permissible provided WDC gives ACCD six (6) months' written notice of its intent to renew prior to expiration of the expiring then-current term.

Commencement Date: Date of Landlord's purchase of the Property

Base Rental: Base Rental is waived for the Temporary Term, Primary Term and Secondary Term in consideration of Tenant payment of $500,000 for the Initial Tenant Improvements and towards the Building Common Areas (as described below) in a series of partial payments made at times and in amounts most favorable to Landlord that are yet fully consistent with applicable grant and any other pertinent requirements of the City of San Antonio, Texas.

Security Deposit: None.

Extended Term Base Rental: Base Rental for any renewal period after which rent is waived, if any, will be agreed upon by both parties within 90 days of ACCD's receipt of written notice from WDC that it intends to extend the term. Such Extended Term Base Rental shall, at minimum. Compensate ACCD for costs of maintenance and operations, major

repairs and replacements, and utilities to the extent not separately billed and paid directly by WDC.

Initial Tenant Improvements:

ACCD will deliver the Premises with Turn-Key Build-out, including office furnishings (desk, chair, filing cabinets, bookcases, cubicles, conference room table and chairs, etc.) in same design and quality as ACCD will be acquiring for the WETC administrative offices (the "Initial Tenant Improvements"). WDC will pay ACCD $500,000 for the Initial Tenant Improvements to the Premises and the Building Common Areas. ACCD will be responsible for obtaining all permits and approvals for the Initial Tenant Improvements and the Building.

ACCD will prepare plans for finish out of the Premises and submit them to WDC for its approval, which shall not be unreasonably withheld. ACCD will deliver the Premises in accordance with the approved plans.

Additional Tenant Improvements:

In the event WDC makes capital improvements to the Premises beyond the Initial Tenant Improvements, and after the Extended Term Rent Commencement Date, the then agreed-upon Base Rental for the Extended Term will be adjusted in an amount equal to the improvements, so long as reviewed and approved by ACCD.

Tenant's Liability Insurance:

WDC will maintain a commercial general liability policy of not less than $2 million each for general aggregate limit and products/completed operations aggregate limit; and $1 million each for personal/advertising injury limit and per occurrence limit; $1,000,000 for fire damage in any one fire and $5,000 medical expense limit for any one person.

Permitted Use:

WDC will occupy the Temporary Premises and Premises as general office space and for WDC's programmatic activities.

WDC will have access to the Temporary Premises 24 hours per day, 7 days per week. After WDC's relocation from the Temporary Premises to the Premises, WDC's access will be limited to ACCD business hours and days only.

Common Area Maintenance, Taxes

& Insurance:	During the Temporary Term, Primary Term and Secondary Term only, CAM and insurance is waived in consideration of the Initial Tenant Improvements. Landlord will maintain the Premises at its sole cost and expense and will pay ACCD taxes (if any).
Assignment:	WDC will not have the right to assign the Lease or sublease the whole or any part of the Property.
Utilities:	During the Temporary Term, Primary Term and Secondary Term only, utilities are included in Base Rental in consideration of the Initial Tenant Improvements.
Tenant's and Landlord's Insurance:	As required by the Insurance Addendum attached hereto as **Appendix C** and made a part hereof for all purposes.
Tenant's Rebuilding Obligations:	None

R E C I T A L S:

WHEREAS, Alamo Community College District ("ACCD") has contracted to purchase from Edgewood ISD the former Lincoln Elementary School property located at 563 S.W. 40th Street, San Antonio, TX 78237 ("School") pursuant to a Purchase and Sale Agreement ("Purchase Agreement"), under which ACCD agrees to acquire the entire campus; and

WHEREAS, ACCD proposes to construct a new Westside Education & Training Center ("WETC") on the property and to eventually demolish the existing improvements; and

WHEREAS, Westside Development Corporation ("WDC"), through the City of San Antonio, has $500,000 in Tier 1 capital that may be used for the development of the WETC, and has an existing lease with Edgewood ISD for all of the property described in **Appendix A** attached hereto and retains, after a sublease back to ACCD, a direct lease tenancy of a separate building behind the former elementary school previously used as the offices for Project Quest at 630 S.W. 41st Street, San Antonio, TX 78237 ("Existing Retained Leasehold" and/or "Temporary Premises"); and

WHEREAS, contemporaneous with ACCD's purchase of the School, ACCD and WDC now wish to terminate WDC's lease from EISD of the property and WDC's sublease of all of the property, save and except the Existing Retained Leasehold upon closing of ACCD's purchase of the property from EISD and to simultaneously enter into a new lease agreement whereby ACCD will lease to WDC the Existing Retained Leasehold as Temporary Premises hereunder; and

WHEREAS, upon completion of the new WETC facility ("Building") WDC will relocate its operations into the Premises constructed for it in the new WETC facility.

NOW, THEREFORE, ACCD and WDC agree as follows:

LEASE AGREEMENT

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Building Operating Hours" of the Premises means the business hours of ACCD, 8:00 A.M. to 6:00 P.M. Monday through Friday, except holidays. Building Operating Hours of the Temporary Premises will be 24 hours per day, 7 days per week, until WDC relocates its operations to the Premises.

A.3. "Common Areas" means all facilities and areas of the Premises, Parking Facilities, and the related land that are intended and designated by ACCD from time to time for the common, general, and nonexclusive use of all users and tenants of the Building. ACCD has the exclusive control over and right to manage the Common Areas.

A.4. "Essential Services" means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (exclusive of air-conditioning or heating for electronic data-processing or other specialized equipment) during Building Operating Hours, (b) hot and cold water for lavatory and drinking purposes, (c) janitorial service and periodic window washing, (d) elevator service, if necessary, to provide access to and from the Premises, (e) electric current for normal office machines and the Building's standard lighting reasonable for the Permitted Use, and (f) lighting in Common Areas and fluorescent lights in the Building's standard light fixtures on the Premises.

A.5. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance WDC is required to maintain.

A.6. Intentionally omitted.

A.7. "Operating Expenses" means all reasonable expenses that ACCD pays in connection with the ownership, operation, and maintenance of the Building, except principal and interest on any debt, expenditures classified as capital expenditures for federal income tax purposes, and expenses for which WDC is required to reimburse ACCD.

A.8. "Parking Facility" means the facility or area described in the attached parking facility rider at **Appendix D**.

A.9. "Rent" means Base Rent plus any other amounts of money payable by WDC to ACCD.

A.10. "Premises" means the office space within the Building, individually, and/or collectively, together with the Temporary Premises, as may be deemed appropriate.

B. WDC's Obligations

B.1. **WDC agrees to—**

B.1.a. Terminate the assignment to WDC of the Master Lease by Alamo Community College District to WDC of the former Lincoln Elementary School which includes the Premises and its sublease to ACCD of the school building, resulting in a reversion of the Master Lease to Alamo Community College District, effective upon Landlord's purchase of the Property, and immediately thereafter lease the Premises pursuant to this Lease for the entire Temporary Term and Primary Term, beginning on the Commencement Date.

B.1.b. Accept the Temporary Premises in its present condition "AS IS," the Temporary Premises being currently suitable for the Permitted Use, accept the Premises as delivered by ACCD in accordance with the approved plans upon the completion of the Initial Tenant Improvements, and vacate the Temporary Premises and move into the Premises at its own expense.

B.1.c. Obey (i) all laws relating to WDC's use, maintenance of the condition, and occupancy of the Premises and WDC's use of any Common Areas in the Building; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building and Common Areas adopted by ACCD.

B.1.d. Base Rent will be waived during the Primary Term and the Secondary Term. If mutually agreed by ACCD and WDC, then for each and any Extended Term the Base Rental will be paid monthly, in advance, on the first day of the month, to ACCD at ACCD's Address.

B.1.e. Pay a late charge of 5 percent of any Rent not received by ACCD by the tenth day after it is due.

B.1.f. Utility services will be provided at no cost to WDC during the Primary Term and the Secondary Term. For each renewal period of each and any Extended Term, WDC will either pay a monthly cost-based utility assessment as reasonably determined by ACCD from time to time, or else obtain and pay for all utility services used by WDC and not provided by ACCD.

B.1.g. Operating Expenses will be waived during the Primary Term and the Secondary Term. If mutually agreed by ACCD and WDC, then for each renewal period of each Extended Term the Operating Expenses will be paid (i) monthly, in advance, WDC's Pro Rata Share of the monthly estimated Operating Expenses and (ii) annually, any amount by which the actual Operating Expenses exceed the estimated Operating Expenses, within thirty (30) days of receiving notice of such difference from the ACCD.

B.1.h. Allow ACCD to enter the Premises to perform ACCD's obligations, inspect the Premises, and show the Premises to prospective purchasers or WDCs.

B.1.i. Repair, replace, and maintain any part of the Premises that ACCD is not obligated to repair, replace, or maintain, normal wear excepted.

B.1.j. Submit in writing to ACCD any request for repairs, replacement, and maintenance that are the obligations of ACCD.

B.1.k. reserved.

B.1.l. Vacate the Premises and return all keys to the Premises on the last day of the Term.

B.1.m. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by ACCD, and provides any other information reasonably requested.

B.1.n. Arrange with ACCD in advance for any heating, air-conditioning, or electrical needs in excess of the services provided by ACCD and pay for such additional services as billed by ACCD.

B.1.o. INDEMNIFY, DEFEND, AND HOLD ACCD, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS RESULTING FROM OR RELATED TO ANY INJURY TO PERSONS OR DAMAGE TO PROPERTY OCCURRING IN ANY PORTION OF THE PREMISES, OR IN THE PARKING AREA INVOLVING TENANT'S EMPLOYEES, AGENTS OR VISITORS, DURING THE TENANCY. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF, BUT LIMITED TO THE AMOUNT HEREIN REQUIRED FOR WDC'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF ACCD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ACCD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.**

B.1.p. Terminate effective upon the commencement of the Primary Term, and release ACCD from any liability under, ACCD's sublease of the former Lincoln Elementary School building from WDC.

B.2 **WDC agrees not to—**

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Interfere with ACCD's normal business operations or management of the Building.

B.2.d. Permit any waste.

B.2.e. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

B.2.f. Change ACCD's lock system.

B.2.g. Alter the Premises without the prior written notice and approval of ACCD.

B.2.h. Allow a lien to be placed on the Premises.

B.2.i. Assign this lease or sublease any portion of the Premises without ACCD's written consent.

C. ACCD's Obligations

C.1. **ACCD agrees to—**

C.1.a. Commence construction of the new WETC no later than December 31, 2020 and Lease to WDC the Premises for the entire Term beginning on the Commencement Date and

throughout the Term and Secondary Term, unless this Lease is extended pursuant to the terms herein.

C.1.b. Obey all laws relating to ACCD's operation of the Building and Common Areas.

C.1.c. Provide the Essential Services.

C.1.d. Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) Common Areas, (iv) Premises; (v) structural soundness of the exterior walls, doors, corridors, and windows, and (vi) other structures or equipment serving the Premises.

C.1.e. Security Deposit is waived during the Primary Term and Secondary Term. Any Extended Term Security Deposit will be returned to WDC, less itemized deductions, if any, on or before the sixtieth day after the date WDC surrenders the Premises.

C.1.f. In the event that WDC is required to pay Operating Expenses in the Extended Term, then ACCD will provide WDC promptly after receipt of a written request from WDC with a reconciliation of WDC's Pro Rata Share of the actual Operating Expenses incurred by ACCD during the preceding calendar year and the estimated Operating Expenses paid by WDC for the same period and reimburse WDC for the amount of any estimated Operating Expenses paid by WDC in excess of WDC's Pro Rata Share of actual Operating Expenses for the preceding calendar year.

C.1.g. Provide WDC with detailed invoices for all heating, air-conditioning, and electrical charges: (i) in excess of the Essential Services during the Primary Term and the Secondary Term, and (ii) during any Extended Term; for which ACCD requests reimbursement.

C.1.h. Intentionally omitted.

C.1.i. Terminate effective upon the commencement of the Primary Term, and release WDC from any liability, under ACCD's sublease of the former Lincoln Elementary School building from WDC.

C.2. **ACCD agrees not to—**

C.2.a. Interfere with WDC's possession of the Premises as long as WDC is not in default.

C.2.b. Intentionally omitted.

D. General Provisions

ACCD and WDC agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises made by WDC will become the property of ACCD. ACCD may require that WDC, at the end of the Term and at WDC's expense, remove any physical additions and improvements, repair any alterations,

and restore the Premises to the condition existing at the Commencement Date, normal wear excepted. This provision does not apply to the Initial Tenant Improvements delivered by ACCD.

D.2. Abatement. WDC's covenant to pay Rent and ACCD's covenants are independent. Except as otherwise provided, WDC will not be entitled to abate Rent for any reason.

D.3. Insurance. WDC and ACCD will maintain the respective insurance coverages described in **Appendix C** attached hereto.

D.4. Release of Claims/Subrogation. ACCD AND WDC RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. ACCD AND WDC WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.5. Casualty/Total or Partial Destruction

D.5.a. If the Premises are damaged by casualty and can be restored within one hundred eighty (180) days, ACCD will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements, including damaged furniture, fixtures within the Premises to substantially the same condition that existed before the casualty and WDC will, at its expense, be responsible for replacing any of its damaged personal property. If ACCD fails to complete the portion of the restoration for which ACCD is responsible within one hundred eighty (180) days from the date of written notification by WDC to ACCD of the casualty, WDC may terminate this lease by written notice delivered to ACCD before ACCD completes ACCD's restoration obligations.

D.5.b. If the Premises cannot be restored within one hundred eighty (180) days prior to any Extended Term, ACCD has an option to restore the Premises. If ACCD chooses not to restore, this lease will terminate. If ACCD chooses to restore, ACCD will notify WDC of the estimated time to restore and give WDC an option to terminate this lease by notifying ACCD within ten (10) days. If WDC does not terminate this lease, the lease will continue and ACCD will restore the Premises as provided in D.5.a. above.

D.5.c. To the extent the Premises are untenantable after a casualty during any Extended Term, the Rent will be adjusted as may be fair and reasonable.

D.6. Condemnation/Substantial or Partial Taking

D.6.a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

D.6.b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, ACCD will, at ACCD's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

D.6.c. Intentionally omitted.

D.7. Uniform Commercial Code. Intentionally omitted.

D.8. Default by ACCD/Events. Defaults by ACCD are failing to comply with any provision of this lease within thirty (30) days after written notice and failing to provide Essential Services to WDC within ten (10) days after written notice.

D.9. Default by ACCD/WDC's Remedies. WDC's remedies for ACCD's default are to sue for damages or specific performance and, if ACCD does not provide an Essential Service within thirty (30) days after default, terminate this lease.

D.10. Default by WDC/Events. Defaults by WDC are (a) failing to pay timely any amount due under this lease, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten (10) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.11. Default by WDC/ACCD's Remedies. ACCD's remedies for WDC's default are to (a) enter and take possession of the Premises and sue for any amount due as it accrues; (b) enter and take possession of the Premises, after which ACCD may relet the Premises; (c) enter the Premises and perform WDC's obligations; and (d) terminate this lease by written notice and sue for any damages. ACCD may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out WDC or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.12. Default/Waiver. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of a remedy does not preclude pursuit of another remedy.

D.13. Mitigation. ACCD will have mitigated the loss of any rent due if ACCD, within thirty (30) days after WDC's loss of possession, (a) places a "For Lease" sign at the Premises, (b) places the Premises on ACCD's inventory of properties for lease, (c) makes ACCD's inventory available to area brokers on a monthly basis, (d) advertises the Premises for lease in a suitable trade journal in the county in which the Premises are located, and (e) shows the Premises to prospective WDCs who request to see it.

D.14. Security Deposit. If WDC defaults, ACCD may use any Security Deposit to pay any arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by ACCD as a result of the default.

D.15. Holdover. If WDC does not vacate the Premises following termination of this lease, WDC will become a WDC at will and must vacate the Premises on receipt of notice from ACCD. No holding over by WDC, whether with or without the consent of ACCD, will extend the Term.

D.16. Alternative Dispute Resolution. ACCD and WDC agree to mediate in good faith before filing a suit for damages.

D.17. Attorney's Fees. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.18. Venue. Exclusive venue is in the county in which the Premises are located.

D.19. Entire Agreement. This lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by ACCD to WDC. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by ACCD to WDC, and WDC is not relying on any statements or representations of any agent of ACCD, that are not in this lease and any exhibits, addenda, and riders.

D.20. Amendment of Lease. This lease may be amended only by an instrument in writing signed by ACCD and WDC.

D.21. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.22. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

D.23. Use of Common Areas. WDC will have the non-exclusive right to use the Common Areas subject to any reasonable rules and regulations that ACCD may prescribe.

D.24. Abandoned Property. ACCD may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

DATED as of the date first above written.

Landlord

ALAMO COMMUNITY COLLEGE DISTRICT

By: _____
Name: Dr. Mike Flores
Title: Chancellor

Tenant

WESTSIDE DEVELOPMENT CORPORATION

By: _____
Name: Ramiro Gonzales
Title: President/CEO

Appendix A

Temporary Premises Legal Description

2,704 gross square feet consisting of a separate building behind the former Lincoln Elementary School previously used as the office for Project Quest, 630 S.W. 41st Street, San Antonio, TX 78237 and includes the following:

APPENDIX B

Premises Description

Description of WETC: A new Westside Education & Training Center facility to be constructed by Landlord at 563 S.W. 40th Street, San Antonio, Texas 78273.

Description of WDC Offices:

Approximately 1,283 assignable square feet to be included in the Westside Education & Training Center to be constructed at 563 S.W. 40th Street, San Antonio, Texas 78273 as per schematic attached.

APPENDIX C

Insurance Addendum to Lease

Landlord: **ALAMO COMMUNITY COLLEGE DISTRICT ("ACCD")**

Tenant: **WESTSIDE DEVELOPMENT CORPORATION ("WCD")**

This insurance addendum is part of the lease.

A. WDC agrees to—

1. Maintain the following coverages:
   a. Commercial property insurance written on a causes of loss—special form (formerly known as "all risks" form) covering WDC's personal property, fixtures, and leasehold improvements in the Premises, and naming ACCD as "Building Owner Loss Payable."
   b. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering WDC's operations within the Premises, naming ACCD and ACCD's property manager, if any, as "additional insured," and having limits of not less than $1,000,000 each personal/advertising injury limit per occurrence; $1,000,000 for fire damage in any one fire; $5,000 medical expense limit for any one person; and $2,000,000 each for general aggregate limit.
   c. Business auto liability insurance written on an occurrence basis and having a combined single limit of not less than $1,000,000.
   d. Workers' compensation insurance in the statutory amount and employer's liability insurance having limits of not less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 bodily injury by disease for entire policy. Both policies must have a waiver of subrogation in favor of ACCD.
2. Deliver certificates of insurance and copies of any additional insured and waiver of subrogation endorsements to ACCD before entering the Premises and thereafter at least ten days before the expiration of the policies.

B. ACCD agrees to maintain—

1. Commercial property insurance written on a causes of loss—special form covering the building in which the Premises is located.
2. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering ACCD's operations within the building in which the Premises is

located and having limits not less than $2,000,000 each occurrence and $4,000,000 general aggregate.

C. ACCD and Tenant agree that—

1. The commercial property insurance policies maintained by them will contain (a) optional coverage for agreed value to eliminate the coinsurance clause, (b) optional coverage for replacement cost, (c) increased limits of ordinance or law coverage to cover increased cost of construction, (d) increased limits for debris removal coverage, and (e) a waiver of subrogation clause in favor of the party not carrying the commercial property insurance.

2. The commercial general liability insurance will be primary to the maintaining party and not contributory to any similar insurance carried by the other party and will contain a severability-of-interest clause.

APPENDIX D

Parking

Tenant shall be permitted to use six (6) reserved parking spaces in the parking facilities associated with the Premises (the "Parking Area") subject to such terms, conditions and regulations as are from time to time applicable to patrons of the Parking Area. Landlord will reasonably consider Tenant requests for additional parking spaces for its visitors for special events.

Tenant shall at all times comply with all Laws respecting the use of the Parking Area. Landlord reserves the right to adopt, modify, and enforce reasonable rules and regulations governing the use of the Parking Area from time to time including designation of assigned parking spaces, requiring use of any key-card, sticker, or other identification or entrance systems and charging a fee for replacement of any such key-card sticker or other item used in connection with any such system and hours of operations. Landlord may refuse to permit any person who violates such rules and regulations to park in the Parking Area, and any violation of the rules and regulations shall subject the car to removal from the Parking Area.

Tenant may validate visitor parking by such method or methods as Landlord may approve, at the validation rate from time to time generally applicable to visitor parking. Unless specified to the contrary above, the parking spaces provided hereunder shall be provided on an unreserved, "first-come, first served" basis.

Tenant shall not charge its visitors for parking.

All motor vehicles (including all contents thereof) shall be parked in the Parking Area at the sole risk of Tenant and each other Tenant Party, it being expressly agreed and understood Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and Landlord is not responsible for the protection and security of such vehicles. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, LANDLORD SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY PROPERTY DAMAGE OR LOSS WHICH MIGHT OCCUR ON THE PARKING AREA OR AS A RESULT OF OR IN CONNECTION WITH THE PARKING OF MOTOR VEHICLES IN ANY OF THE PARKING SPACES.

Discussion and Possible Action on Appointment of Full Time Faculty

Presented for recommended approval to the ALAMO COLLEGES BOARD OF TRUSTEES on January 26, 2021.

MINUTE ORDER
"The Board of Trustees hereby approves the appointment of Full Time Faculty submitted by the College Presidents for the 2020-2021 academic year. Further Board action will not be required for these persons to teach in the indicated disciplines."

PURPOSE
To approve the appointment of Full Time Faculty submitted by the College Presidents for the 2020-2021 Academic Year unless an earlier date is specified in Attachment A.

BACKGROUND
In serving student needs, each College maintains and selects the best and brightest faculty to provide for student success. All appointments are contingent on satisfactory completion of the employment process.

IMPLICATIONS

Financial:	Budgeted Funds
Strategic Objective:	Goal III Performance Excellence
Human Resources:	Build talent and engage employees with a focus on collaboration, application of knowledge and skills, and high performance teams
ATTACHMENTS:	Attachment A.: Appointment of Faculty

Linda Boyer-Owens
Digitally signed by Linda Boyer-Owens
Date: 2021.01.13 09:23:20 -06'00'

Linda Boyer-Owens Date
Associate Vice Chancellor of Human Resources & Organizational Development

Dr. Diane Snyder
Digitally signed by Dr. Diane Snyder
Date: 2021.01.14 08:35:40 -06'00'

Dr. Diane E. Snyder Date
Vice Chancellor for Finance and Administration

Dr. Mike Flores Date
Chancellor

ALAMO COLLEGES DISTRICT

Attachment A.

APPOINTMENT OF FACULTY
JANUARY 26, 2021

No.	Recommended	Department	College	Effective Date
1.	Garza, Elizabeth	Nursing Education	San Antonio College	January 2021
2	Phelt, Jessica	Law Enforcement	San Antonio College	January 2021
3.	Jones, Robert	Information Technology	St. Philip's College	January 2021
4.	Nevarez, Patricia	Cardiovascular	St. Philip's College	January 2021
5.	Herrera, Aaron	Histologic Technician	St. Philip's College	January 2021
6.	Merritt, Michael	Auto Technology	St. Philip's College – Southwest Campus	January 2021

Discussion and Possible Action on Minutes of the Special Board Meeting on November 17, 2020

Presented and recommended for approval to the ALAMO COLLEGES DISTRICT BOARD OF TRUSTEES on January 17, 2021.

MINUTE ORDER

"The minutes of the Special Board Meeting of the Board of Trustees of the Alamo Community College District held on November 17, 2020 are hereby approved."

PURPOSE

To officially approve the minutes of the Special Board Meeting on November 17, 2020

IMPLICATIONS

Financial: None

Strategic Objective III: Performance Excellence

Human Resources: None

ATTACHMENT: Minutes of Special Board Meeting on November 17, 2020

_____

Dr. Mike Flores, Chancellor

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT

Minutes
Alamo Colleges District
Special Meeting of the Board of Trustees,
Sitting as the Local Canvassing Authority
Via Telephone and Video Conference
San Antonio, Texas
NOVEMBER 17, 2020

1. **CALL TO ORDER**

Chair Marcelo S. Casillas called the meeting to order at 6:00 p.m. and announced that a quorum of board was present.

As permitted by the Texas Governor's declaration on March 16, 2020, governmental bodies may conduct meetings by telephone or video conference to advance the public health goal of limiting face-to-face meetings. This Board Meeting is being conducted by telephone conference and video conference. This meeting is accessible to the public and allows the public to participate telephonically by two-way audio conference. Any member of the public may participate in the Board Meeting by calling telephone number printed on the agenda. Additionally, the Board members, Chancellor, participating staff and attorneys will participate by video conference to facilitate the roll call, quorum, and any executive session."

2. **CERTIFICATION AND POSTING OF NOTICE**

Chair Marcelo S. Casillas announced that the notice of the Special Meeting of the Board of Trustees, Sitting as the Local Canvassing Authority has been posted in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551

3. **ROLL CALL**

The following trustees were present:

District 1	Joe V. Alderete, Vice Chari
District 2	Jose A. Macias, Jr.
District 3	Anna U. Bustamante, Secretary
District 4	Marcelo S. Casillas, Chair
District 5	Roberto Zárate
District 6	Dr. Gene Sprague
District 7	Dr. Yvonne Katz, Chair
District 8	Clint Kingsbery
District 9	Joe Jesse Sanchez, Asst. Secretary

Student Trustee Darius Martin

Presiding Administrator: Dr. Mike Flores

Chair Marcelo Casillas verified that a quorum is present to conduct this meeting and may the record reflect such.

4. **PLEDGE OF ALLEGIANCE**

The pledge was recited.

A. **CITIZENS TO BE HEARD**
There were no citizens to be heard.

5. **EXECUTIVE SESSION** **NO EXECUTIVE SESSION**

A. Pursuant to §551.071, Texas Government. Code, the Board may consult with its attorney(s) to seek their advice on any matter(s) in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, including without limitation, election-related matters and any item on the agenda.

B. Any action on these matters will be taken in Open Session.

6. **RECONVENE OPEN MEETING** **NO EXECUTIVE SESSION**

A. Discussion and Possible Action on Items Discussed in Executive Session.

7. **FINAL CANVASSING OF NOVEMBER 3, 2020 ELECTION RETURNS**

A. Discussion and Possible Action on an Order Canvassing the Returns and Declaring the Results of the November 3, 2020 General and Special Elections for Trustees Positions for Districts Two, Four, and Nine and Approving Required Corollary Agreements and Actions

On a motion by Trustee Dr. Sprague second by Trustee Dr. Katz, the following motion approved unanimously.

"In accordance with the attached Order, the Alamo Community College District Board of Trustees canvasses the returns of the November 3, 2020 General and Special Elections for Trustee Positions for Districts Two, Four, and Nine; declares the unofficial election results official; declares the winner for Trustee of single-member District Two (2); and approves any agreements or other actions necessary to canvass the election results."

GENERAL ELECTION, TRUSTEE DISTRICT 4:

	Election Day Votes	Absentee Votes	Early Voting Votes	Total Votes
Robert A. Casias	2,158	1,725	10,770	14,653
Jose "Joe" Gallegos Jr.	2,985	1,707	13,825	18,517
Lorena "Lorraine" Pulido	2,691	2,642	17,990	23,323
Connie Prado	1,421	1,817	8,505	11,743

GENERAL ELECTION, TRUSTEE DISTRICT 9:

	Election Day Votes	Absentee Votes	Early Voting Votes	Total Votes

Leslie Sachanowicz	2,973	4,400	26,110	33,483
Joe Jesse Sanchez	2,420	4,267	18,260	24,947
Michael John Good	1,541	2,218	12,001	15,760

SPECIAL ELECTION, TRUSTEE DISTRICT 2:

	Election Day Votes	Absentee Votes	Early Voting Votes	Total Votes
Jose A. Macias Jr.	3,359	2,364	15,958	21,681
Gloria Ray	3,076	4,914	21,324	29,314

8. **NEW BUSINESS**

A. Discussion and Possible Action on an Order Calling for a Runoff Election on December 12, 2020 and Approving Required Corollary Agreements and Actions

On a motion by Trustee Dr. Katz second by Trustee Zarate, the following motion approved unanimously.

> "In accordance with the attached Order, the Alamo Community College District Board of Trustees orders a Runoff Election to be held on Saturday, December 12, 2020. Jose "Joe" Gallegos Jr. and Lorena "Lorraine" Pulido, the candidates who received the highest and second highest number of votes for the District Four (4) Trustee position in the November 3, 2020 General and Special Elections, and Leslie Sachanowicz and Joe Jesse Sanchez, the candidates who received the highest and second highest number of votes for the District Nine (9) Trustee position in the same November 3, 2020 elections shall be the candidates and run against each other for the District Four (4) and District Nine (9) positions, respectively, in a Runoff Election to be conducted on Saturday, December 12, 2020. In further accordance with the attached Order, the Board orders that the Early Voting and Election Day voting sites are approved as recommended by the Bexar County Elections Administration and approves any agreements or other actions in connection with the Runoff Election."

B. Recognition of Jose A. Macias, Jr.

Chair Marcelo Casillas recognized Jose Macias, on behalf of the Board. He thanked Mr. Macias for his service and dedication to the Alamo Colleges District and the community represented as District 2 trustee.

C. Administration and Oath of Office - Gloria Ray, District 2

Reverend James Amerson of St. Paul United Methodist Church administered the Oath of Office for Gloria Ray as Alamo Colleges Trustee, District 2. On behalf of the board, Chair Marcelo

Casillas congratulated Trustee Ray as new elected District 2 Board member.

9. **ADJOURNMENT**
There being no further business, Chair Marcelo Casillas adjourned at 6:18 p.m.

Submitted for Board Approval:

Denise Lee Administrative Assistant – Special Projects

Discussion and Possible Action on Minutes of the Meeting of the Board of Trustees - Meeting as a Committee of the Whole on **December 1, 2020**

Presented and recommended for approval to the ALAMO COLLEGES BOARD OF TRUSTEES **on January 26, 2021**

MINUTE ORDER

"The minutes of the Meeting of the Board of Trustees - Meeting as a Committee of the Whole held on December 1, 2020 are hereby approved."

PURPOSE

To officially approve the minutes of the Meeting of the Board of Trustees - Meeting as a Committee of the Whole held on **December 1, 2020**

BACKGROUND

IMPLICATIONS

Financial: None

Strategic Objective III: Performance Excellence

Human Resources: None

ATTACHMENTS: Minutes of December 1, 2020

_____
Dr. Mike Flores, Chancellor

ALAMO COLLEGES DISTRICT

MINUTES
MEETING OF THE BOARD OF TRUSTEES
MEETING AS A COMMITTEE OF THE WHOLE
VIA VIDEO AND TELECONFERENCE
DECEMBER 1, 2020

1. **CALL TO ORDER**
   Vice Chair Joe Alderete called the meeting to order at 6:01 p.m. and announced that a quorum of board members was present.

   As permitted by the Texas Governor's declaration on March 16, 2020, governmental bodies may conduct meetings by telephone or video conference to advance the public health goal of limiting face-to-face meetings. This Board Meeting is being conducted by telephone conference and video conference. This meeting is accessible to the public and allows the public to participate telephonically by two-way audio conference. Any member of the public may participate in the Board Meeting by calling telephone number printed on the agenda. Additionally, the Board members, Chancellor, participating staff and attorneys will participate by video conference to facilitate the roll call, quorum, and any executive session.

2. **CERTIFICATION AND POSTING OF NOTICE**
   Vice Chair Joe Alderete announced that the notice of the Special Board Meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
3. **ROLL CALL**
   The following trustees were present:

District 1	Joe V. Alderete, Jr., Vice Chair
District 2	Gloria Ray
District 3	Anna U. Bustamante, Secretary
District 5	Roberto Zárate
District 6	Dr. Gene Sprague
District 7	Dr. Yvonne Katz
District 8	Clint Kingsbery
District 9	Joe Jesse Sanchez, Asst. Secretary
Student Trustee	Darius Martin

   The following trustee was not present:

District 4	Marcelo Casillas, Chair

   Presiding Administrator: Dr. Mike Flores, Chancellor

   Vice Chair Joe V. Alderete announced that a quorum of board members was present.
4. **PLEDGE OF ALLEGIANCE**
   The pledge was recited.
5. **CITIZENS TO BE HEARD**
   Dr. Sean Duffy, Re: *281 & 1604 area*
6. **STUDENT SUCCESS COMMITTEE**, *Clint Kingsbery, Chair*

,

A. Program Highlights: San Antonio College Honors Academy, *Dr. Robert Vela*, *Laurie Coleman*

Laurie Coleman presented on Cultivating Excellence: San Antonio College Honors Academy, which included Why an Honors Academy Program?, What is the SAC Honors Academy Program?, Program Highlights, Recognized for Student Success, Graduation and Transfer, PGR and Retention, and Students First.

B. Alamo Guided Pathways and Pathways Leadership Council (PLC) Update, *Debi Gaitan, Dr. Ray Pfang*

Debi Gaitan, Northwest Vista College Vice President for Student Success Former PLC Co-Chair, and Dr. Ray Pfang, Palo Alto College Dean for Academic Success PLC Co-Chair, presented on Alamo Guided Pathways and Pathways Leadership Council (PLC) Update, which included Annual Update - Alamo Colleges Pathways Leadership Council, Guided Pathways and Pathways Leadership Council, Support of the Chancellor's Charges from the Board of Trustees, Outcomes, and Annual PLC Signature Event.

C. Downward Expansion Update, *Samantha Gallegos*

Samantha Gallegos from the Office of the Vice Chancellor for Academic Success presented on Alamo Colleges District Downward Expansion, which included Downward Expansion - Strategic Plan, Downward Expansion - Proof of Concept, Downward Expansion 3 TIER System, Downward Expansion - Middle School, Downward Expansion - Benefits for all, and Downward Expansion.

D. AlamoADVISE Certified Advisor Update, *Dr. Adelina Silva, Blanca Balle Villegas*

Dr. Adelina Silva, Vice Chancellor for Student Success, and Blanca Balle Villegas, Director, District Wide Advising, presented on AlamoADVISE Certified Advisor Update, which included AlamoADVISE Guiding Principles, AlamoADVISE: Certified Advisor Update, Advising Certification, Advising Touchpoint Metrics, Student Satisfaction Survey, Remote Advising Practices, and Next Steps for Year VI.

E. Enrollment Management, *Debi Gaitan, Dr. Cindy Mendiola-Perez, Dr. Laura Sanchez, Dr. Pfang, Ruth Dalrymple*

Debi Gaitan, Northwest Vista College Vice President for Student Success Former PLC Co-Chair, Dr. Laura Sanchez, Northeast Lake View College Vice President for Academic Success, Dr. Cindy Mendiola-Perez, Northwest Vista College Associate Vice Chancellor for Student Success, Ruth Dalrymple, Northwest Vista College Associate Vice Chancellor for Academic Success, presented on Enrollment Management Period (EMP) Update, which included Historical and Current Timeline, Process Improvement Timeline, SLT Approved to Shorten the Length of the EMP, EMP Strategies, and EMP Process Improvements.

7. **LEGISLATIVE COMMITTEE**, *Joe Alderete, Jr., Chair*

A. Discussion and Possible Action on Adoption of the 2021 Legislative Agenda

Priscilla Camacho, Director, Government & Community Relations, presented on Proposed Texas Legislative Agenda - 2021, which included Timeline for the 87th Texas Legislative Session, Dynamics going into the Texas Legislative Session, Strategy around proposed ACD Legislative Agenda, Invest in Texas' Economic Recovery, Expand Texas Workforce Programs, Strengthen College and Career Pathways for Students, Increase Access for Students, and Next Steps.

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

> *"The Board of Trustees hereby adopts the 2021 Legislative Agenda attached as a working document subject to revision by administration during the course of the 2021 Legislative Session in a manner generally consistent with its priorities."*

8. **PERSONNEL**

A. Discussion and Possible Action on Establishment of Internal Revenue Code Section 401(a) Executive Salary Deferral Plan and Approval of Associated Agreements and Documentation, *Ross Laughead*

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

> *"The Board hereby authorizes administration to establish an Internal Revenue Code Section 401(a) Executive Salary Deferral Plan for Chancellors, adopts the attached resolution, authorizes, without limitation, the execution of the attached plan design form and interlocal agreement with Education Services Center, Region 10 to participate in its 401(a) plan, adopts the attached basic plan document and associated trust agreement, as amended, and adopts and authorizes the execution of any and all appropriate associated agreements and documentation, and all required subsequent updates, each substantially in form presented or referenced, as applicable, all as may be amended to the satisfaction of District counsel, and failing same, authorizes administration to negotiate and execute equivalent documentation with an appropriate substitute provider of such plans."*

9. **POLICY and LONG-RANGE PLANNING COMMITTEE,** *Joe Alderete, Jr, Chair*

A. Discussion and Possible Action on Revision of B.5.3 (Board Policies)

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

> *"The Board of Trustees hereby approves the attached revised Policy B.5.3."*

10. **AUDIT, BUDGET AND FINANCE COMMITTEE,** *Roberto Zarate, Chair*

A. Budget Amendment Overview, *Shayne West*

Shayne West, Chief Budget Officer, presented on December 2020 Budget Amendment Overview, which included Fall 2020 Enrollment Strong in Light of Covid,

Budget Amendment #2 Summary, Operating Fund Balance, and Actions Required Tonight by the Board.

B. Discussion and Possible Action on Acceptance of FY 2020-2021 Budget: Amendment No. 1

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

> *"The Alamo Colleges Board of Trustees hereby accepts the FY 2020-21 Budget Amendment No. 1 as presented."*

C. Discussion and Possible Action on Acceptance of FY 2020-2021 Budget: Amendment No. 2

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

> *"The Alamo Colleges Board of Trustees hereby accepts the FY 2020-2021 Budget: Amendment No. 2 as presented."*

D. Discussion and Possible Action on 2020 Tax Assessment Roll

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

> *"The Board of Trustees hereby approves the attached 2020 Tax Assessment Roll for the Alamo Colleges District as of October 1, 2020."*

E. Discussion and Possible Action to Amend the Video Conferencing Software as a Service Agreement with Zoom Video Communications, Inc.

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

> *"The Board of Trustees hereby amends the contract with Zoom Video Communications, Inc. providing for the purchase of Video Conferencing Software as a Service for an annual estimated total of $136,000, as requested by the office of the Vice Chancellor for Planning, Performance, and Information Systems."*

F. Discussion and Possible Action for the Purchase of Cyber Security Training Program, *Dr. Diane Snyder*

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

"The Board of Trustees hereby awards a contract to Cyberbit, Inc. providing for the purchase of Cyber Security Training Program for a cost of $340,000 as requested by St. Philip's College."

G. Discussion and Possible Action for the Purchase of Continuing Education Course Registration Software, *Dr. Diane Snyder*

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

"The Board of Trustees hereby ratifies a contract to Destiny Solutions, Inc. providing for the purchase of Continuing Education Course Registration Software for an annual estimated annual total of $99,375, as requested by the office of the Interim Vice Chancellor for Economic Workforce and Development."

11. **FISCAL SERVICES REPORT**

A. Discussion and Possible Action on Monthly Contracts Report

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

"The Alamo Colleges District Board of Trustees hereby approves this report on non-grant contracts (public) made to the Alamo Colleges District for the period of September 1, 2020 through October 31, 2020."

B. Discussion and Possible Action on Monthly Grants and Contracts Report

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

"The Alamo Colleges District Board of Trustees hereby approves this report on grants and contracts (public) and ratifies acceptance of the donations and grants made to the Alamo Colleges District."

C. Discussion and Possible Action on Approval of Construction Reports

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

"The Alamo Colleges District Board of Trustees hereby approves the construction reports as presented."

D. Discussion and Possible Action on Approval of Financial Reports

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

"The Alamo Colleges Board of Trustees hereby accepts the financial reports as presented."

E. Discussion and Possible Action on Approval of Monthly Report on Cooperative Purchases in Excess of $100,000

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

"The Alamo Colleges District Board of Trustees hereby approves the monthly Cooperative Purchase Report as presented."

12. **BUILDING, GROUNDS AND SITES SELECTION COMMITTEE,** Joe Jesse Sanchez, Chair

A. CIP Bond Oversight Committee Meeting Report, *Joe Jesse Sanchez*

The Citizen Bond Oversight Committee (CBOC) held its quarterly meeting on October 26, 2020 with 11 out of the 22 committee members in attendance. This meeting was the second zoom meeting conducted and Trustee Sanchez presided over the meeting. The CBOC praised the efforts of the District's progress in fulfilling our commitment to the citizens of Bexar County. Presidents updated the committee on their respective projects since the last meeting held on June 22, 2020. Overall, the committee members were very pleased with the construction improvements, schedules, CMAR SMWBVE participation breakdown and management of the program by the Chancellor, Presidents, Vice Chancellors, Owner Representative (MOCA) and Project Management Team (AECOM).

B. Overview of Construction Minute Order Actions, *Lacy Hampton*

Lacy Hampton, Interim Associate Vice Chancellor G.O. Bonds Capital Program (CIP), and Dr. Robert Vela, President of San Antonio College, presented on Overview of Construction Minute Order Actions, which included Construction Overview Agenda, 2017 CIP Bond Construction Projects by the Numbers, St. Philip's College Amending the CMAR Construction Contract Construction Time Schedule Extension, San Antonio College Amending the CMAR GMP; Realization of GMP Savings, San Antonio College Early Child Care Center and Santikos Micronauts, and December 1, 2020 Minute Order Actions.

C. Discussion and Possible Action on Amending the Construction Manager at Risk Contract with Skanska USA Building, Inc. for the Alamo Colleges District - St. Philip's College Tourism, Hospitality and Culinary Arts (THCA) Capital Improvement Project to Extend the Construction Time Schedule (CSP 18C-005)

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

"The Board of Trustees hereby approves the amendment of the contract with Skanska USA Building, Inc. for the Alamo Colleges District – St. Philip's College Hospitality and Culinary Arts (THCA) Capital Improvement Project to

extend the construction time schedule to a new substantial completion date of October 7, 2020."

D. Discussion and Possible Action on Amending the Guaranteed Maximum Price for the Alamo Colleges District - San Antonio College (SAC) Physical Plant, Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005)

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

"The Board of Trustees hereby approves an amendment to decrease by $400,000 to $2,420,596 the Guaranteed Maximum Price under the contract with Construction Manager-at-Risk J.T. Vaughn Construction, LLC for the construction of the Alamo Colleges District – San Antonio College (SAC) Physical Plant, Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate."

E. Discussion and Possible Action on Amending the Guaranteed Maximum Price for the Alamo Colleges District - San Antonio College (SAC) Parking Garage/Added Scope San Pedro Improvements, Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005)

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

"The Board of Trustees hereby approves an amendment to decrease by $425,000 to $17,598,165 the Guaranteed Maximum Price under the contract with Construction Manager-at-Risk J.T. Vaughn Construction, LLC for the construction of the Alamo Colleges District – San Antonio College (SAC) Parking Garage/Added Scope San Pedro Improvements, Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate."

F. Discussion and Possible Action on Amending the Guaranteed Maximum Price for the Alamo Colleges District - San Antonio College (SAC) Fletcher Student Success Administration Building Renovation, Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005)

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

"The Board of Trustees hereby approves an amendment to decrease by $1,350,000 to $17,202,118 the Guaranteed Maximum Price under the contract with Construction Manager-at-Risk J.T. Vaughn Construction, LLC for the construction of the Alamo Colleges District – San Antonio College (SAC) Fletcher Student Success Administration Building Renovation, Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate."

G. Discussion and Possible Action on Guaranteed Maximum Price for Alamo Colleges District - San Antonio College (SAC) Early Child Care and Santikos Micronauts Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005)

The following minute order was forwarded to the Board of Trustees for approval on December 8, 2020.

> *"The Board of Trustees hereby approves the Guaranteed Maximum Price Construction Manager-at-Risk fee negotiated with J.T. Vaughn Construction, LLC in the amount of $14,371,523 (including contingency) for the construction of the Alamo Colleges District – San Antonio College (SAC) Early Child Care and Santikos Micronauts Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate."*

13. **EXECUTIVE SESSION** **NO EXECUTIVE SESSION**

A. Pursuant to §551.071, Texas Government. Code, the Board may consult with its attorney(s) to seek their advice on any matter(s) in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

B. Pursuant to §551.074, Texas Government Code, the Board may deliberate the appointment, employment, evaluation, reassignment, duties, performance of duties, discipline, or dismissal of a public officer or employee(s), including, without limitation, the Chancellor.

C. Pursuant to § 551.071, Texas Government Code, the Board may consult with its attorneys about pending EEOC charges.

D. Pursuant to §551.072, Texas Government Code, the Board may deliberate the purchase, exchange, lease or value of real property.

E. Pursuant to §551.074, Texas Government Code, the Board may deliberate the appointment, employment, evaluation, reassignment, duties, performance of duties, discipline, or dismissal of a public officer or employee(s), including, without limitation, the Chancellor.

F. Pursuant to §551.074, Texas Government Code, the Board may deliberate the appointment, employment, evaluation, reassignment, duties, performance of duties, discipline, or dismissal of a public officer or employee(s), including, without limitation, the Chancellor.

14. **RECONVENE OPEN MEETING** **NO EXECUTIVE SESSION**

A. Discussion and Possible Action on Items Discussed in Executive Session.

15. **ADJOURNMENT**

There being no further business, Chair Joe V. Alderete adjourned the meeting at 9:31 p.m.

Submitted for Board Approval:

Mari Zarate

Maricruz Zarate – Administrative Services Specialist

Discussion and Possible Action on Minutes of the Regular Board Meeting on December 8, 2020

Presented and recommended for approval to the ALAMO COLLEGES DISTRICT BOARD OF TRUSTEES on January 26, 2021.

MINUTE ORDER

"The minutes of the Regular Board Meeting of the Board of Trustees of the Alamo Community College District held on December 8, 2020 are hereby approved."

PURPOSE

To officially approve the minutes of the Regular Board Meeting held on December 8, 2020

IMPLICATIONS

Financial: None

Strategic Objective III: Performance Excellence

Human Resources: None

ATTACHMENT: Minutes of December 8, 2020

_____
Dr. Mike Flores, Chancellor

ALAMO COLLEGES DISTRICT

MINUTES
ALAMO COLLEGES DISTRICT
Regular Meeting of the Board of Trustees
VIA VIDEO AND TELECONFERENCE
DECEMBER 8, 2020

1. **CALL TO ORDER**
   Chair Marcelo S. Casillas called the meeting to order at 6:00 p.m.

   As permitted by the Texas Governor's declaration on March 16, 2020, governmental bodies may conduct meetings by telephone or video conference to advance the public health goal of limiting face- to-face meetings. This Board Meeting is being conducted by telephone conference and video conference. This meeting is accessible to the public and allows the public to participate telephonically by two-way audio conference. Any member of the public may participate in the Board Meeting by calling telephone number printed on the agenda. Additionally, the Board members, Chancellor, participating staff and attorneys will participate by video conference to facilitate the roll call, quorum, and any executive session."

2. **CERTIFICATION AND POSTING**
   Chair Marcelo S. Casillas announced that the notice of the Regular Board Meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

3. **ROLL CALL**

   The following trustees were present:

District 1	Joe V. Alderete, Jr., Vice Chair
District 2	Gloria Ray
District 3	Anna U. Bustamante, Secretary
District 4	Marcelo S. Casillas, Chair
District 5	Roberto Zárate
District 6	Dr. Gene Sprague
District 7	Dr. Yvonne Katz
District 8	Clint Kingsbery
District 9	Joe Jesse Sanchez, Asst. Secretary
Student Trustee	Darius Martin

   Presiding Administrator: Dr. Mike Flores, Chancellor

   Board Chair Casillas announced that a quorum was present to conduct this meeting.

4. **PLEDGE OF ALLEGIANCE**

The pledge was recited.

5. **MEMORIALS**

NAME	YEARS OF SERVICE	CAMPUS	DEMISE DATE
Dr. Robert Ramsay	**10 years** 06/01/1993 – 01/31/2003	Chancellor's Office Retired Chancellor DSO	August 9, 2020
Dloris Barnes	**9 years** 07/24/2006 – 08/31/2015	Assessment and Testing Advisor-Student Success Northeast Lakeview College	September 2, 2020
Henry Flores	**13 years** 08/06/1999 – 01/15/2012	Nursing Ed Associate Degree Assistant Professor San Antonio College	September 18, 2020
Felix Gonzales	**35 years** 08/26/1985 – 09/22/2020	Mortuary Services Assistant Professor San Antonio College	September 22, 2020
Ray E. Cox Jr.	**31 years** 08/19/1974 – 05/31/2005	Art Department Professor San Antonio College	September 22, 2020
Rosie Carreon	**29 years** 07/08/1987 – 01/15/2016	Music Administrative Assistant San Antonio College	October 3, 2020
Linda P. Gonzales	**16 years** 04/17/1995 – 01/31/2011	Computer Technology Computer Lab Technician St. Philip's College	October 3, 2020
Eugene Foster	**25 years** 09/01/1973 – 12/31/1998	Homebuilding Faculty San Antonio College	October 19, 2020
Thomas Richard Norris	**10 years** 02/08/2010 – 11/20/2020	Information Technology Information Systems Specialist Northwest Vista College	November 20, 2020

6.**INVOCATION**

Mallory Plummer, Northwest Vista College

7.**RECOGNITIONS**

A. Alamo Colleges District Employee of the Month (November) *Dr. Veronica Garcia, Vicky Hart, Northeast Lakeview College*

Dr. Veronica Garcia, President, Northeast Lakeview College recognized Victoria (Vicky) Hart, Alamo Colleges District Employee of the Month November. Victoria has had a career emphasizing innovation and lifelong learning by working in several different types of libraries, the last 2 years at Northeast Lakeview College. At NLC, she serves as the Director of Library Services. She oversees all facets of library management, which gives her the opportunity to promote information literacy across campus. Vicky's number one ACD/NLC value is Students First; she holds strongly to being student centered in every way possible, letting our students know their success is our main concern.

B. Alamo Colleges District Employee of the Month (December) *Dr. Robert Vela, Kenneth Ramelli, San Antonio College*

Dr. Robert Vela, President San Antonio College recognized Kenneth Ramelli, Alamo Colleges District December Employee of the Month. Kenneth exemplifies the can-do spirit as an employee, supervisor, and team player. He took it upon himself to assist his team to get prepared for going remote when we converted to remote operations. He tirelessly worked to assist all team members until they were all connected with their technology needs. He also worked to create a remote working toolbox and trained all of his work-study staff to work in a remote environment. As a result of his efforts, more than 3000 students have received millions of dollars of benefits in a timely manner. In his prior role as an advisor, he was always willing to fill-in when needed earning him the reputation of the go-to person on his team.

C. Higher Education Canvas Educator of the Year: *Dr. Robert Garza, Suzel Molina*

Dr. Robert Garza, President Palo Alto College recognized Higher Education Canvas Educator of the Year, Suzel Molina. Ms. Molina has been an amazing faculty member and has been extremely innovated in moving the college forward in education. Her attention to E-portfolio innovation has helped our students immensely with remote learning. Ms. Molina stated she is honored to be chosen for this recognition and a celebration for the college. She thanked the staff and administration for their support.

D. Partner of the Month: San Antonio Food Bank*, Natalie Barajas, Eric Cooper, President & CEO*

Natalie Barajas, Deputy to the Chancellor recognized San Antonio Food Bank as Partner of the Month. The San Antonio Food Bank has supported Alamo Colleges District over the past years. Alamo Colleges District has had 17 pop up food drives as well as food banks across our five colleges. With the help of hundreds of employees and students, Alamo Colleges District have served 10,000 households and distributed over 300 thousand pounds of food with the collaboration of the San Antonio Food Bank. Eric Cooper, President & CEO, San Antonio Food Bank accepted the award. Mr. Cooper stated it is truly an honor to be recognized and thanked all volunteers, who really make the partnership work.

E. The USAA Foundation, *Sheila Marlow Due*

Shelia Marlow Due recognized a one million dollar gift agreement to Alamo Promise as well as a 2 million dollar gift from USSA. Wayne Peacock, CEO and Harriet Dominique, Sr. VP of Corporate Responsibility were not able to attend to accept Alamo Colleges District gratitude however Harriet Dominique sent the follow remarks, “Thank you so much for the generous invitation to speak at your board meeting. It is truly an honor to support you and your team and the incredible positive impact that you have on our community…”

F. 2020 Achievement of Excellence in Procurement Award, National Procurement Institute, Inc. *Dr. Diane Snyder, Gary O’Bar*

Dr. Diane Snyder, Vice Chancellor of Finance & Administration and Gary O'Bar, Director, Purchasing & Contract Administration announced 2020 Achievement of Excellence in Procurement Award, National Procurement Institute, Inc. Mr. O’Bar thanked the purchasing, contract and administration team. The award is earned by organizations that demonstrate excellence in obtaining high scores based on standardized criteria. This is the 9th year in a row that the award was received. The criteria is designed to measure innovation, professionalism, productivity in procurement and leadership attributes. This is an international award. This year only 188 awards were issued in the U.S., with only 15 in higher education institutions.

8. **CITITZENS TO BE HEARD**

There were no citizens to be heard.

9. **CHANCELLOR'S REPORT**

A. Presidents' Update on Student Success Initiatives *Dr. Veronica Garcia, Dr. Ric Baser, Dr. Robert Garza, Dr. Adena Loston, Dr. Robert Vela*

Dr. Veronica Garcia, President Northeast Lakeview College reported the college has had two successful food events this year. On June 21, they served over 200 families and on October 22 they served an additional 145 families. There is an additional event schedule for December 10. The college also had a virtual event with more than 750 goodie bags delivered to K-2nd grades at the NLC adopted schools; Woodstone, Northeast ISD, Candlewood, Convers, and Judson ISD. They also donated several crates of supplies to teachers at the adopted schools.

Dr. Robert Garza, President Palo Alto College reported the success of the pop-up markets where they donated 1000 pounds of food the San Antonio Food Bank as well as the curbside graduation which was tremendously attended. Winter Wonderland ¡Celebración! Holiday lights served over 1000 cars. The community was extremely appreciative regarding the event. Alamo Colleges District and Palo Alto College really delivered to the community offering this cost free event. The event will continue until January 3, 2021.

Dr. Adena Loston, President St. Philips College reported the pop-up markets served approximately 600 families by partnering with the San Antonio Food Bank. The college has also made efforts to ensure current students have computers and hot spots. Over 400 computers and 300 hot spots were distributed and made available to perspective students as well, who have similar challenges as current students. Dr. Loston also shared the upcoming St. Philips College virtual graduation event.

Dr. Ric Baser, President Northwest Vista College reported on partnering with their business council; Frost Bank, DPS, and SAWS to provide information sessions to students and helping

students connect with their programs. The graduation ceremony was held on Thursday at Fiesta Texas, which was a phenomenal experience with 480 vehicles and 678 connected via Youtube.

Dr. Robert Vela, President San Antonio College reported the college partnered with the San Antonio Food Bank, Mi Tierra Restaurant, and USDA and have served over 70,000 families, students, and community members through food distribution support efforts. The advocacy Center and San Antonio Food Bank served over 3,600 individuals of which 716 were students. Four hundred students were given a Mi Tierra $50 gift voucher, 65 students were provided Thanksgiving meal kits, 2.3 million pounds of food provided 6,600 families including students, through the partnership with USDA and Eco Central, 875 pounds of produce from Urban Farms, serving 225 students from the community, and 2,000 pounds of food provided in neighboring Tobin Hill supporting 58 families. Dr. Velar also shared the success of the graduation with over 400 cars and over 1,000 in attendance.

B. Four Disciplines of Execution (4DX) Report & Wildly Important Goal (WIG) Presentation President's Office Business Council, Northwest Vista College, *Dr. Shelah Simmons, Dr. Ric Baser*

Dr. Shelah Simmons, Northwest Vista College President's Office Business Council Chairperson & CEO of Genesis Professional Solutions, presented on Four Disciplines of Execution (4DX) Report & Wildly Important Goal (WIG) Presentation which included President's Office NVC Business Council, NVC President's Office Business Council History, NVC President's Office Business Council Highlights, Wildly Important Goal, Strategies, 4DX WIG Scoreboard, Lead Measure, and Results.

C. Program Highlights: Transfer Academy for Tomorrow's Engineers, Northwest Vista College *Dr. Russell Frohardt, Dr. Ric Baser*

Dr. Russell Frohart, Dean of Academic Success, Northwest Vista College, presented on Program Highlights: Transfer Academy for Tomorrow's Engineers of which included Transfer Academy for Tomorrow's Engineers (TATE), NVC Program Highlight: Transfer Academy for Tomorrow's Engineers, NVC to UTSA Transfer Data, NVC + ACD + UTSA Collaboration, Communication & Marketing: TATE Sites, Recruiting & Enrollment, TATE Student Testimonial Steven Lantz, Current State of Similar Program Efforts Across ACD, and Alamo Transfer Academies & Engineering Experiences.

D. COVID-19 Update, Linda Boyer-Owens

Linda Boyer-Owens Associate Vice Chancellor , HR & Organizational Development ACD COVID-19 Incident Command Planning Chief presented on COVID-19 Update: Spring 2021 Return to Campus which included ACD Guiding Principles, COVID-19 recovery planning, ACD Pledge, ACD Family Safety Performance, Spring 2021 Plan, Guides and Plans for Safe Return, What's the "Why"?, and What's the How?

10. **STUDENT SUCCESS COMMITTEE,** *Clint Kingsbery, Chair*

A. Alamo Colleges Online (ACOL) Progress Update, *Dr. Luke Dowden, Dr. George Railey*

Dr. Luke Dowden**,** Chief Online Learning Officer and Associate Vice Chancellor presented on Alamo Colleges Online (ACOL) Progress Update 2020 which included Why have an online learning strategy?, Mission, Board Charges, and Successes.

B. Alamo Collegiate Network (ACN) Meeting Update, *Samantha Gallegos, Sara Mann and Dr. George Railey*

Samantha Gallegos and Sara Mann presented on Alamo Collegiate Network (ACN) Meeting Update which included SB 1882 Partnership, ACN Management Structure, Alamo Collegiate Network, SB 1882 Partnership Finances-Process, Alamo Collegiate Network Board Meeting October 6, 2020, and Alamo Collegiate Network.

C. Student Leadership Report, *Rodell Asher, Dr. Adelina Silva*

Rodell Asher, Director Student Leadership presented on Student Leadership Report which included Why Student Leadership?, Student Leadership, Student Leadership Institute, Level I Leadership Certificate, College Student Leadership Summit, Student District Council, Parent Advocacy & Community Leadership, and Mentoring for College Success.

11. **LEGISLATIVE COMMITTEE,** *Joe Alderete, Jr., Chair*

A. Discussion and Possible Action on Adoption of the 2021 Legislative Agenda, *Priscilla Camacho*

Priscilla Camacho, Director, Government & Community Relations reported on Proposed Texas Legislative Agenda – 2021 Update which included Timeline for the 87th Texas Legislative Session. The Texas Senate Lieutenant Governor had meeting with the Senators with regards to some proposals with how to administer and run the session next year. Proposals include; the senate will likely operate and gable in on the 12th and take the first week off, the will run on a skeleton type crew for the first month, operating only with the senate finance committee meeting on Tuesday and Wednesday, anyone who is invited to testify will have to register 3 days in advance, there might be virtual testimonies. Committees will not be moving into full operation until late February or March. Anyone who is coming into the capital will have to have a Covid test within three days, the National Guard will provided testing on site as well. Census information will come in late April or May and their will probably be a special session late June or July. The senate and house panel believe this budget will not receive the cuts. ACD will tell they story how the funds have been appropriated to show how important the budget is for the recovery of the state.

On a motion by Trustee Alderete seconded by Trustee Dr. Sprague and by unanimous vote of the Board of Trustees, the following minute order was approved:

> *"The Board of Trustees hereby adopts the 2021 Legislative Agenda attached as a working document subject to revision by administration during the course of the 2021 Legislative Session in a manner generally consistent with its priorities.*

12. **WORKFORCE DEVELOPMENT COMMITTEE,** *Dr. Gene Sprague, Chair*

A. Workforce Development Committee Report, Xavier Urrutia

Xavier Urrutia, Interim Vice Chancellor for Economic and Workforce Development presented on Workforce Development Committee Report which included Workforce Development Committee Members:, Current Economic Environment:, Partner Update Highlights:, ACD - CoSA Train for Jobs SA, and Program Highlight.

13. **AUDIT, BUDGET AND FINANCE COMMITTEE,** *Roberto Zarate, Chair*

G. Annual Financial Highlights for the Fiscal Year Ending August 31, 2020, *Patrick Vrba*

Patrick F. Vrba, Jr., Controller reported on Annual Financial Highlights for the Fiscal Year Ending August 31, 2020 which included Purpose, Reporting Deadline, Distribution, FY 2020 Annual Financial Highlights, Single Audit Findings, Remarkable results in the face of COVID-19!, and Actions Requested Tonight by Board.

H. 2020 Weaver & Tidwell, LLP Audit Results and Required Communication, *James Fitts, Victor Perello,*

James Fitts and Victor Perello, Weaver & Tidwell, LLP reported on 2020 Weaver & Tidwell, LLP Audit Results and Required Communication which included The Audit Cycle, Audit Process, Audit Results:, Auditor Communications, and Kudos!

I. Discussion and Possible Action on FY2019-2020 Comprehensive Annual Financial Report and Annual Financial Report for Northeast Lakeview College

On a motion by Trustee Dr. Katz seconded by Trustee Dr. Sprague and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Board of Trustees approves the attached drafts of the Comprehensive Annual Financial Report for Alamo Colleges District and the Annual Financial Report for Northeast Lakeview College for the year ended August 31, 2020; and accepts the drafts of the: 1) Independent Auditor's Report for Alamo Colleges District; 2) Independent Auditor's Report for Northeast Lakeview College; 3) Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards for Alamo Colleges District; 4) Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards for Northeast Lakeview College; 5) Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance; 6) Independent Auditor's Report on Compliance for Each Major State Program and on Internal Control Over Compliance Required UGMS Single Audit Circular; 7) Internal Control Communication for Northeast Lakeview College; 8) Independent Auditor's Report On Compliance with the Public Funds Investment Act."

A. Discussion and Possible Action on Acceptance of FY 2020-2021 Budget: Amendment No. 1

On a motion by Trustee Dr. Katz seconded by Trustee Zarate and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Alamo Colleges Board of Trustees hereby accepts the FY 2020-21 Budget Amendment No. 1 as presented."

B. Discussion and Possible Action on Acceptance of FY 2020-2021 Budget: Amendment No. 2,

On a motion by Trustee Zarate seconded by Trustee Dr. Katz and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Alamo Colleges Board of Trustees hereby accepts the FY 2020-2021 Budget: Amendment No. 2 as presented."

C. Discussion and Possible Action on 2020 Tax Assessment Roll

On a motion by Trustee Zarate seconded by Trustee Dr. Katz and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Board of Trustees hereby approves the attached 2020 Tax Assessment Roll for the Alamo Colleges District as of October 1, 2020."

Roll Call Vote

Trustee	***Vote***
District 1, Joe V. Alderete, Jr.,	In Favor
District 2, Gloria Ray	In Favor
District 3, Anna U. Bustamante	Not Present
District 4, Marcelo Casillas	In Favor
District 5, Roberto Zárate	In Favor
District 6, Dr. Gene Sprague	In Favor
District 7, Dr. Yvonne Katz	In Favor
District 8, Clint Kingsbery	In Favor
District 9, Joe Jesse Sanchez	In Favor

D. Discussion and Possible Action to Amend the Video Conferencing Software as a Service Agreement with Zoom Video Communications, Inc.

On a motion by Trustee Zarate seconded by Trustee Alderete and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Board of Trustees hereby amends the contract with Zoom Video Communications, Inc. providing for the purchase of Video Conferencing Software as a Service for an annual estimated total of $136,000, as requested by the office of the Vice Chancellor for Planning, Performance, and Information Systems."

E. Discussion and Possible Action for the Purchase of Cyber Security Training Program

On a motion by Trustee Zarate seconded by Trustee Alderete and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Board of Trustees hereby awards a contract to Cyberbit, Inc. providing for the purchase of Cyber Security Training Program for a cost of $340,000 as requested by St. Philip's College."

F. Discussion and Possible Action for the Purchase of Continuing Education Course Registration Software

On a motion by Trustee Zarate seconded by Trustee Alderete and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Board of Trustees hereby ratifies a contract to Destiny Solutions, Inc. providing for the purchase of Continuing Education Course Registration Software for an annual estimated annual total of $99,375, as requested by the office of the Interim Vice Chancellor for Economic Workforce and Development."

J. Discussion and Possible Action to Amend the Health Professions Collaborative Services Agreements with Goodwill Industries of San Antonio and Project Quest

On a motion by Trustee Alderete seconded by Trustee Dr. Katz and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Board of Trustees hereby amends the agreements with Goodwill Industries of San Antonio for FYE 2021 for approximately $275,230 and of Project Quest for approximately $199,118 providing for the purchase of Health Professions Collaborative Services in support of a Health Professions Opportunity Grant that is funded by the U.S. Department of Health and Human Services Health Professions Opportunity Grant as requested by the office of the Interim Vice Chancellor for Economic Workforce and Development."

14. **BUILDING, GROUNDS AND SITES SELECTION COMMITTEE**, *Joe Jesse Sanchez, Chair*

A. Discussion and Possible Action on Amending the Construction Manager at Risk Contract with Skanska USA Building, Inc. for the Alamo Colleges District - St. Philip's College Tourism, Hospitality and Culinary Arts (THCA) Capital Improvement Project to Extend the Construction Time Schedule (CSP 18C-005)

On a motion by Trustee Sanchez seconded by Trustee Alderete and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Board of Trustees hereby approves the amendment of the contract with Skanska USA Building, Inc. for the Alamo Colleges District – St. Philip's College Hospitality and Culinary Arts (THCA) Capital Improvement Project to extend the construction time schedule to a new substantial completion date of October 7, 2020."

B. Discussion and Possible Action on Amending the Guaranteed Maximum Price for the Alamo Colleges District - San Antonio College (SAC) Physical Plant, Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005)

On a motion by Trustee Sanchez seconded by Trustee Alderete and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Board of Trustees hereby approves an amendment to decrease by $400,000 to $2,420,596 the Guaranteed Maximum Price under the contract with Construction Manager-at-Risk J.T. Vaughn Construction, LLC for the construction of the Alamo Colleges District – San Antonio College (SAC) Physical Plant, Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to

District counsel by Chancellor or delegate.

C. Discussion and Possible Action on Amending the Guaranteed Maximum Price for the Alamo Colleges District - San Antonio College (SAC) Parking Garage/Added Scope San Pedro Improvements, Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005)

On a motion by Trustee Sanchez seconded by Trustee Alderete and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Board of Trustees hereby approves an amendment to decrease by $425,000 to $17,598,165 the Guaranteed Maximum Price under the contract with Construction Manager-at-Risk J.T. Vaughn Construction, LLC for the construction of the Alamo Colleges District – San Antonio College (SAC) Parking Garage/Added Scope San Pedro Improvements, Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate.

D. Discussion and Possible Action on Amending the Guaranteed Maximum Price for the Alamo Colleges District - San Antonio College (SAC) Fletcher Student Success Administration Building Renovation, Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005)

On a motion by Trustee Sanchez seconded by Trustee Alderete and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Board of Trustees hereby approves an amendment to decrease by $1,350,000 to $17,202,118 the Guaranteed Maximum Price under the contract with Construction Manager-at-Risk J.T. VaughnConstruction, LLC for the construction of the Alamo Colleges District – San Antonio College (SAC) Fletcher Student Success Administration Building Renovation, Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel byChancellor or delegate.

E. Discussion and Possible Action on Guaranteed Maximum Price for Alamo Colleges District - San Antonio College (SAC) Early Child Care and Santikos Micronauts Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005)

On a motion by Trustee Sanchez seconded by Trustee Alderete and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Board of Trustees hereby approves the Guaranteed Maximum Price Construction Manager-at- Risk fee negotiated with J.T. Vaughn Construction, LLC in the amount of $14,371,523 (including contingency) for the construction of the Alamo Colleges District – San Antonio College (SAC) Early Child Care and Santikos Micronauts Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate."

F. Discussion and Possible Action on the Purchase of Construction Services for the Preventative Maintenance of Utilities at Alamo Colleges District - St. Philip's College

On a motion by Trustee Dr. Katz seconded by Trustee Alderete and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Board of Trustees hereby approves the Guaranteed Maximum Price Construction Manager-at- Risk fee negotiated with J.T. Vaughn Construction, LLC in the amount of $14,371,523 (including contingency) for the construction of the Alamo Colleges District – San Antonio College (SAC) Early Child Care and Santikos Micronauts Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate.

15. **CONSENT AGENDA**

A. Discussion and Possible Action on the Approval of the Consent Agenda Items
On a motion by Trustee Sanchez seconded by Trustee Alderete and by unanimous vote of the Board of Trustees, the following minute order was approved:

On a motion by Trustee Alderete seconded by Trustee Dr. Katz and by unanimous vote of the Board of Trustees, the following minute order was approved:

"The Consent Agenda for the Regular Board Meeting of the Alamo Community College District Board of Trustees held on December 8, 2020 is hereby approved."

1) Approval of Minutes

a. Discussion and Possible Action on Approval of Minutes of the Committee of the Whole Meeting October 13, 2020

"The minutes of the Meeting of the Board of Trustees - Meeting as a Committee of the Whole held on October 13, 2020 are hereby approved.

b. Discussion and Possible Action on Approval of Minutes of the Regular Board Meeting October 20, 2020

"The minutes of the Regular Board Meeting of the Board of Trustees of the Alamo Community College District held on October 20, 2020 are hereby approved."

2) Discussion and Possible Action on Acceptance of Private Gifts to the Alamo Colleges Foundation and Alamo Colleges District

"The Board of Trustees hereby accepts this gift receipt report on the Monthly Financial Statements on private gifts made from August 1, through August 31, 2020."

3) Internal Audit Department Monthly Activity Report
The December 2020 Internal Audit Department Monthly Activity Report was approved

4) Department of Public Safety Monthy Clery Act Activity Report
The November 2020 DPS Monthly Clery Act Activity Reports were approved.

5) Capital Improvement Program (CIP) Executive Summary – December 2020

6) Discussion and Possible Action on Approval of Federal Work Study (FCWS) Report

"The Alamo Colleges District Board of Trustees hereby approves the FCWS Report as presented."

7) Fiscal Services Reports

a. Discussion and Possible Action on Monthly Contracts Report

"The Alamo Colleges District Board of Trustees hereby approves this report on non-grant contracts (public) made to the Alamo Colleges District for the period of September 1, 2020 through October 31, 2020."

b. Discussion and Possible Action on Monthly Grants and Contracts Report

"The Alamo Colleges District Board of Trustees hereby approves this report on grants and contracts (public) and ratifies acceptance of the donations and grants made to the Alamo Colleges District."

c. Discussion and Possible Action on Approval of Construction Reports

"The Alamo Colleges District Board of Trustees hereby approves the construction reports as presented."

d. Discussion and Possible Action on Approval of Financial Reports

"The Alamo Colleges Board of Trustees hereby accepts the financial reports as presented."

e. Discussion and Possible Action on Approval of Monthly Report on Cooperative Purchases in Excess of $100,000

"The Alamo Colleges District Board of Trustees hereby approves the monthly Cooperative Purchase Report as presented."

16. **EXECUTIVE SESSION** **ENTERED EXECUTIVE SESSION 10:12 p.m.**

A. Pursuant to §551.071, Texas Government. Code, the Board may consult with its attorney(s) to seek their advice on any matter(s) in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

B. Pursuant to § 551.071, Texas Government Code, the Board may consult with its attorneys about pending and threatened litigations.

C. Pursuant to § 551.071, Texas Government Code, the Board may consult with its attorneys about pending EEOC charges.

D. Pursuant to §551.072, Texas Government Code, the Board may deliberate the purchase, exchange, lease or value of real property.

E. Pursuant to §551.074, Texas Government Code, the Board may deliberate the appointment, employment, evaluation, reassignment, duties, performance of duties, discipline, or dismissal of a public officer or employee(s), including, without limitation, the duties of the Chancellor.

F. Any action on these matters will be taken in Open Session

17. **RECONVENE OPEN MEETING** **RECOVENED OPEN MEETING 11:04 p.m.**

A. Discussion and Possible Action on Items Discussed in Executive Session.

On a motion by Trustee Dr. Katz , second by Trustee Zarate and by unanimous vote of the Board of Trustees, the following was approved:

"The board of trustees move to approve the resolution of the complaint discussed in executive session on the terms discussed in executive session."

B. Discussion and Possible Action on Items Discussed in Executive Session

On a motion by Trustee Alderete seconded by Trustee Sanchez and by unanimous vote of the Board of Trustees, the following was approved:

"The board of trustees HEREBY MOVE, that the Board of Trustees authorizes Administration to implement its October 20,2020 authorization of an amendment to the Guaranteed Maximum Price of Skanska USA Building, Inc. for the St. Philip's College Health & Wellness Building in the form of a second amendment establishing Guaranteed Maximum Price, subject to terms acceptable to District counsel."

18. **PERSONNEL**

A. Discussion and Possible Action on Establishment of Internal Revenue Code Section 401(a) Executive Salary Deferral Plan and Approval of Associated Agreements and Documentation

On a motion by Trustee Alderete seconded by Trustee Dr. Katz and by unanimous vote of the Board of Trustees, the following was approved:

"The Board hereby authorizes administration to establish an Internal Revenue Code Section 401(a) Executive Salary Deferral Plan for Chancellors, adopts the attached resolution, authorizes, without limitation, the execution of the attached adoption and interlocal agreements with Education Services Center, Region 10 to participate in its 401(a) plan, adopts the attached basic plan document and associated trust agreement, as amended, and adopts and authorizes the execution of any and all appropriate associated agreements and documentation, and all required subsequent updates, each substantially in form presented or referenced, as applicable, all as may be amended to the satisfaction of District counsel, and failing same, authorizes administration to negotiate and execute equivalent documentation with an appropriate substitute provider of such plans."

B. Discussion and Possible Action on Appointment of Full-Time Faculty

On a motion by Trustee Alderete seconded by Trustee Dr. Katz and by unanimous vote of the Board of Trustees, the following was approved:

"The Board of Trustees hereby approves the appointment of Full Time Faculty submitted by the College Presidents for the 2020-2021 academic year. Further Board action will not be required for these persons to teach in the indicated disciplines."

19. **SETTING OF NEXT MEETING DATE**

A. The next Regular Board Meeting of the Alamo Colleges Board of Trustees is scheduled for January 26, 2021.

20. **ADJOURNMENT**

There being no further business, Chair Marcelo Casillas adjourned the meeting at 11:06 p.m.

Submitted for Board Approval:

Denise Lee Administrative Assistant – Special Projects

Discussion and Possible Action on Minutes of the Special Board Meeting on December 17, 2020

Presented and recommended for approval to the ALAMO COLLEGES DISTRICT BOARD OF TRUSTEES on January 17, 2021.

MINUTE ORDER

"The minutes of the Special Board Meeting of the Board of Trustees of the Alamo Community College District held on December 17, 2020 are hereby approved."

PURPOSE

To officially approve the minutes of the Special Board Meeting on December 17, 2020

IMPLICATIONS

Financial: None

Strategic Objective III: Performance Excellence

Human Resources: None

ATTACHMENT: Minutes of Special Board Meeting on December 17, 2020

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Dr. Mike Flores, Chancellor

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT

Minutes
Alamo Colleges District
Special Meeting of the Board of Trustees,
Sitting as the Local Canvassing Authority
Via Telephone and Video Conference
San Antonio, Texas
December 17, 2020

1. **CALL TO ORDER**
Chair Marcelo S. Casillas called the meeting to order at 3:30 p.m. and announced that a quorum of board was present.

As permitted by the Texas Governor's declaration on March 16, 2020, governmental bodies may conduct meetings by telephone or video conference to advance the public health goal of limiting face-to-face meetings. This Board Meeting is being conducted by telephone conference and video conference. This meeting is accessible to the public and allows the public to participate telephonically by two-way audio conference. Any member of the public may participate in the Board Meeting by calling telephone number printed on the agenda. Additionally, the Board members, Chancellor, participating staff and attorneys will participate by video conference to facilitate the roll call, quorum, and any executive session."

2. **CERTIFICATION AND POSTING OF NOTICE**
Chair Marcelo S. Casillas announced that the notice of the Special Meeting of the Board of Trustees, Sitting as the Local Canvassing Authority has been posted in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551

3. **ROLL CALL**
The following trustees were present:
District 1 Joe V. Alderete, Vice Chari
District 3 Anna U. Bustamante, Secretary
District 4 Marcelo S. Casillas, Chair
District 5 Roberto Zárate
District 6 Dr. Gene Sprague
District 7 Dr. Yvonne Katz, Chair
District 8 Clint Kingsbery
Student Trustee Darius Martin

The following trustees were not present:
District 2 Gloria Ray
District 9 Joe Jesse Sanchez, Asst. Secretary

Presiding Administrator: Dr. Mike Flores

Chair Marcelo Casillas verified that a quorum is present to conduct this meeting and may the record reflect such.

4. **PLEDGE OF ALLEGIANCE**
   The pledge was recited.

5. **CITIZENS TO BE HEARD**
   There were no citizens to be heard.

6. **FINAL CANVASSING OF DECEMBER 12, 2020 ELECTION RETURNS**
   Discussion and Possible Action on an Order Canvassing the Returns and Declaring the Results of the December 12, 2020 ACCD Runoff Election for Trustee Positions for Districts Four and Nine and Approving Required Corollary Agreements and Actions

   On a motion by Trustee Casillas second by Trustee Dr. Katz, the following motion approved unanimously.

   "In accordance with the attached Order, the Alamo Community College District (ACCD) Board of Trustees canvasses the returns of the December 12, 2020 Runoff Election for Trustee Positions for Districts Four and Nine; declares the official Runoff Election results; declares Lorena "Lorraine" Pulido and Leslie Sachanowicz the winners for Trustee of single-member Districts Four (4) and Nine (9), respectively; and approves any other actions necessary to canvass the election results."

ACCD RUNOFF ELECTION, TRUSTEE DISTRICT 4:

	TOTAL VOTES	Vote %	Election Day Votes	Absentee Votes	Early Voting Votes
Jose "Joe" Gallegos Jr.	708	21.73%	15	634	59
Lorena "Lorraine" Pulido	2,550	78.27%	127	2,259	164

ACCD RUNOFF ELECTION, TRUSTEE DISTRICT 9:

	TOTAL VOTES	Vote%	Election Day Votes	Absentee Votes	Early Voting Votes
Leslie Sachanowicz	2,286	50.73%	75	2,057	154
Joe Jesse Sanchez	2,220	49.27%	102	1,953	165

The Board Congratulated Dr. Lorena Pulido and Mr. Leslie Sachanowicz. Trustees Dr. Lorena Pulido and Leslie Sachanowicz will be administered the Ceremonial Oath of Office at the Committee of the Whole Meeting on January 19, 2021.

7. **EXECUTIVE SESSION** **NO EXECUTIVE SESSION**
8. **RECONVENE OPEN MEETING** **NO EXECUTIVE SESSION**
9. **ADJOURNMENT**

There being no further business, Chair Marcelo Casillas adjourned at 3:45 p.m.

Submitted for Board Approval:

Denise Lee Administrative Assistant – Special Projects

Discussion and Possible Action on Acceptance of Private Gifts to the Alamo Colleges Foundation and Alamo Colleges District

Presented to the **ALAMO COLLEGES DISTRICT BOARD OF TRUSTEES** on January 26, 2021.

MINUTE ORDER

"The Board of Trustees hereby accepts this gift receipt report on the Monthly Financial Statements on private gifts made from September 1, through October 31, 2020."

PURPOSE

Provide information on donations received by the Alamo Colleges District & the Alamo Colleges Foundation, Inc.

BACKGROUND

To provide students with scholarships thereby enabling them to complete their college education and to provide faculty and staff with financial program support to further student enrichment.

IMPLICATIONS

Financial:	Total Gifts Received for the Months **$1,001,002.80**
Cost:	NA
Strategic Plan:	Goal II – Supports student success
Employee Services:	NA

ATTACHMENTS: Reports of Monthly Financial Statements on Project Activity, Private Gifts to the Alamo Colleges District, and YTD Summary Report on Private Gifts. (35 pages)



1/08/21

Sheila Marlow Due — Date
Executive Director, Institutional Advancement
Alamo Colleges District & Alamo Colleges Foundation, Inc.

Dr. Mike Flores, Chancellor

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT

OFFICE OF INSTITUTIONAL ADVANCEMENT & ALAMO COLLEGES FOUNDATION GIFTS REPORT August 2020 December 8, 2020 BOARD REPORT

Name	Soft Credit Recipient Name	Gift Date	Fund Description	Honor/Memorial Name
Fernando Acevedo		8/1/2020	DREAMers Scholarship	
Stephanie A. Acuna		8/1/2020	AlamoPROMISE Scholarship	
Leticia M. Adams		8/1/2020	President's Unrestricted SAC	
Mariano Aguilar		8/1/2020	SAC Mexican American Studies (MAS) Program	
Monica G. Aguilera		8/1/2020	Annual Fund	
Melissa D. Aguirra		8/1/2020	Non Traditional Student Scholarship (GOAL)	
Carol M. Aguirre		8/1/2020	AlamoPROMISE Scholarship	
Alamo Community College District		8/19/2020	Student Emergency Fund	
Lourdes C. Alba		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Lourdes C. Alba		8/1/2020	General SPC Scholarship	
Lisa S. Alcorta		8/1/2020	President's Unrestricted SAC	
Mona L. Aldana-Ramirez		8/1/2020	President's Unrestricted SAC	
Rebecca Alejos-Sharadin		8/1/2020	Nighthawk Nest Program	
Diane Alertas-Jacobs		8/1/2020	William C. Davis Endowed Scholarship	
Billie R. Allen		8/1/2020	SAC Student Support Fund	
Billie R. Allen		8/1/2020	Men Empowerment Network (MEN) Scholarship	
Rosalinda Almanza-Martinez		8/1/2020	Alexandria Celene Brown Memorial Scholarship 6 2020	
Rosalinda Almanza-Martinez		8/1/2020	AlamoPROMISE Scholarship	
Rosalinda Almanza-Martinez		8/1/2020	Beta Sigma Delta Chapter Endowed Scholarship	
Rosalinda Almanza-Martinez		8/1/2020	General NLC Scholarship	
Elizabeth P. Alvarado		8/1/2020	Joe & Josie Garcia Scholarship	
Elizabeth P. Alvarado		8/1/2020	SAC Student Support Fund	
Michael L. Alvarado		8/1/2020	General SPC Scholarship	
Laura A. Alvarez		8/1/2020	Lynne Dean Endowed Scholarship	
Jennifer A. Alvizo		8/1/2020	President's Unrestricted SAC	
Ameriprise Financial	John W. Koone	8/18/2020	Annual Fund	
Kirsten P. Anderson		8/1/2020	Debra A. Morgan Endowed Scholarship Permanently Restricted	
Kirsten P. Anderson		8/1/2020	Student Leadership Institute - Employee Giving Scholarship	
Vanessa L. Anderson		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Vanessa L. Anderson		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Wesley L. Anderson		8/1/2020	Debra A. Morgan Endowed Scholarship Permanently Restricted	
Wesley L. Anderson		8/1/2020	Vista Food Pantry	
Wesley L. Anderson		8/1/2020	Dennis Gittinger Endowed Scholarship for Mathematics	
Nancy N. Anguiano		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Pamela K. Ansboury		8/1/2020	General Foundation Scholarship Fund	
Laura G. Anthony		8/1/2020	AlamoPROMISE Scholarship	
Gerardo Arellano		8/1/2020	PAC SHARE Program	
Gerardo Arellano		8/1/2020	GALA PAC Scholarship	
Gregory Armstrong		8/15/2020	Ryan W. Bacorn Memorial Endowed Scholarship	Ryan W. Bacorn
Hattie C. Arnold		8/1/2020	AlamoPROMISE Scholarship	
Paula S. Arnold		8/15/2020	Ryan W. Bacorn Memorial Endowed Scholarship	Ryan W. Bacorn
Nora E. Arredondo		8/1/2020	Annual Fund	
Rosa M. Arredondo		8/1/2020	DREAMers Scholarship	
Rodell G. Asher		8/1/2020	Kevin Schantz Memorial Scholarship	
Rodell G. Asher		8/1/2020	Student Leadership Institute Scholarship	
Rodell G. Asher		8/1/2020	AlamoPROMISE Scholarship	
Rodell G. Asher		8/1/2020	Debra A. Morgan Endowed Scholarship Permanently Restricted	
Rodell G. Asher		8/1/2020	Student Leadership Institute - Employee Giving Scholarship	
Margaret K. Austin		8/3/2020	Employee Benevolence Fund	
Karla P. Avila		8/1/2020	AlamoPROMISE Scholarship	
Monica Ayala		8/1/2020	Upward Bound Bridge Scholarship	
Paloma D. Ayala		8/1/2020	President's Unrestricted SAC	
Quintin A. Babaie		8/1/2020	General NLC Scholarship	
Lisa R. Bahre		8/1/2020	General Foundation Scholarship Fund	
Lisa R. Bahre		8/1/2020	Annual Fund	
Pamela Bain		8/21/2020	San Antonio Women's Chamber of Commerce Foundation Scholarship	
Cynthia A. Baker		8/1/2020	Robert W. McGrath, Jr. Fine Arts Academy Scholarship	
Maria O. Barajas		8/1/2020	Annual Fund	
Natalie Barajas		8/1/2020	Deason Animal Hospital Scholarship	
Joan M. Barborak		8/1/2020	Debra A. Morgan Endowed Scholarship Permanently Restricted	
Dana Y. Barnes		8/1/2020	E. F. "Smiley" & Sandra Williams Endowed Scholarship	
Jessica C. Barnes		8/1/2020	PAC SHARE Program	
Stephen Bartkowski		8/1/2020	Annual Fund	
Brian E. Barwise		8/1/2020	Rea & Barbara Hinrichs Endowed Scholarship Permanently Rest	
Ricky N. Baser		8/1/2020	Vista Food Pantry	
Ricky N. Baser		8/1/2020	President's Unrestricted NVC	
Ricky N. Baser		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Ricky N. Baser		8/1/2020	Lynne Dean Endowed Scholarship	
Ricky N. Baser		8/1/2020	NVC Arts	
Ricky N. Baser		8/1/2020	NVC Fans General Support	
Shirley A. Bass-Wright		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Chris Beardsall		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Chris Beardsall		8/1/2020	General SPC Scholarship	
Lydia M. Beaver		8/1/2020	Vista Food Pantry	
Lydia M. Beaver		8/1/2020	President's Unrestricted NVC	
Gilberto Becerra		8/1/2020	General PAC Scholarship	
Gilberto Becerra		8/1/2020	AlamoPROMISE Scholarship	
Gilberto Becerra		8/1/2020	PAC SHARE Program	
Dafney D. Bell		8/1/2020	Children's Library Activity Fund	
Terry M. Bell		8/1/2020	Vista Food Pantry	
Jodi M. Bellamy		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
The Benevity Community Impact Fund	Gregory Braun	8/31/2020	Fine Arts Program	
Yvonne S. Benton		8/1/2020	SPC Alumni Association Scholarship	
Laura A. Bernal		8/1/2020	SAC Alumni Association Scholarship	
Thomas E. Billimek		8/1/2020	SAC Psychology Department Endowed Scholarship	
Thomas E. Billimek		8/1/2020	SAC Student Support Fund	
Ben T. Birkendfeld		8/1/2020	General Foundation Scholarship Fund	
Eddie A. Bishop		8/1/2020	President's Unrestricted NVC	
Eddie A. Bishop		8/1/2020	Vista Food Pantry	
Eddie A. Bishop		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Lisa V. Black		8/1/2020	SAC Student Support Fund	
Jothany Blackwood		8/1/2020	President's Unrestricted SAC	
Kelly L. Blaco		8/1/2020	General NVC Scholarship	
Kelly L. Blaco		8/1/2020	General PAC Scholarship	
Nicholas G. Blakeney		8/1/2020	GALA PAC Scholarship	
Jared G. Boggs		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Mary E. Bohn		8/1/2020	President's Unrestricted SAC	
Kristina M. Booth		8/1/2020	AlamoPROMISE Scholarship	
Suzanna C. Borawski		8/1/2020	SAC Student Support Fund	
Suzanna C. Borawski		8/1/2020	SAC Psychology Department Endowed Scholarship	
Aracely R. Bowling		8/1/2020	Annual Fund	
Gary Bowling		8/1/2020	Vista Food Pantry	
Linda L. Boyer-Owens		8/1/2020	Annual Fund	
Linda L. Boyer-Owens		8/1/2020	AlamoPROMISE Scholarship	
Margaret Boykin		8/1/2020	AlamoPROMISE Scholarship	
Monica R. Bracken-Quiles		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Shanna L. Bradford		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Kelli L. Bradshaw		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Kelli L. Bradshaw		8/1/2020	Dr. Jacqueline Claunch Legacy Endowed Formative Scholarship	
Kelli L. Bradshaw		8/1/2020	NVC Endowed Scholarship for Business Students Permanently Restricted	
Kelli L. Bradshaw		8/1/2020	Faculty Senate Endowed Scholarship	
Kelli L. Bradshaw		8/1/2020	Debra A. Morgan Endowed Scholarship Permanently Restricted	
Kelli L. Bradshaw		8/1/2020	Margaret Gittinger Endowed Scholarship	
Ronnie L. Brannon		8/1/2020	PAC SO Logistics Club	
Kenneth R. Bray		8/1/2020	General NLC Scholarship	
Luis Briceno		8/1/2020	Faculty Endowment Scholarship	
Luis Briceno		8/1/2020	Nighthawk Nest Program	
Luis Briceno		8/1/2020	Annual Fund	
Karen Briere		8/1/2020	President's Unrestricted SAC	
Phyllis Bright		8/1/2020	Annual Fund	
Mary E. Briones		8/1/2020	PAC SHARE Program	
Cynathia M. Broadnax		8/1/2020	NLC Presidential Scholars Scholarship	
Cynathia M. Broadnax		8/1/2020	Alexandria Celene Brown Memorial Scholarship 6 2020	
Cynathia M. Broadnax		8/1/2020	Nighthawk Nest Program	

Name	Soft Credit Recipient Name	Gift Date	Fund Description	Honor/Memorial Name
Cynathia M. Broadnax		8/1/2020	NLC College Mentoring Program	
Cynathia M. Broadnax		8/1/2020	NLC Annual Benefit Fund	
Cynathia M. Broadnax		8/1/2020	General NLC Scholarship	
Christina M. Brown		8/1/2020	Vista Food Pantry	
Christina M. Brown		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Holly D. Brown		8/1/2020	Nighthawk Nest Program	
Mordecai I. Brownlee		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Veronica I. Buendia		8/1/2020	Vista Food Pantry	
Veronica I. Buendia		8/1/2020	President's Unrestricted NVC	
Michelle D. Burnett		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Amy H. Burton		8/1/2020	Vista Food Pantry	
Amy H. Burton		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Gerald F. Busald		8/1/2020	Annual Fund	
John A. Cage		8/1/2020	Rea & Barbara Hinrichs Endowed Scholarship Permanently Rest	
Joan L. Camacho		8/18/2020	Ryan W. Bacorn Memorial Endowed Scholarship	Ryan W. Bacorn
Judit V. Camargo		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Judit V. Camargo		8/1/2020	Lynne Dean Endowed Scholarship	
Judit V. Camargo		8/1/2020	Vista Food Pantry	
Christina G. Cano		8/1/2020	Vista Food Pantry	
Christina G. Cano		8/1/2020	Phi Theta Kappa Food Pantry	
Maryjane J. Cardenas		8/1/2020	AlamoPROMISE Scholarship	
Daisy L. Carmona		8/1/2020	Nighthawk Nest Program	
Daisy L. Carmona		8/1/2020	Faculty Endowment Scholarship	
Belinda J. Carter		8/1/2020	Alexandria Celene Brown Memorial Scholarship 6 2020	
Camille R. Cartwright		8/1/2020	President's Unrestricted SAC	
Selso M. Casares		8/1/2020	TACHE Scholarship	
Lydia M. Casas		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Cynthia D. Casias		8/1/2020	Men Empowerment Network (MEN) Scholarship	
Nicolas E. Castanon		8/1/2020	General PAC Scholarship	
Bertha C. Castellanos		8/1/2020	Women in Transition Scholarship	
Enrique C. Castillo		8/1/2020	President's Unrestricted SAC	
Anna L. Castorena		8/1/2020	Dr. Jacqueline Claunch Legacy Endowed Formative Scholarship	
Roger M. Castro		8/1/2020	AlamoPROMISE Scholarship	
Steven B. Catlett		8/1/2020	Professional Aviation Maintenance Scholarship	
Emilia Cazares		8/1/2020	DREAMers Scholarship	
Elizabeth A. Ceballos		8/1/2020	Jane Moser Drum Encouragement Program Fund	
Scarlett R. Cena		8/1/2020	Angela de Hoyos Scholarship - Mexican American Studies Scholarship	
Zak D. Cernoch		8/1/2020	Dr. Jacqueline Claunch Legacy Endowed Formative Scholarship	
Zak D. Cernoch		8/1/2020	Debra A. Morgan Endowed Scholarship Permanently Restricted	
Reymundo Chacon		8/1/2020	President's Unrestricted SPC	
Rivera A. Chapa		8/1/2020	Beta Sigma Delta Chapter Endowed Scholarship Permanently Restricted	
Bryan A. Chase		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Bryan A. Chase		8/1/2020	General SPC Scholarship	
Bryan A. Chase		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Bryan A. Chase		8/1/2020	Ruth Jones McClendon	
Peggy B. Chavez		8/1/2020	General NLC Scholarship	
Daniel Chevez		8/1/2020	General Foundation Scholarship Fund	
Daniel Chevez		8/1/2020	Annual Fund	
Daniel Chevez		8/1/2020	AlamoPROMISE Scholarship	
Jamie Childers		8/17/2020	ECO-Centro Program	
Susan E. Chinoransky		8/1/2020	NLC Presidential Scholars Scholarship	
Gary R. Chumley		8/1/2020	NVC Arts	
Gary R. Chumley		8/1/2020	Vista Food Pantry	
Gary R. Chumley		8/1/2020	President's Unrestricted NVC	
Stella L. Cirlos		8/1/2020	President's Unrestricted SAC	
Bonnie L. Clauss		8/1/2020	President's Unrestricted SAC	
Lenell C. Clay		8/1/2020	President's Unrestricted SAC	
Virginia C. Cmontezfstbusy		8/1/2020	Vista Food Pantry	
Ann M. Coldwater		8/1/2020	President's Unrestricted SAC	
Ann M. Coldwater		8/1/2020	Child Care Center	
Grace L. Collett		8/1/2020	AlamoPROMISE Scholarship	
Amy L. Collins Montalbano		8/1/2020	NVC Arts	
Amy L. Collins Montalbano		8/1/2020	Vista Food Pantry	
Jacob P. Colunga		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Jennifer D. Comedy-Holmes		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Jennifer D. Comedy-Holmes		8/1/2020	Vista Food Pantry	
Jennifer D. Comedy-Holmes		8/1/2020	President's Unrestricted NVC	
Anonymous		8/1/2020	President's Unrestricted SAC	
Anonymous		8/1/2020	SAC Student Support Fund	
Dora A. Contreras		8/4/2020	PAC SHARE Program	
Jessica A. Cooper		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Jessica A. Cooper		8/1/2020	General SPC Scholarship	
Joseph Coppola		8/1/2020	PAC SHARE Program	
Eloisa Cordova		8/1/2020	DREAMers Scholarship	
Eloisa Cordova		8/1/2020	TACHE Scholarship	
Erica M. Cortez		8/1/2020	President's Unrestricted SAC	
Francisco Cortez		8/1/2020	AlamoPROMISE Scholarship	
Trina D. Cowan		8/1/2020	Psychology Department Scholarship	
Thomas R. Cox		8/1/2020	Rea & Barbara Hinrichs Endowed Scholarship Permanently Rest	
Tiffany T. Cox		8/1/2020	SAC Student Support Fund	
Kahala A. Crayton		8/1/2020	Student Leadership Institute - Employee Giving Scholarship	
Lioyd G. Crenwelge		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Sharon A. Crockett-Ray		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Yolanda R. Crooms		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Yolanda R. Crooms		8/1/2020	Robert W. McGrath Jr. Program Support	
Tomeka Cross		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Tonya R. Crowley		8/1/2020	President's Unrestricted SAC	
Tonya R. Crowley		8/1/2020	Women in Transition Scholarship	
Tonya R. Crowley		8/1/2020	SAC Student Support Fund	
Carlos E. Cruz		8/1/2020	PAC SHARE Program	
Clarissa J. Cruz		8/1/2020	General SPC Scholarship	
Jessica S. Cruz		8/1/2020	General Foundation Scholarship Fund	
Jessica S. Cruz		8/1/2020	AlamoPROMISE Scholarship	
Jessica S. Cruz		8/1/2020	Financial Literacy Program	
Betty H. Cunningham		8/1/2020	President's Unrestricted NVC	
Heather L. Cura		8/1/2020	AlamoPROMISE Scholarship	
Ruth A. Dalrymple		8/1/2020	AlamoPROMISE Scholarship	
Ruth A. Dalrymple		8/1/2020	General Foundation Scholarship Fund	
Ruth A. Dalrymple		8/1/2020	Annual Fund	
Patrick F. Daniels		8/1/2020	SPC Alumni Association Scholarship	
Betty D. Davidson		8/1/2020	Nighthawk Nest Program	
Martin D. Davila		8/1/2020	First Responders Academy-Formative Endowment	
Bruce A. Davis		8/1/2020	David E Mrizek FORMATIVE Endowed Scholarship Fund	
Bruce A. Davis		8/1/2020	Dr. Alice Johnson Children's Library	
Bruce A. Davis		8/1/2020	Tiana Spivey RTF Endowed Scholarship	
Bruce A. Davis		8/1/2020	Fredric A. Weiss Memorial Scholarship	
Bruce A. Davis		8/1/2020	President's Unrestricted SAC	
Rose M. Davis		8/1/2020	PAC SHARE Program	
Randall N. Dawson		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Randall N. Dawson		8/1/2020	SPC President's Student Aid Fund	
Randall N. Dawson		8/1/2020	SPC Homebuilding Scholarship	
Randall N. Dawson		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Randall N. Dawson		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Mary E. Dayton		8/1/2020	President's Unrestricted SAC	
Leticia P. De La Rosa		8/1/2020	President's Unrestricted PAC	
Maria E. De Leon		8/1/2020	General Foundation Scholarship Fund	
Maria E. De Leon		8/1/2020	Annual Fund	
Maria O. De Los Reyes		8/1/2020	Women in Transition Scholarship	
Edinir E. de Oliveira		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Edinir E. de Oliveira		8/1/2020	Dr. Lanier Byrd Endowed Scholarship	
Edlyn S. De Oliveira		8/1/2020	Music Program SAC	
Edlyn S. De Oliveira		8/1/2020	PAC SHARE Program	
Rosalind K. De Trevino		8/1/2020	AlamoPROMISE Scholarship	
Rosalind K. De Trevino		8/1/2020	President's Unrestricted SAC	

Name	Soft Credit Recipient Name	Gift Date	Fund Description	Honor/Memorial Name
Luanne T. Decker		8/1/2020	Phi Theta Kappa Food Pantry	
Rachel Del Rio		8/1/2020	General SAC Scholarship	
Nancy G. Delacerda		8/1/2020	NVC Arts	
Nancy G. Delacerda		8/1/2020	Lynne Dean Endowed Scholarship	
Nancy G. Delacerda		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Anna L. Delgado		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Vanessa A. Demont		8/1/2020	NLC Presidential Scholars Scholarship	
Caprice L. Diaz		8/1/2020	President's Unrestricted SAC	
Cristella R. Diaz		8/1/2020	General NLC Scholarship	
Mariana A. Diaz		8/1/2020	President's Unrestricted PAC	
Mariana A. Diaz		8/1/2020	Janet H. Rangel Memorial Scholarship	
Mariana A. Diaz		8/1/2020	PAC SHARE Program	
Aaron J. Dickerson		8/1/2020	President's Unrestricted SPC	
Gwendolyn S. Diggs-Black		8/1/2020	President's Unrestricted SAC	
Jaclyn G. Dinscore		8/1/2020	General PAC Scholarship	
Suzette A. Dooley		8/1/2020	AlamoPROMISE Scholarship	
Katherine B. Doss		8/1/2020	PAC SHARE Program	
Tangila C. Dove		8/1/2020	E. F. "Smiley" & Sandra Williams Endowed Scholarship	
Tangila C. Dove		8/1/2020	President's Unrestricted NLC	
Cheryl A. Drake		8/1/2020	Annual Fund	
Annette Duenes		8/1/2020	SPC Alumni Association Scholarship	
Paul S. Dunn		8/1/2020	Annual Fund	
Paul S. Dunn		8/1/2020	AlamoPROMISE Scholarship	
Catherine A. Edmonds		8/1/2020	General SPC Scholarship	
Yael H. Edrey		8/1/2020	Vista Food Pantry	
Jennifer L. Ellison		8/1/2020	General PAC Scholarship	
Jennifer L. Ellison		8/1/2020	PAC SHARE Program	
Dawn L. Elmore		8/1/2020	James C. Elmore II Memorial Art Scholarship	
James C. Elmore		8/31/2020	James C. Elmore II Memorial Art Scholarship	James C. Elmore
Julie A. Engel		8/1/2020	AlamoPROMISE Scholarship	
Julie A. Engel		8/1/2020	Strategies for Success - Grant in Aid Scholarship	
Lee A. Epstein		8/1/2020	MAS Scholarship	
Frances D. Ervin		8/3/2020	Student Emergency Fund	
Lisa M. Erwin		8/1/2020	AlamoPROMISE Scholarship	
Anonymous		8/1/2020	Faculty Endowment Scholarship	
Anonymous		8/1/2020	Nighthawk Nest Program	
Stacy Y. Evans		8/1/2020	AlamoPROMISE Scholarship	
William J. Fanning		8/1/2020	Nighthawk Nest Program	
William J. Fanning		8/1/2020	Faculty Endowment Scholarship	
Raquel Farias		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Richard H. Farias		8/1/2020	President's Unrestricted SAC	
Richard H. Farias		8/1/2020	AlamoPROMISE Scholarship	
Richard H. Farias		8/13/2020	Student Emergency Fund	
Rudy R. Farias		8/1/2020	President's Unrestricted NLC	
Maria T. Farias-Hudson		8/1/2020	President's Unrestricted SAC	
Syeda B. Farooq		8/1/2020	Vista Food Pantry	
Ana R. Fernandez		8/1/2020	Annual Fund	
Anna Lisa Fernandez		8/1/2020	Children's Library Activity Fund	
Anna Lisa Fernandez		8/6/2020	PAC SHARE Program	
Donald S. Fernandez		8/1/2020	Gene Haas Foundation Scholarship	
Donald S. Fernandez		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Sandra M. Figueroa		8/1/2020	Ray Ellison Family Center	
Daniel B. Flores		8/1/2020	SAC Student Support Fund	
Georgia L. Flores		8/1/2020	Nighthawk Nest Program	
Georgia L. Flores		8/1/2020	President's Unrestricted NLC	
Jennifer L. Flores		8/1/2020	General PAC Scholarship	
Jennifer L. Flores		8/6/2020	PAC SHARE Program	
Jennifer L. Flores		8/1/2020	PAC SHARE Program	
Jorge R. Flores		8/1/2020	President's Unrestricted SPC	
Julieta Flores		8/1/2020	Vista Food Pantry	
Julieta Flores		8/1/2020	Annual Fund	
Julieta Flores		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Kimberly S. Flores		8/1/2020	AlamoPROMISE Scholarship	
Oscar R. Flores		8/1/2020	General Foundation Scholarship Fund	
Ruben M. Flores		8/1/2020	AlamoPROMISE Scholarship	
Ruben M. Flores		8/1/2020	Ruben P. Flores Endowed Scholarship	
Ruben M. Flores		8/1/2020	PAC Adult Learning Academy GED Fundraiser	
Vanessa S. Flores		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Pamela A. Floyd		8/1/2020	President's Unrestricted NVC	
Tracy Floyd		8/1/2020	Nighthawk Nest Program	
Patrick R. Fontenot		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Yvonne T. Forey		8/1/2020	PAC SHARE Program	
Yvonne T. Forey		8/1/2020	Faculty Staff Memorial Scholarship PAC	
Yvonne T. Forey		8/1/2020	General PAC Scholarship	
Yvonne T. Forey		8/1/2020	GALA PAC Scholarship	
Yvonne T. Forey		8/1/2020	President's Unrestricted PAC	
Pamela B. Foster		8/1/2020	GALA PAC Scholarship	
Pamela B. Foster		8/6/2020	PAC SHARE Program	
Pamela B. Foster		8/1/2020	PAC SHARE Program	
Nicole M. France		8/1/2020	President's Unrestricted SAC	
Kathryn A. Freeman		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Kathryn A. Freeman		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Karl R. Frey		8/1/2020	Faculty Endowment Scholarship	
Karl R. Frey		8/1/2020	Beta Sigma Delta Chapter Endowed Scholarship Permanently Restricted	
Pamela M. Frias		8/1/2020	SAC Student Support Fund	
Irene C. Fuentes		8/1/2020	President's Unrestricted SAC	
Douglas A. Gable		8/1/2020	SPC Alumni Association Scholarship	
Lawrence A. Gable		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Lawrence A. Gable		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Lawrence A. Gable		8/1/2020	General SPC Scholarship	
Lawrence A. Gable		8/1/2020	Ruth Jones McClendon	
Lawrence A. Gable		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Michelle A. Gable		8/1/2020	President's Unrestricted SAC	
Deborah L. Gaitan		8/1/2020	Vista Food Pantry	
Deborah L. Gaitan		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Deborah L. Gaitan		8/1/2020	Dr. Jacqueline Claunch Legacy Endowed Formative Scholarship	
Mia L. Gallegos		8/1/2020	President's Unrestricted SAC	
Edward S. Galvan		8/1/2020	AlamoPROMISE Scholarship	
Hope G. Galvan-Mccall		8/1/2020	Janet H. Rangel Memorial Scholarship	
Arlae C. Gamez Luna		8/1/2020	President's Unrestricted SAC	
Amparo R. Garcia		8/1/2020	President's Unrestricted NVC	
Amparo R. Garcia		8/1/2020	Vista Food Pantry	
Amparo R. Garcia		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Amparo R. Garcia		8/1/2020	NVC Fans General Support	
Ana D. Garcia		8/1/2020	AlamoPROMISE Scholarship	
Ana D. Garcia		8/1/2020	Annual Fund	
Ana D. Garcia		8/1/2020	General Foundation Scholarship Fund	
Corina R. Garcia		8/1/2020	General Foundation Scholarship Fund	
Corina R. Garcia		8/1/2020	MAS Scholarship	
Elise L. Garcia		8/1/2020	OZUNA LRC Children's Library	
Migdalia Garcia		8/1/2020	Vista Food Pantry	
Migdalia Garcia		8/1/2020	Dr. Jacqueline Claunch Legacy Endowed Formative Scholarship	
Migdalia Garcia		8/1/2020	Lynne Dean Endowed Scholarship	
Ofelia B. Garcia		8/1/2020	International Education Scholarship	
Anonymous		8/1/2020	President's Unrestricted NLC	
Anonymous		8/1/2020	AlamoPROMISE Scholarship	
Anonymous		8/1/2020	NLC Presidential Scholars Scholarship	
Victor L. Garcia		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Victor L. Garcia		8/1/2020	Vista Food Pantry	
Vincent J. Garcia		8/1/2020	General SPC Scholarship	
Vincent J. Garcia		8/1/2020	Alamo Area Hospitality Association Endowed Scholarship Permanently Restricted	
Vincent J. Garcia		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Vincent J. Garcia		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Ana L. Garza		8/1/2020	President's Unrestricted SPC	

Name	Soft Credit Recipient Name	Gift Date	Fund Description	Honor/Memorial Name
Bridgedette A. Garza		8/1/2020	Janet H. Rangel Memorial Scholarship	
Diann Garza		8/1/2020	St. Philip's College Nursing Education Department Faculty Memoriam Scholarship	
Elena S. Garza		8/1/2020	Deason Animal Hospital Scholarship	
Elena S. Garza		8/1/2020	GALA PAC Scholarship	
Giovanni B. Garza		8/1/2020	President's Unrestricted SAC	
Leticia I. Garza		8/1/2020	SPC Homebuilding Scholarship	
Linda T. Garza		8/1/2020	Annual Fund	
Mellisa J. Garza		8/1/2020	President's Unrestricted PAC	
Robert L. Garza		8/1/2020	President's Unrestricted PAC	
Robert L. Garza		8/1/2020	President's Unrestricted PAC	
Robert L. Garza		8/1/2020	AlamoPROMISE Scholarship	
Sandra D. Garza		8/1/2020	MAS Scholarship	
Lucy M. Gauna		8/1/2020	Dr. Jacqueline Claunch Legacy Endowed Formative Scholarship	
Lucy M. Gauna		8/1/2020	AlamoPROMISE Scholarship	
Lucy M. Gauna		8/1/2020	Lynne Dean Endowed Scholarship	
Lucy M. Gauna		8/1/2020	Debra A. Morgan Endowed Scholarship Permanently Restricted	
Lucy M. Gauna		8/1/2020	Vista Food Pantry	
Diana Gavin		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Diana Gavin		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Diana Gavin		8/1/2020	AlamoPROMISE Scholarship	
Edward D. Gayden		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Deborah A. Gee		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Genesis Professional Solutions		8/26/2020	NVC Business Council General Support	
Leslie B. Germer		8/1/2020	NLC Presidential Scholars Scholarship	
Leslie B. Germer		8/1/2020	Nighthawk Nest Program	
Leslie B. Germer		8/1/2020	President's Unrestricted NLC	
Brandon J. Gillespie		8/1/2020	Faculty Endowment Scholarship	
Elizabeth R. Ginn		8/1/2020	Jason DeLecour Endowed Scholarship for International Studies	
Charles M. Glade		8/1/2020	NLC College Mentoring Program	
Jose Gloria		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Jose Gloria		8/1/2020	Janet H. Rangel Memorial Scholarship	
Maria G. Godina		8/1/2020	Jessica's Project	
Maria G. Godina		8/1/2020	AlamoPROMISE Scholarship	
Deretha R. Goforth		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Deretha R. Goforth		8/1/2020	William C. Davis Endowed Scholarship	
Cressida Goloby		8/1/2020	General Foundation Scholarship Fund	
Anonymous		8/1/2020	General SPC Scholarship	
Anonymous		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Steven E. Gonzales		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Steven E. Gonzales		8/1/2020	NVC Arts	
Steven E. Gonzales		8/1/2020	Dennis Gittinger Endowed Scholarship for Mathematics	
Steven E. Gonzales		8/1/2020	Debra A. Morgan Endowed Scholarship Permanently Restricted	
Steven E. Gonzales		8/1/2020	President's Unrestricted NVC	
Anonymous		8/1/2020	Vista Food Pantry	
Erron Y. Gonzalez		8/1/2020	GALA PAC Scholarship	
Jerardo Gonzalez		8/1/2020	AlamoPROMISE Scholarship	
Patricia Gonzalez		8/1/2020	President's Unrestricted SAC	
Corina Gonzalez-Stout		8/1/2020	MAS Scholarship	
Gorman Foundation		8/5/2020	Gorman Foundation Scholarship	
Amanda M. Gorrell		8/1/2020	Vista Food Pantry	
Jasmyne L. Graybill		8/1/2020	Faculty Endowment Scholarship	
Carla P. Greszler-Gomez		8/1/2020	Vista Food Pantry	
Carla P. Greszler-Gomez		8/1/2020	MAS Scholarship	
Carla P. Greszler-Gomez		8/1/2020	NVC Arts	
Irene Griest		8/10/2020	NVC Arts	Debra A. Morgan
Geraldo R. Guerra		8/1/2020	Men Empowerment Network (MEN) Scholarship	
Geraldo R. Guerra		8/1/2020	SAC Wilderness Program	
Geraldo R. Guerra		8/1/2020	President's Unrestricted SAC	
Gloria M. Guerra		8/1/2020	Jessica's Project	
Gloria M. Guerra		8/1/2020	Developmental Math Fund	
Gloria M. Guerra		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Yalitza P. Guerra		8/1/2020	MAS Scholarship	
Yalitza P. Guerra		8/1/2020	Debra A. Morgan Endowed Scholarship Permanently Restricted	
Melissa A. Guerrero		8/1/2020	Annual Fund	
Melissa A. Guerrero		8/1/2020	AlamoPROMISE Scholarship	
Nina A. Guerrero		8/1/2020	Women in Transition Scholarship	
Russell Guerrero		8/1/2020	Women in Transition Scholarship	
Russell Guerrero		8/1/2020	SAC Student Support Fund	
Russell Guerrero		8/1/2020	President's Unrestricted SAC	
Graciela P. Gutierrez		8/1/2020	President's Unrestricted SAC	
Marsha P. Hall		8/1/2020	President's Unrestricted SPC	
Marsha P. Hall		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Marsha P. Hall		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Betsy Hamilton		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Sabrina I. Hammel		8/1/2020	Nighthawk Nest Program	
Lacy Hampton		8/1/2020	William C. Davis Endowed Scholarship	
Lacy Hampton		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Lacy Hampton		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Lacy Hampton		8/1/2020	Ruth Jones McClendon	
Sandra D. Hansen		8/1/2020	President's Unrestricted SAC	
John Haral		8/1/2020	Professional Aviation Maintenance Scholarship	
Caroline V. Haring		8/1/2020	General PAC Scholarship	
Caroline V. Haring		8/6/2020	PAC SHARE Program	
Caroline V. Haring		8/1/2020	PAC SHARE Program	
Konnie A. Harper		8/1/2020	Norm and Fran Gustafson Endowed Scholarship for Culinary Arts	
Kenneth E. Harris		8/1/2020	General PAC Scholarship	
Christopher R. Harrison		8/1/2020	Vista Food Pantry	
Anonymous		8/1/2020	Nighthawk Nest Program	
E. A. Harwin		8/1/2020	Jack Stone Endowed Music Scholarship	
E. A. Harwin		8/1/2020	NVC Arts	
Keith R. Haye		8/1/2020	Jessica's Project	
Harold D. Heath		8/1/2020	Professional Aviation Maintenance Scholarship	
Emily R. Hernandez		8/1/2020	Disabled Student Program Fund	
Hector M. Hernandez		8/1/2020	General Foundation Scholarship Fund	
Hector M. Hernandez		8/1/2020	Annual Fund	
Hector M. Hernandez		8/1/2020	AlamoPROMISE Scholarship	
John G. Hernandez		8/1/2020	Annual Fund	
Mandy S. Hernandez		8/1/2020	President's Unrestricted SAC	
Mandy S. Hernandez		8/1/2020	Music Program SAC	
Mandy S. Hernandez		8/1/2020	Art Department Gift Fund Program	
Marilyn Hernandez		8/1/2020	Palo Alto Alumni Y Amigos Association Scholarship	
Diane C. Hester		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Diane C. Hester		8/1/2020	Ruth Jones McClendon	
Phillip L. Hicks		8/1/2020	President's Gala & 5K	
Phillip L. Hicks		8/1/2020	E. F. "Smiley" & Sandra Williams Endowed Scholarship	
Phillip L. Hicks		8/1/2020	Nighthawk Nest Program	
Carolyn J. Hilton		8/1/2020	Rea & Barbara Hinrichs Endowed Scholarship Permanently Rest	
Lewis R. Hinojosa		8/1/2020	AlamoPROMISE Scholarship	
Mark D. Hogensen		8/1/2020	Presidential PAC Scholars Scholarship	
Regina J. Horne-Espree		8/1/2020	Beta Sigma Delta Chapter Endowed Scholarship Permanently Restricted	
Margaret M. Houser		8/1/2020	Ruth Jones McClendon	
Jennifer R. Huebenthal		8/1/2020	PAC SHARE Program	
Jennifer R. Huebenthal		8/1/2020	General PAC Scholarship	
Jennifer R. Huebenthal		8/1/2020	Upward Bound Bridge Scholarship	
Baldomero Ibarra		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Leroy Ibarra		8/1/2020	AlamoPROMISE Scholarship	
Leroy Ibarra		8/1/2020	General PAC Scholarship	
Leticia C. Inocencio		8/1/2020	Palo Alto Alumni Y Amigos Association Scholarship	
Lawrence L. Irvin		8/1/2020	General Foundation Scholarship Fund	
Timmy E. Ivory		8/1/2020	President's Unrestricted PAC	
Adrian Jackson		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Adrian Jackson		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Adrian Jackson		8/1/2020	General SPC Scholarship	
Adrian Jackson		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	

Name	Soft Credit Recipient Name	Gift Date	Fund Description	Honor/Memorial Name
John T. Jacobs		8/1/2020	NLC College Mentoring Program	
Elaine D. Jansky		8/1/2020	Vista Food Pantry	
Elaine D. Jansky		8/1/2020	NVC Arts	
Gina M. Jasso		8/1/2020	General SPC Scholarship	
Gina M. Jasso		8/1/2020	SPC Alumni Association Scholarship	
Richard L. Jewell		8/1/2020	Professional Aviation Maintenance Scholarship	
Ruben Jimene		8/1/2020	St. Philip's College Nursing Education Department Faculty Memoriam Scholarship	
George H. Johnson		8/1/2020	President's Unrestricted SPC	
Janae W. Johnson		8/1/2020	President's Unrestricted SAC	
Sarah S. Jones		8/1/2020	President's Unrestricted SAC	
Sarah S. Jones		8/1/2020	Annual Fund	
Sarah S. Jones		8/1/2020	AlamoPROMISE Scholarship	
Thermajean Jones		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Thermajean Jones		8/1/2020	St. Philip's College Nursing Education Department Faculty Memoriam Scholarship	
Thermajean Jones		8/1/2020	Ruth Jones McClendon	
Thermajean Jones		8/1/2020	Financial Literacy Program	
Thermajean Jones		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Timothy A. Jones		8/1/2020	Fine & Performing Arts Endowed Scholarship	
Allison Joubert		8/1/2020	Jessica's Project	
Allison Joubert		8/1/2020	VOTC Veterans Outreach & Transition Center Program	
Allison Joubert		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Allison Joubert		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Linda K. Juenke		8/1/2020	President's Unrestricted SAC	
Jonathan Kang		8/1/2020	AlamoPROMISE Scholarship	
Susan G. Kazen		8/1/2020	Faculty Endowment Scholarship	
Susan G. Kazen		8/1/2020	Nighthawk Nest Program	
Mary A. Kelaita		8/1/2020	General SPC Scholarship	
Diana C. Kersey		8/1/2020	Vista Food Pantry	
Diana C. Kersey		8/1/2020	Permanent Art Collection Endowment	
Diana C. Kersey		8/1/2020	NVC Arts	
Sobia Khan		8/1/2020	Women in Transition Scholarship	
Sobia Khan		8/1/2020	President's Unrestricted SAC	
Felicia King		8/1/2020	Vista Food Pantry	
Felicia King		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Gary F. King		8/1/2020	General SPC Scholarship	
Gary F. King		8/1/2020	Annual Fund	
Gary F. King		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Gary F. King		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Julie Kirkland-Poirier		8/1/2020	Nighthawk Nest Program	
Steven A. Kolnes		8/1/2020	Vista Food Pantry	
Steven A. Kolnes		8/1/2020	President's Unrestricted NVC	
Todd A. Kopas		8/1/2020	Annual Fund	
Anonymous		8/1/2020	STEM SPC Scholarship	
Anonymous		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Anonymous		8/1/2020	SPC President's Student Aid Fund	
Conrad D. Krueger		8/1/2020	President's Unrestricted SAC	
Anna M. Kuwamura		8/1/2020	PAC Adult Learning Academy GED Scholarship	
Patricia A. Lamson		8/1/2020	President's Unrestricted SPC	
Josephine H. Lara		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Josephine H. Lara		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Josephine H. Lara		8/1/2020	General SPC Scholarship	
Josephine H. Lara		8/1/2020	Annual Fund	
Anonymous		8/3/2020	Annual Fund	
George R. Laughead		8/1/2020	Annual Fund	
Wesley B. Lay		8/1/2020	Ruth Jones McClendon	
Javier L. Leal		8/1/2020	AlamoPROMISE Scholarship	
Javier L. Leal		8/1/2020	DREAMers Scholarship	
Javier L. Leal		8/1/2020	Nighthawk Nest Program	
Paul B. Lede		8/1/2020	General SPC Scholarship	
Julian Ledesma		8/6/2020	PAC SHARE Program	
Minkyung Lee		8/1/2020	President's Unrestricted NVC	
Patrick R. Lee		8/1/2020	General PAC Scholarship	
Patrick R. Lee		8/1/2020	PAC SHARE Program	
Judah M. Leggett		8/1/2020	Annual Fund	
Elizabeth Leon		8/1/2020	STEM SPC Scholarship	
Juanita I. Lewis		8/1/2020	Annual Fund	
Juanita I. Lewis		8/1/2020	General Foundation Scholarship Fund	
Juanita I. Lewis		8/1/2020	AlamoPROMISE Scholarship	
Maria C. Limon-Montalvo		8/1/2020	AlamoPROMISE Scholarship	
Samuel A. Longoria		8/1/2020	President's Unrestricted PAC	
Gina M. Lopez		8/1/2020	AlamoPROMISE Scholarship	
Jessica A. Lopez		8/1/2020	STEM SPC Scholarship	
Kristina S. Lopez		8/1/2020	General Foundation Scholarship Fund	
Kristina S. Lopez		8/1/2020	Disabled Student Program Fund	
Kristina S. Lopez		8/1/2020	San Antonio College Endowment Fund	
Kristina S. Lopez		8/1/2020	Phi Theta Kappa Food Pantry	
Mateo M. Lopez		8/1/2020	SPC Early College High School/AT&T Foundation Program	
Sandra Lopez		8/1/2020	AlamoPROMISE Scholarship	
Sandra Lopez		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Teresa B. Lopez		8/1/2020	AlamoPROMISE Scholarship	
Adena W. Loston		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Stella Lovato		8/1/2020	President's Unrestricted SAC	
Donald R. Lucas		8/1/2020	Psychology Department Scholarship	
Jacqueline Lucero		8/1/2020	Annual Fund	
Alexandro M. Luna		8/1/2020	PAC SHARE Program	
Robin L. Lund		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Robin L. Lund		8/1/2020	Lynne Dean Endowed Scholarship	
Robin L. Lund		8/1/2020	Dr. Jacqueline Claunch Legacy Endowed Formative Scholarship	
Thomas D. Lutzenberger		8/1/2020	Vista Food Pantry	
Sabrina D. Macal-Polasek		8/1/2020	President's Unrestricted SAC	
Paul A. Machen		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Paul A. Machen		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Eric N. Madrid		8/1/2020	General Foundation Scholarship Fund	
Cindy L. Magruder		8/1/2020	Vista Food Pantry	
Caroline Mains		8/1/2020	General PAC Scholarship	
Jason M. Malcolm		8/1/2020	Beta Sigma Delta Chapter Endowed Scholarship Permanently Restricted	
Gerald F. Manahan		8/1/2020	Dr. Alice Johnson Children's Library	
David Mancha		8/1/2020	General Foundation Scholarship Fund	
Ellen M. Manchester		8/1/2020	Vista Food Pantry	
Loretta B. Manning		8/1/2020	Janet H. Rangel Memorial Scholarship	
Estela Marin		8/1/2020	PAC SHARE Program	
Jonathan R. Marin		8/1/2020	AlamoPROMISE Scholarship	
Jonathan R. Marin		8/1/2020	Annual Fund	
Jonathan R. Marin		8/1/2020	General Foundation Scholarship Fund	
Viviane Marioneaux-Maguire		8/1/2020	NVC Digital Media Student Program Support	
Sheila R. Marlow Due		8/1/2020	AlamoPROMISE Scholarship	
Mary M. Marlowe		8/1/2020	NVC Arts	
Mary M. Marlowe		8/1/2020	Vista Food Pantry	
Delilah L. Marquez		8/1/2020	PAC SHARE Program	
Deborah M. Martin		8/1/2020	General Foundation Scholarship Fund	
Louisa P. Martin		8/1/2020	AlamoPROMISE Scholarship	
Alice Martinez		8/1/2020	Vista Food Pantry	
Brenda Martinez		8/1/2020	President's Unrestricted SAC	
Jacob-Aidan I. Martinez		8/1/2020	Men Empowerment Network (MEN) Scholarship	
Mark E. Martinez		8/1/2020	AlamoPROMISE Scholarship	
Paul G. Martinez		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Paul G. Martinez		8/1/2020	Vista Food Pantry	
Richard Martinez		8/1/2020	President's Unrestricted NVC	
Roberto C. Martinez		8/1/2020	AlamoPROMISE Scholarship	
Vincent E. Martinez		8/1/2020	President's Unrestricted SAC	
Barbara J. Mayo		8/1/2020	International Education Scholarship	
Barbara J. Mayo		8/1/2020	NLC College Mentoring Program	
Thomas N. Mc Crary		8/1/2020	James C. Elmore II Memorial Art Scholarship	
Sam H. McCall		8/1/2020	General SPC Scholarship	

Name	Soft Credit Recipient Name	Gift Date	Fund Description	Honor/Memorial Name
Sam H. McCall		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Sam H. McCall		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Sam H. McCall		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Sam H. McCall		8/1/2020	Ruth Jones McClendon	
Heather A. McCreery		8/1/2020	Vista Food Pantry	
Lisa K. McDaniel		8/1/2020	Vista Food Pantry	
Lisa K. McDaniel		8/1/2020	President's Unrestricted NVC	
Michael E. McDowell		8/1/2020	Faculty Endowment Scholarship	
Mcliff Partners Ltd.		8/21/2020	General Foundation Scholarship Fund	
Fiona M. McWilliam		8/1/2020	General NVC Scholarship	
Fiona M. McWilliam		8/1/2020	President's Unrestricted NVC	
Fiona M. McWilliam		8/1/2020	Vista Food Pantry	
Gina L. Mealey		8/1/2020	Faculty Endowment Scholarship	
Danielle E. Medina		8/1/2020	PAC SHARE Program	
Isidro Medina		8/1/2020	AlamoPROMISE Scholarship	
Isidro Medina		8/1/2020	General Foundation Scholarship Fund	
Isidro Medina		8/1/2020	Annual Fund	
Susan E. Medina		8/1/2020	CPS Energy-OCI Solar Power Renewable Energy Scholarship	
Susan E. Medina		8/1/2020	STEM SPC Scholarship	
Susan E. Medina		8/1/2020	Developmental Math Fund	
Jennifer L. Mejia		8/1/2020	AlamoPROMISE Scholarship	
Jennifer L. Mejia		8/1/2020	PAC SHARE Program	
Melissa M. Mendez		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Melissa M. Mendez		8/1/2020	MAS Scholarship	
Melissa M. Mendez		8/1/2020	Vista Food Pantry	
Melissa M. Mendez		8/1/2020	Library Media Center NVC	
Melissa M. Mendez		8/1/2020	General NVC Scholarship	
Cynthia Mendiola-Perez		8/1/2020	Annual Fund	
Cynthia Mendiola-Perez		8/1/2020	Janet H. Rangel Memorial Scholarship	
Cynthia Mendiola-Perez		8/1/2020	Joe & Josie Garcia Scholarship	
Cynthia Mendiola-Perez		8/1/2020	AlamoPROMISE Scholarship	
Rosa H. Mesa-Sutton		8/1/2020	General PAC Scholarship	
Erica N. Meza		8/1/2020	PAC SHARE Program	
Tammy L. Micallef		8/1/2020	President's Unrestricted SAC	
Deborah A. Middleton		8/1/2020	SAC Women's Center GED Scholarship	
Alissia M. Miles		8/1/2020	NLC College Mentoring Program	
Allen C. Miller		8/1/2020	Nighthawk Nest Program	
Kathryn J. Miller		8/1/2020	Annual Fund	
Stephen D. Minor		8/1/2020	AlamoPROMISE Scholarship	
Erin S. Miranda		8/1/2020	General Foundation Scholarship Fund	
MM Creative, LLC	Martha L. Martinez-Flores	8/6/2020	Student Emergency Fund	
Joy R. Moczygemba		8/1/2020	Faculty Endowment Scholarship	
Sitakanta Mohanty		8/1/2020	President's Unrestricted PAC	
Sitakanta Mohanty		8/1/2020	PAC SHARE Program	
Suzel M. Molina		8/1/2020	Jason DeLecour Endowed Scholarship for International Studies	
Timothy C. Molina		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Timothy C. Molina		8/1/2020	President's Unrestricted NVC	
Timothy C. Molina		8/1/2020	Vista Food Pantry	
Melissa Monroe-Young		8/1/2020	Vista Food Pantry	
Patricia H. Montoya		8/1/2020	Palo Alto Alumni Y Amigos Association Scholarship	
Adam R. Moore		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Lia M. Moore-Lamm		8/1/2020	Nighthawk Nest Program	
Lia M. Moore-Lamm		8/1/2020	General NLC Scholarship	
Destiny D. Moreno		8/6/2020	PAC SHARE Program	
Michael J. Moreno		8/1/2020	AlamoPROMISE Scholarship	
Michael J. Moreno		8/1/2020	Student Leadership Institute - Employee Giving Scholarship	
RoseMarie Moreno		8/1/2020	Annual Fund	
Cindy L. Morgan		8/4/2020	PAC SHARE Program	
Sammi M. Morrill		8/1/2020	AlamoPROMISE Scholarship	
Adam S. Moya		8/1/2020	STEM SPC Scholarship	
Dorothy J. Mundine		8/17/2020	Student Emergency Fund	
Mario Muniz		8/1/2020	General Foundation Scholarship Fund	
Minerva Muniz		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Mandy A. Munoz		8/1/2020	Juan Ortiz Mariachi Academy Scholarship	
Mandy A. Munoz		8/1/2020	PAC SHARE Program	
Thomas Y. Murguia		8/1/2020	Roger B. Bailey Endowed Memorial Scholarship	
Thomas Y. Murguia		8/1/2020	Raul S. Murguia Presidential Honors Endowed Scholarship Permanently Restricted	
Bobbie E. Myatt		8/1/2020	Nighthawk Nest Program	
Bobbie E. Myatt		8/1/2020	AlamoPROMISE Scholarship	
Bobbie E. Myatt		8/1/2020	President's Gala & 5K	
Prakash N. Nair		8/1/2020	Vista Food Pantry	
Esmeralda G. Nandin		8/1/2020	President's Unrestricted SAC	
Solomon K. Nfor		8/1/2020	Jessica's Project	
Lori Nicholas		8/1/2020	General Foundation Scholarship Fund	
Lori Nicholas		8/1/2020	Vista Food Pantry	
Alma R. Nino		8/1/2020	President's Unrestricted SAC	
Valerie Noel		8/1/2020	Empowerment Center Program	
Paul J. Northway		8/1/2020	NVC Arts	
Christian C. Nunnelee		8/1/2020	Professional Aviation Maintenance Scholarship	
Rhonda M. O'Cana		8/1/2020	General PAC Scholarship	
Maria Catherine A. Obien		8/1/2020	Debra A. Morgan Endowed Scholarship Permanently Restricted	
Maria Catherine A. Obien		8/1/2020	Annual Fund	
Maria Catherine A. Obien		8/1/2020	Dennis Gittinger Endowed Scholarship for Mathematics	
Maria Catherine A. Obien		8/1/2020	AlamoPROMISE Scholarship	
Benjamin T. Ochoa		8/1/2020	President's Unrestricted SPC	
Lucy F. Odell		8/1/2020	General Foundation Scholarship Fund	
Angeline Olozco		8/1/2020	Palo Alto Alumni Y Amigos Association Scholarship	
Elda A. Olvera		8/1/2020	Annual Fund	
Sofia M. Ongay		8/1/2020	Annual Fund	
Sofia M. Ongay		8/1/2020	General Foundation Scholarship Fund	
Sofia M. Ongay		8/1/2020	AlamoPROMISE Scholarship	
Vanessa A. Onofre-Chavarria		8/1/2020	Janet H. Rangel Memorial Scholarship	
Vanessa A. Onofre-Chavarria		8/1/2020	Annual Fund	
Juan M. Oretga		8/1/2020	President's Unrestricted SAC	
Juan M. Oretga		8/1/2020	Kendra Ann Ward Music Endowed Scholarship	
Jean A. Orman		8/19/2020	Student Emergency Fund	
Jean A. Orman		8/14/2020	Student Emergency Fund	
Jean A. Orman		8/1/2020	Student Emergency Fund	
Jean A. Orman		8/9/2020	Student Emergency Fund	
Jean A. Orman		8/9/2020	Student Emergency Fund	
Jean A. Orman		8/24/2020	Student Emergency Fund	
Stephanie D. Ornelas		8/1/2020	Music Program PAC	
Adam O. Oroscorodriguez		8/1/2020	Faculty Staff Memorial Scholarship PAC	
Adam O. Oroscorodriguez		8/1/2020	PAC SHARE Program	
Adam O. Oroscorodriguez		8/1/2020	President's Unrestricted PAC	
Adam O. Oroscorodriguez		8/1/2020	General PAC Scholarship	
Anonymous		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Paulina H. Ortiz		8/1/2020	PAC SHARE Program	
Paulina H. Ortiz		8/1/2020	Faculty Staff Memorial Scholarship PAC	
Patricia A. Osborn		8/1/2020	President's Unrestricted SAC	
Bertha A. Ovalle		8/1/2020	General Foundation Scholarship Fund	
Craig M. Overmiller		8/1/2020	General SPC Scholarship	
William P. Oxford		8/1/2020	General Foundation Scholarship Fund	
Blanca E. Padilla		8/1/2020	AlamoPROMISE Scholarship	
Rosanna Padron		8/1/2020	Ray Ellison Family Center	
Terrance Parker		8/1/2020	Vista Food Pantry	
Anonymous		8/1/2020	AlamoPROMISE Scholarship	
Syed Parvez		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Sara Passement		8/1/2020	DREAMers Scholarship	
Sara Passement		8/1/2020	President's Unrestricted SAC	
Eddie G. Patino		8/1/2020	General PAC Scholarship	
Eddie G. Patino		8/1/2020	GALA PAC Scholarship	
Pearl Brewery		8/10/2020	Student Emergency Fund	
Venetia J. Pedraza		8/1/2020	MAS Scholarship	

Name	Soft Credit Recipient Name	Gift Date	Fund Description	Honor/Memorial Name
Amy C. Pena		8/1/2020	President's Unrestricted SAC	
Karina G. Pena		8/1/2020	General Foundation Scholarship Fund	
Josafat Pereyra		8/1/2020	MAS Scholarship	
Jessica A. Perez		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Tammy L. Perez		8/1/2020	President's Unrestricted NLC	
Johnathan Peterson		8/1/2020	General PAC Scholarship	
Johnathan Peterson		8/1/2020	AlamoPROMISE Scholarship	
Linda H. Peterson		8/1/2020	Ken Veatch DPMA Scholarship	
D'Nitris S. Phillips		8/1/2020	AlamoPROMISE Scholarship	
Anonymous		8/17/2020	AlamoPROMISE Scholarship	
Kiana A. Pina		8/1/2020	PAC SHARE Program	
Jason C. Ponce		8/1/2020	St. Philip's College Nursing Education Department Faculty Memoriam Scholarship	
Jason C. Ponce		8/1/2020	General Foundation Scholarship Fund	
Nakia Pope		8/1/2020	President's Unrestricted NVC	
Nakia Pope		8/1/2020	Vista Food Pantry	
Daniel T. Powell		8/1/2020	President's Unrestricted NVC	
Daniel T. Powell		8/1/2020	Lynne Dean Endowed Scholarship	
Daniel T. Powell		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Daniel T. Powell		8/1/2020	NVC Fans General Support	
Aaron E. Prado		8/1/2020	President's Unrestricted NVC	
Georgia M. Prado		8/1/2020	Annual Fund	
Venus Prado		8/1/2020	Non Traditional Student Scholarship (GOAL)	
Venus Prado		8/1/2020	Women in Transition Scholarship	
Alice A. Price		8/1/2020	AlamoPROMISE Scholarship	
Ruth G. Prieto		8/1/2020	AlamoPROMISE Scholarship	
Ruth G. Prieto		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Johnnie J. Quiles		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Johnnie J. Quiles		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Johnnie J. Quiles		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Anthony N. Quintanilla		8/1/2020	MAS Scholarship	
Laura A. Quintanilla		8/1/2020	Annual Fund	
Margaret L. Quintanilla		8/1/2020	AlamoPROMISE Scholarship	
Paul R. Ramirez		8/1/2020	AlamoPROMISE Scholarship	
Diana M. Rangel		8/1/2020	President's Unrestricted PAC	
Gabriela C. Rangel		8/1/2020	TACHE Scholarship	
Gabriela C. Rangel		8/1/2020	PAC SHARE Program	
Gabriela C. Rangel		8/1/2020	DREAMers Scholarship	
John M. Raymond		8/1/2020	Rea & Barbara Hinrichs Endowed Scholarship Permanently Rest	
Adam J. Reeves		8/1/2020	Vista Food Pantry	
Adam J. Reeves		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Linda A. Reeves		8/1/2020	DREAMers Scholarship	
Linda A. Reeves		8/1/2020	NVC Arts	
Enida L. Rehome		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Anita L. Reyes		8/1/2020	President's Unrestricted SAC	
Steven P. Reyes		8/1/2020	AlamoPROMISE Scholarship	
Veronica I. Reyes		8/1/2020	AlamoPROMISE Scholarship	
Veronica I. Reyes		8/1/2020	Joe & Josie Garcia Scholarship	
Veronica I. Reyes		8/1/2020	General Foundation Scholarship Fund	
April A. Reyna		8/1/2020	President's Unrestricted SAC	
Reynoso Agency PLLC		8/18/2020	Nighthawk Nest Program	
Reynoso Agency PLLC		8/18/2020	Nighthawk Nest Program	
Chastity Richmond		8/1/2020	General NLC Scholarship	
Daniel E. Riley		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Daniel E. Riley		8/1/2020	Tourism, Hospitality, Culinary Arts (THCA) Scholarship	
Daniel E. Riley		8/1/2020	STEM SPC Scholarship	
Daniel E. Riley		8/1/2020	OCI Solar Power Program	
Dyhanara Y. Rios		8/1/2020	President's Unrestricted SAC	
Jennifer A. Riske		8/1/2020	Nighthawk Nest Program	
Rosalinda R. Rivas		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Jennifer M. Rivera		8/1/2020	Upward Bound Bridge Scholarship	
Teresa J. Robledo		8/1/2020	Bob and Mary Zeigler Adjunct Professional Development Fund	
Cassandra Rocha		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Frances L. Rocha		8/1/2020	AlamoPROMISE Scholarship	
Angela M. Rodriguez		8/1/2020	SAC Radio/Television Scholarship	
Angela M. Rodriguez		8/1/2020	Fredric A. Weiss Memorial Scholarship	
Estephani M. Rodriguez		8/1/2020	International Education Scholarship	
Jose C. Rodriguez		8/1/2020	AlamoPROMISE Scholarship	
Laura A. Rodriguez		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Lucila C. Rodriguez		8/1/2020	General Foundation Scholarship Fund	
Luis A. Rodriguez		8/1/2020	Professional Aviation Maintenance Scholarship	
Luis A. Rodriguez		8/1/2020	VOTC Veterans Outreach & Transition Center Program	
Anonymous		8/6/2020	PAC SHARE Program	
Enedina Rodriguez-Cassity		8/1/2020	AlamoPROMISE Scholarship	
Aurora Romero		8/1/2020	PAC SHARE Program	
Kimberly R. Rosales		8/1/2020	SAC Student Support Fund	
Kimberly R. Rosales		8/1/2020	President's Unrestricted SAC	
Cynthia A. Rosas		8/1/2020	Lynne Dean Endowed Scholarship	
Oscar N. Ruiz		8/1/2020	President's Unrestricted SAC	
Mecca M. Salahuddin		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Fernando Salas		8/1/2020	President's Unrestricted PAC	
Guadalupe P. Salas		8/1/2020	President's Unrestricted SAC	
Benjamin Salazar		8/1/2020	SPC Homebuilding Scholarship	
Felix Salinas		8/1/2020	Dr. Jacqueline Claunch Legacy Endowed Formative Scholarship	
Felix Salinas		8/1/2020	Lynne Dean Endowed Scholarship	
Felix Salinas		8/1/2020	Vista Food Pantry	
Martha M. Salinas		8/1/2020	Vista Food Pantry	
San Antonio Women's Chamber of Commerce Foundation		8/24/2020	San Antonio Women's Chamber of Commerce Foundation Scholarship	
Adriana V. Sanchez		8/1/2020	Upward Bound Bridge Scholarship	
Annette G. Sanchez		8/1/2020	Vista Food Pantry	
Anthony E. Sanchez		8/1/2020	OZUNA LRC Children's Library	
Cheri L. Sanchez		8/1/2020	President's Unrestricted SAC	
Cheri L. Sanchez		8/1/2020	SAC Student Support Fund	
Cristina V. Sanchez		8/1/2020	SAC Student Support Fund	
Edward A. Sanchez		8/1/2020	PAC SHARE Program	
Laura B. Sanchez		8/1/2020	President's Unrestricted NLC	
Laura B. Sanchez		8/1/2020	Beta Sigma Delta Chapter Endowed Scholarship Permanently Restricted	
Michael Sanchez		8/1/2020	AlamoPROMISE Scholarship	
Pablo G. Sanchez		8/1/2020	Annual Fund	
Patricia A. Sanchez		8/1/2020	President's Unrestricted SAC	
Patricia A. Sanchez Gorentz		8/1/2020	President's Unrestricted NVC	
Jamie L. Sarmiento		8/1/2020	PAC SHARE Program	
James L. Satchell		8/1/2020	Annual Fund	
Adam G. Sauceda		8/1/2020	Beta Sigma Delta Chapter Endowed Scholarship Permanently Restricted	
Adam G. Sauceda		8/1/2020	NLC Presidential Scholars Scholarship	
Francisco Saucedo		8/1/2020	NVC Arts	
Francisco Saucedo		8/1/2020	MAS Scholarship	
Debra K. Schafter		8/1/2020	Robert & Laura Fainter Endowed Scholarship	
Barbara J. Schanzer		8/1/2020	OZUNA LRC Children's Library	
Jennifer L. Scheidt		8/1/2020	PAC SHARE Program	
Anonymous		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Tamara K. Schoeder		8/1/2020	Deason Animal Hospital Scholarship	
Sanjuanita C. Scott		8/1/2020	MAS Scholarship	
Sanjuanita C. Scott		8/1/2020	NVC Fans General Support	
Sanjuanita C. Scott		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Sanjuanita C. Scott		8/1/2020	Vista Food Pantry	
Alma Segovia		8/1/2020	Ray Ellison Family Center	
Mary M. Segovia		8/1/2020	President's Unrestricted SAC	
Cassandra V. Segura		8/1/2020	AlamoPROMISE Scholarship	
Erin L. Sherman		8/1/2020	General NVC Scholarship	
Erin L. Sherman		8/1/2020	Vista Food Pantry	
Adelina S. Silva		8/1/2020	Marie Rocamontes Henriquez International Program Endowed Program	
Adelina S. Silva		8/1/2020	Concepcion Zaragoza Endowed Scholarship	
Adelina S. Silva		8/1/2020	AlamoPROMISE Scholarship	
Adelina S. Silva		8/1/2020	Joe & Josie Garcia Scholarship	

Name	Soft Credit Recipient Name	Gift Date	Fund Description	Honor/Memorial Name
Adelina S. Silva		8/1/2020	Alamo Area College Access & Completion Summit Program	
Adelina S. Silva		8/1/2020	Dr. Eduardo I. Conrado International Scholarship	
Zhennia R. Silverman		8/28/2020	Marie Rocamontes Henriquez International Program Endowed Program	Marie Rocamontes Henriquez
Zhennia R. Silverman		8/14/2020	Marie Rocamontes Henriquez International Program Endowed Program	Marie Rocamontes Henriquez
Adriael L. Simien		8/1/2020	General NVC Scholarship	
Vanessa R. Sims		8/1/2020	Professional Aviation Maintenance Scholarship	
Theresa A. Sinclair		8/1/2020	Norma L. Ziegler Memorial Endowed Scholarship	
Theresa A. Sinclair		8/1/2020	President's Unrestricted SAC	
Theresa A. Sinclair		8/1/2020	SAC Student Support Fund	
Andrea M. Smith		8/1/2020	PAC SHARE Program	
Barbara J. Smith		8/1/2020	AlamoPROMISE Scholarship	
Barbara J. Smith		8/1/2020	General Foundation Scholarship Fund	
Barbara J. Smith		8/1/2020	Faculty Endowment Scholarship	
Barbara J. Smith		8/1/2020	President's Unrestricted NLC	
Barbara J. Smith		8/1/2020	Nighthawk Nest Program	
Daniel O. Smith		8/1/2020	President's Unrestricted NVC	
David J. Smith		8/1/2020	President's Unrestricted SAC	
David J. Smith		8/1/2020	SAC Student Support Fund	
Elvira Smolik		8/1/2020	AlamoPROMISE Scholarship	
Diane E. Snyder		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Diane E. Snyder		8/1/2020	SAC Student Support Fund	
Diane E. Snyder		8/1/2020	PAC SHARE Program	
Diane E. Snyder		8/1/2020	Nighthawk Nest Program	
Diane E. Snyder		8/1/2020	Vista Food Pantry	
Brandi Solar		8/1/2020	Nighthawk Nest Program	
Desiree Solis		8/1/2020	Ray Ellison Family Center	
Francisco E. Solis		8/1/2020	President's Unrestricted SAC	
Valerie C. Sommerville		8/1/2020	General Foundation Scholarship Fund	
Valerie C. Sommerville		8/1/2020	Vista Food Pantry	
Valerie C. Sommerville		8/1/2020	NVC Arts	
Ashley L. Spain-Martinez		8/1/2020	President's Unrestricted SAC	
Garletta Steen		8/1/2020	St. Philip's College Nursing Education Department Faculty Memoriam Scholarship	
Corina L. Stevens		8/17/2020	SAC Student Support Fund	
Joseph P. Talkington		8/1/2020	AlamoPROMISE Scholarship	
Joseph P. Talkington		8/1/2020	Annual Fund	
Elizabeth A. Tanner		8/1/2020	General PAC Scholarship	
Target Corporation		8/25/2020	Annual Fund	
Target Corporation		8/25/2020	ECO-Centro Program	
Jeremy M. Taub		8/1/2020	Texas Public Radio Scholarship	
Thomas M. Taylor		8/1/2020	Vista Food Pantry	
Thomas M. Taylor		8/1/2020	President's Unrestricted NVC	
Thomas M. Taylor		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Thomas M. Taylor		8/1/2020	NVC Arts	
Thomas M. Taylor		8/1/2020	Permanent Art Collection Endowment	
Eitandria G. Tello		8/1/2020	President's Unrestricted SPC	
Anonymous		8/1/2020	Nighthawk Nest Program	
Anonymous		8/1/2020	AlamoPROMISE Scholarship	
Carmen M. Thomas		8/1/2020	Rea & Barbara Hinrichs Endowed Scholarship Permanently Rest	
John R. Thomas		8/1/2020	President's Unrestricted NLC	
John R. Thomas		8/1/2020	AlamoPROMISE Scholarship	
John R. Thomas		8/1/2020	NLC Presidential Scholars Scholarship	
Isaac L. Thornsburg		8/1/2020	General NLC Scholarship	
William D. Thornton		8/1/2020	Alamo Area Hospitality Association Endowed Scholarship Permanently Restricted	
Martha Tijerina		8/15/2020	Annual Fund	
Jacqualyn C. Tocchi-Wallpe		8/1/2020	Vista Food Pantry	
Denise J. Tolan		8/1/2020	Vista Food Pantry	
Denise J. Tolan		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Denise J. Tolan		8/1/2020	Dr. Jacqueline Claunch Legacy Endowed Formative Scholarship	
David Torres		8/1/2020	Student Engagement Scholarship SPC	
Lisa T. Torres		8/1/2020	General Foundation Scholarship Fund	
Anonymous		8/1/2020	Joe & Josie Garcia Scholarship	
Dianna S. Torres Lee		8/1/2020	Faculty Endowment Scholarship	
Dianna S. Torres Lee		8/1/2020	Annual Fund	
Virginia S. Traina		8/4/2020	Celebracion Event PAC	
Virginia S. Traina		8/6/2020	PAC SHARE Program	
William B. Trautman		8/1/2020	General SPC Scholarship	
Madelyn M. Trenz		8/1/2020	President's Unrestricted SAC	
Jamie E. Trevino		8/1/2020	AlamoPROMISE Scholarship	
Natalia O. Trevino		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Natalia O. Trevino		8/1/2020	NVC Arts	
Natalia O. Trevino		8/1/2020	Vista Food Pantry	
Steven A. Trevino		8/1/2020	AlamoPROMISE Scholarship	
Dave M. Uminski		8/1/2020	THCA Milton Guess Endowed Scholarship	
United Way of San Antonio & Bexar County		8/10/2020	United Way Student Helpline	
Esperanza G. Uriegas		8/1/2020	St. Philip's College Nursing Education Department Faculty Memoriam Scholarship	
Esperanza G. Uriegas		8/1/2020	President's Unrestricted SPC	
Xavier D. Urrutia		8/1/2020	AlamoPROMISE Scholarship	
Andrew Valdez		8/1/2020	Annual Fund	
Miguel A. Valdez		8/1/2020	AlamoPROMISE Scholarship	
Rachel A. Valdez		8/1/2020	SAC Student Support Fund	
Joseph A. Vara		8/1/2020	MAS Scholarship	
Clarissa Vargas		8/1/2020	President's Unrestricted SAC	
Adriana J. Vasquez		8/1/2020	NVC Faculty / Staff Scholarship	
Adriana J. Vasquez		8/1/2020	Honoring Retired NVC Employees Scholarship	
Dominic R. Vasquez		8/1/2020	PAC SHARE Program	
Dominic R. Vasquez		8/1/2020	AlamoPROMISE Scholarship	
Dominic R. Vasquez		8/1/2020	Annual Fund	
Dominic R. Vasquez		8/1/2020	General PAC Scholarship	
Rob A. Vaughn		8/1/2020	General Foundation Scholarship Fund	
Jose D. Vega		8/1/2020	Mariachi Connection Scholarship PAC	
Jose D. Vega		8/1/2020	OZUNA LRC Children's Library	
Jose D. Vega		8/1/2020	General PAC Scholarship	
Jose D. Vega		8/1/2020	Angela de Hoyos Scholarship - Mexican American Studies Scholarship	
Jose D. Vega		8/1/2020	PAC Adult Learning Academy GED Scholarship	
Patricia D. Vela		8/1/2020	AlamoPROMISE Scholarship	
Robert H. Vela		8/1/2020	President's Unrestricted SAC	
Carmen M. Velasquez		8/1/2020	TACHE Scholarship	
Carmen M. Velasquez		8/1/2020	General PAC Scholarship	
Carmen M. Velasquez		8/1/2020	Palo Alto Alumni Y Amigos Association Scholarship	
Carmen M. Velasquez		8/1/2020	DREAMers Scholarship	
Juan M. Venegas		8/1/2020	DREAMers Scholarship	
Juan M. Venegas		8/1/2020	AlamoPROMISE Scholarship	
Juan M. Venegas		8/1/2020	General SPC Scholarship	
Juan M. Venegas		8/1/2020	Annual Fund	
Juan M. Venegas		8/1/2020	Dr. Adena Williams Loston Presidential Scholarship Corpus	
Juan M. Venegas		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Usha M. Venkat		8/1/2020	President's Unrestricted SAC	
Joseph J. Vidaurri		8/1/2020	AlamoPROMISE Scholarship	
Anonymous		8/1/2020	PAC SHARE Program	
Anonymous		8/1/2020	General PAC Scholarship	
Anna Villarreal		8/1/2020	Upward Bound Bridge Scholarship	
Anna Villarreal		8/1/2020	PAC SHARE Program	
Anna Villarreal		8/1/2020	DREAMers Scholarship	
Lori Villarreal		8/1/2020	NVC Arts	
Lori Villarreal		8/1/2020	Permanent Art Collection Endowment	
Lori Villarreal		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Lori Villarreal		8/1/2020	Vista Food Pantry	
Velda Villarreal		8/1/2020	Annual Fund	
Patrick F. Vrba		8/1/2020	General Foundation Scholarship Fund	
Patrick F. Vrba		8/1/2020	AlamoPROMISE Scholarship	
Vernell E. Walker		8/1/2020	President's Unrestricted SAC	
Dehlia A. Wallis		8/1/2020	President's Unrestricted SAC	
Dehlia A. Wallis		8/1/2020	SAC Psychology Department Endowed Scholarship	
Gregory A. Ward		8/1/2020	Debra A. Morgan Endowed Scholarship Permanently Restricted	

Name	Soft Credit Recipient Name	Gift Date	Fund Description	Honor/Memorial Name
Michael D. Ward		8/1/2020	NVC Arts	
Yolanda Y. Ward		8/1/2020	Tourism, Hospitality, Culinary Arts (THCA) Scholarship	
Elizabeth E. Weedman		8/21/2020	Ryan W. Bacorn Memorial Endowed Scholarship	Ryan W. Bacorn
Anonymous		8/1/2020	Annual Fund	
Matthew D. Wells		8/1/2020	Kendra Ann Ward Music Endowed Scholarship	
Shayne A. West		8/1/2020	AlamoPROMISE Scholarship	
Tyris White		8/3/2020	Student Emergency Fund	
Valarie D. White		8/1/2020	AlamoPROMISE Scholarship	
Harold G. Whitis		8/1/2020	AlamoPROMISE Scholarship	
Daniel F. Williams		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Daniel F. Williams		8/1/2020	SPC President's Student Aid Fund	
Julie A. Winkler		8/1/2020	SAC Department of Foreign Language, Philosophy and Culture Program Support	
Julie A. Winkler		8/3/2020	Student Emergency Fund	
Julie A. Winkler		8/1/2020	President's Unrestricted SAC	
Cecelia J. Winn-Gardon		8/24/2020	Cecil Winn Endowed Scholarship	Cecil Winn
Jacob A. Wong		8/1/2020	SAC Alumni Association Scholarship	
Darren L. Wood		8/1/2020	AlamoPROMISE Scholarship	
LaTanya K. Woods		8/1/2020	International Education Scholarship	
Darrell R. Woody		8/1/2020	President's Unrestricted SAC	
Darrell R. Woody		8/1/2020	SAC Student Support Fund	
Argentina R. Wortham		8/1/2020	E. F. "Smiley" & Sandra Williams Endowed Scholarship	
Kristi R. Wyatt		8/1/2020	General Foundation Scholarship Fund	
Kristi R. Wyatt		8/1/2020	AlamoPROMISE Scholarship	
Sylvia D. Ybarra		8/1/2020	President's Unrestricted SAC	
Irene W. Young		8/1/2020	Dr. Lanier Byrd Endowed Scholarship	
Irene W. Young		8/1/2020	Safe S.P.A.C.E. (Supporting People through Advocacy, Care and Equity)	
Robert O. Yowell		8/1/2020	Faculty Endowment Scholarship	
Cynthia Zamudio		8/1/2020	Vista Food Pantry	
Cynthia Zamudio		8/1/2020	Beverly Evans Memorial NVC Student Live Scholarship	
Cynthia Zamudio		8/1/2020	NVC Arts	
Grace A. Zapata		8/1/2020	General Foundation Scholarship Fund	
Collin B. Zedler		8/1/2020	Artemisia Bowden Memorial Endowed Scholarship	
Robert E. Zeigler		8/15/2020	Annual Fund	
Melinda Zepeda		8/1/2020	MAS Scholarship	
Melinda Zepeda		8/1/2020	Janet H. Rangel Memorial Scholarship	
Cuihua Zhang		8/1/2020	Faculty Endowment Scholarship	
Mary L. Zocchi		8/1/2020	Lynne Dean Endowed Scholarship	
Mariana M. Zoll		8/1/2020	President's Unrestricted SAC	
Lisa K. Zottarelli		8/1/2020	Truett L. Chance Endowed Scholarship	
Lisa K. Zottarelli		8/1/2020	Intro to Sociology Gift Program Fund	
Lisa K. Zottarelli		8/1/2020	Dr. Robert Zeigler Endowed Scholarship	
Lisa K. Zottarelli		8/1/2020	ECO-Centro Program	
Lisa K. Zottarelli		8/1/2020	SAC Student Support Fund	
Denise Zuniga		8/1/2020	AlamoPROMISE Scholarship	

TOTAL	$52,963.17

ALAMO COLLEGES DISTRICT

OFFICE OF INSTITUTIONAL ADVANCEMENT & ALAMO COLLEGES FOUNDATION
August 2020
SUMMARY FINANCIAL REPORT
December 8, 2020 BOARD REPORT

Alamo Colleges Foundation, Inc.
Schedule of Support, Revenues and Expenses
For the Period Ended
August 31, 2020

	Net Assets without Donor Restrictions (Unrestr)		Net Assets With Donor Restrictions						Total	
			Non-Endowed (Temp Restr)		TRestr Tied to Endowed		Endowed Funds (Perm Restr)			
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
Revenues:										
Donations	2,100.00	30,927.95	45,038.17	2,598,246.12		-	5,825.00	903,018.45	52,963.17	3,532,192.52
Funds from ACCD										
Other Income									-	-
Interest and Dividends*	41.13	1,149.06		-	22,359.19	184,239.88		-	22,400.32	185,388.94
Alamo Colleges PR Contributions										
Net Assets Released from Restricted									-	-
Subtotal Revenues	2,141.13	32,077.01	45,038.17	2,598,246.12	22,359.19	184,239.88	5,825.00	903,018.45	75,363.49	3,717,581.46
Gifts - Non Cash										
Total Revenues & Gifts Non Cash	2,141.13	32,077.01	45,038.17	2,598,246.12	22,359.19	184,239.88	5,825.00	903,018.45	75,363.49	3,717,581.46
Expenses	-	55,980.67	187,536.21	1,875,150.80	64,683.79	569,770.47	-	-	252,220.00	2,500,901.94
Transfers	-	(25,000.00)	(17,600.00)	(144,134.00)	-	(1,000.00)	17,600.00	170,134.00	-	-
Realized/Unrealized gains (losses)	-	-		-	898,902.85	628,014.26	-	-	898,902.85	628,014.26
Net Surplus/(Deficit)	2,141.13	(48,903.66)	(160,098.04)	578,961.32	856,578.25	241,483.67	23,425.00	1,073,152.45	722,046.34	1,844,693.78
Net Assets beginning of period	98,932.28	149,977.07	5,714,421.83	4,975,362.47	6,162,746.99	6,777,841.57	19,975,736.31	18,926,008.86	31,951,837.41	30,829,189.97
Net Assets at end of period	101,073.41	101,073.41	5,554,323.79	5,554,323.79	7,019,325.24	7,019,325.24	19,999,161.31	19,999,161.31	32,673,883.75	32,673,883.75

Notes

Net Assets without Donor Restriction (Unrestricted) = not connected with an endowment.
Net Assets with Donor Restrictions, Non-Endowed (Temporarily Restricted) = Available for Spending.
Net Assets with Donor Restrictions Endowed (Permanently Restricted) = Can never be spent.
Unrealized Gains=Mkt increases over the initial cost of investment. Realized when security is sold.
Monthly financial statement prepared by Alamo Colleges District Finance Office.

FUND BALANCE TREND	12/31/2019	12/31/2018	12/31/2017	12/31/2016	12/31/2015	12/31/2014	12/31/2013	12/31/2012	12/31/2011	12/31/2010
Net Assets without Donor Restr (Unrestricted)	149,977.07	98,103.66	67,941.69	16,718.26	529,890.70	234,029.28	119,758.06	91,714.28	91,542.46	103,902.09
Net Assets w/Donor Restrictions Non-Endowed (Temp Restr)	4,975,295.10	4,093,550.09	3,620,377.85	6,397,320.16	5,586,007.58	6,632,301.44	3,875,721.09	3,382,609.17	2,744,566.51	2,530,063.08
Net Assets w/Donor Restrictions Non-Endwd Tied to Endowed (Temp Restr)	3,036,018.63	5,030,887.21	3,076,441.20							
Endowed Funds (Permanently Restricted)	18,926,008.86	18,296,735.75	17,352,580.77	16,459,361.30	13,805,433.36	13,431,659.93	12,267,711.48	11,574,473.53	10,405,600.60	9,695,681.21
Realized/Unrealized gains (losses)	3,741,890.31	(1,633,069.72)	2,510,880.49	807,898.49	(703,480.22)	233,387.53	1,776,115.11	366,084.74	(474,263.50)	(47,331.10)
Total Funds	$ 30,829,189.97	$ 25,886,206.99	$ 26,628,222.00	$ 23,681,298.21	$ 19,217,851.42	$ 20,531,378.18	$ 18,039,305.74	$ 15,414,881.72	$ 12,767,446.07	$ 12,282,315.28
Net Profit/(Loss)	$ 4,942,982.98	$ (742,015.01)	$ 2,946,923.79	$ 4,463,446.79	$ (1,313,526.76)	$ 2,492,072.44	$ 2,624,424.02	$ 2,647,435.65	$ 485,130.79	$ 1,646,567.08

FUND BALANCE TREND	12/31/2009
Net Assets without Donor Restr (Unrestricted)	104,578.84
Net Assets w/Donor Restrictions Non-Endowed (Temp Restr)	1,994,094.48
Net Assets w/Donor Restrictions Non-Endwd Tied to Endowed (Temp Restr)	
Endowed Funds (Permanently Restricted)	8,766,099.06
Realized/Unrealized gains (losses)	(229,024.18)
Total Funds	$ 10,635,748.20
Net Profit/(Loss)	$ 3,966,864.20

ALAMO COLLEGES DISTRICT

District Internal Audit Department
2222 North Alamo Street, Room 302
San Antonio, Texas, 78215
(210) 485-0391 Office

Date: December 18, 2020

To: Sandra Torres - Board Liaison

From: Bill Wullenjohn – District Director of Internal Audit

Subject: Internal Audit Department Monthly Activity Report for January 2021

Internal Audit activities presented as they relate to the Strategic Plan Goals were as follows:

Goal III. Performance Excellence

Current Projects:

Project	Description	Percent Complete	Target Compl. Date
Planning Phase			
Periodic Monitoring Program *(Report 1 of 2 for FY 2021)*	Advance planning in progress *(Two biannual reports planned for FY 2021)*	5%	3/8/2021
Fieldwork Phase			
Facility Management – Preventative Maintenance Program Audit	Fieldwork in progress	20%	3/31/2021
Student Disability Support Services (DSS) Audit	Fieldwork in progress	45%	2/26/2021
Construction Contracts and Project Mgmt. – CIP Phase II	Fieldwork in progress	25%	3/15/2021
Reporting Phase			
Banner Security Audit	Draft Report in progress	80%	1/22/2021
Alamo Colleges Foundation Audit	Final Report issued	100%	11/13/2020

Other Activities:

Activity	Description	Date
EthicsPoint Case #685 Conflict of Interest Allegation	Internal Audit Investigation Report Issued *(Case received 10/29/2020)*	11/10/2020

ALAMO COLLEGES DISTRICT

POLICE DEPARTMENT

2222 N. Alamo
San Antonio, TX 78215
(210) 485 - 0099 Dispatch
(210) 485 - 0095 Fax

MEMORANDUM

TO: Dr. Mike Flores, Chancellor
Alamo Colleges District

THRU: Dr. Diane Snyder, Vice Chancellor – Finance & Administration
Alamo Colleges District

FROM: Derek Fuller, Chief of Public Safety
Alamo Colleges District Police Department

DATE: January 04, 2021

SUBJECT: ***MONTHLY ACTIVITY REPORT***

Attached pleased find the Alamo Colleges District Police Department's Monthly CLERY Act activity report through December, 2020 and yearly totals summary page. Please note that the report reflects new CLERY reporting activity categories enacted in 2008 and required beginning in 2009 when a bias motivation is present, including the Theft / Larceny category which was not part of the previous CLERY reporting requirement however was previously included for informational purposes. None were motivated by bias or hate. The CLERY Act was amended in 2011, effective for reporting year 2011, to include reports received for Simple Assault that are motivated by bias or hate. Simple Assaults are included in this report for information purposes however none were motivated by bias or hate. The CLERY Act was amended in 2014 as per VAWA and Campus SaVE Acts, effective 2015 to include reports of Domestic Violence, Dating Violence and Stalking.

Burglary of motor vehicle is considered a theft from a vehicle under Uniform Crime Reporting definitions and therefore is included in the Theft category for CLERY purposes. For CLERY reporting purposes the Theft / Larceny category includes all thefts and burglary of motor vehicle reports made to the Alamo Colleges District Police Department and is reported as one total when reported to the Department of Education and published by the Department in its annual report. They have however been separated for this report.

Theft totals listed on this report includes all thefts of district property and personal property belonging to students, faculty and staff reported to the Alamo Colleges District Police Department.

ALAMO COLLEGES POLICE DEPARTMENT

MONTHLY 2020 CLERY ACT ACTIVITY REPORT

CLERY ACT CATEGORY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Murder / Non - Negligent Manslaughter	0	0	0	0	0	0	0	0	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0	0	0	0	0	0	0	0	0
Sex Offenses / Forcible	0	0	0	0	0	0	0	0	0	0	0	0	0
Sex Offenses / Non-Forcible	0	0	1	0	0	0	0	0	0	0	0	0	1
Robbery	0	0	0	0	0	0	1	0	0	0	0	0	1
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0	0
Simple Assault	2	2	2	0	0	0	1	2	2	0	1	0	12
Intimidation	1	0	1	0	0	0	0	2	1	0	1	0	6
Vandalism	9	4	3	3	5	9	4	4	8	5	3	2	59
Burglary	6	3	1	0	0	4	4	0	1	1	1	0	21
Theft - Larceny	3	5	1	1	1	2	3	3	1	2	4	0	26
Burglary of Vehicle	9	6	5	3	0	2	0	5	1	4	0	1	36
Motor Vehicle Theft	1	0	0	0	0	1	0	1	1	1	1	0	6
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Arrest Illegal Weapons Possession	0	0	0	0	0	0	0	2	0	0	0	0	2
Discipline Illegal Weapons Possession	0	0	0	0	0	0	0	0	0	0	0	0	0
Arrest Drug Law Violations	2	2	0	2	0	1	1	3	2	0	3	0	16
Discipline Drug Law Violations	0	0	0	0	0	0	0	0	0	0	0	0	0
Arrest Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0	0
Discipline Liquor Law Violations	0	0	0	0	0	0	0	0	0	0	0	0	0
Hate Crimes Race / Gender	0	0	0	0	0	0	0	0	0	0	0	0	0
Hate Crimes Religion / Sexual Orientation	0	0	0	0	0	0	0	0	0	0	0	0	0
Hate Crimes Ethnicity / Disability	0	0	0	0	0	0	0	0	0	0	0	0	0
Domestic Violence	0	0	0	0	0	0	0	0	0	0	0	0	0
Dating Violence	0	0	0	0	0	0	1	1	0	0	0	0	2
Stalking	0	0	1	0	0	0	0	0	0	0	0	0	1

The CLERY Act was amended in 2008, effective for reporting year 2009, to include reports received for Burglary, Theft including Burglary of Vehicle that are motivated by bias or hate. The CLERY Act was amended in 2011, effective for reporting year 2011, to include reports received for Simple Assault that are motivated by bias or hate. The CLERY Act was amended in 2014 as per VAWA and Campus SaVE Acts, effective 2015 to include reports of Domestic Violence, Dating Violence and Stalking.*

None of the activity reflected on this report were bias motivated but are provided for informational purposes.

Significant Activity in December:

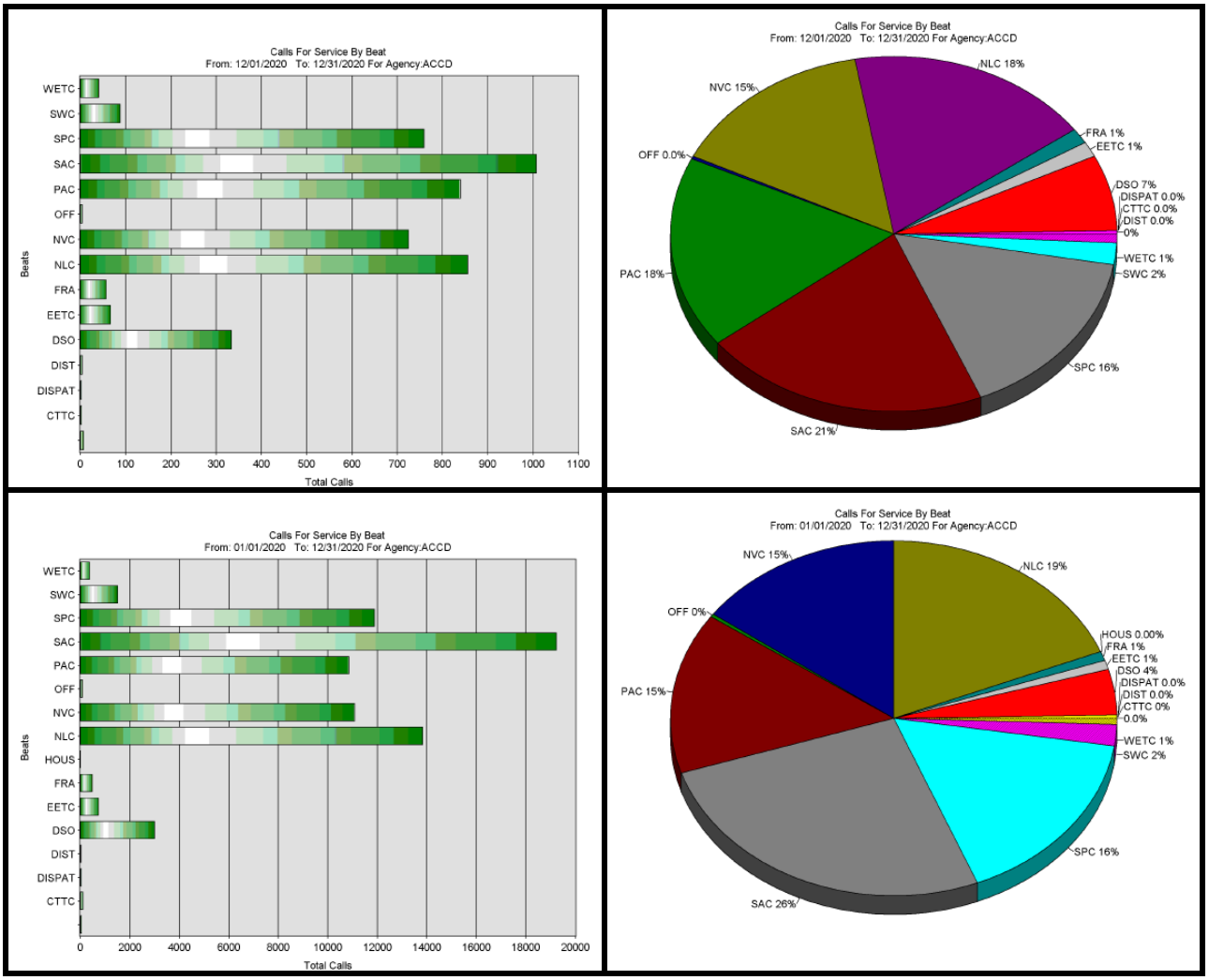
*The below reports include arrests by being booked into 201 N. Comal (The Justice Intake Assessment Annex), by being issued a citation (other than traffic), or by being detained and released pending charges being filed with the Bexar County District Attorney's Office.

1) SAC (#064863 Public Intoxication) – On 12/21/2020 a male (non-student) was arrested and released to the San Antonio Sobering Unit as an alternative to incarceration.

SELECTED CLERY CRIMES	2019 TOTAL YEAR TO DATE	2020 TOTAL YEAR TO DATE	PCT Change	
Theft / Larceny	88	26	↓	70%
Burglary Vehicle	26	36	↑	38%
Burglary	11	21	↑	91%
Robbery	1	1	↔	EVEN
Motor Vehicle Theft	13	6	↓	54%
Drug Law Arrests	24	16	↓	33%

CRIME PREVENTION REMINDERS ISSUED	2019 TOTAL YEAR TO DATE	2020 TOTAL YEAR TO DATE	PCT Change	
	9332	3869	↓	57%

Calls For Service Data (Reporting Month & YTD)



Discussion and Possible Action on Monthly Contracts Report

Presented to the Board Acting as Committee of the Whole on January 19, 2021, and now presented to the ALAMO COLLEGES DISTRICT BOARD OF TRUSTEES on January 26, 2021.

MINUTE ORDER
"The Alamo Colleges District Board of Trustees hereby approves this report on non-grant contracts (public) made to the Alamo Colleges District for the period of September 1, 2020, through August 31, 2021."

PURPOSE
To provide a monthly report on non-grant contracts received by the Alamo Colleges District.

BACKGROUND
Contracts – Non-grant contracts are contracts in which Alamo Colleges District receives funds to provide special or negotiated services or training to private corporations. For the period ending December 31, 2020, there are a total of 14 contracts that total $396,343.00 in external funding. This will allow services to be provided to 1264 individuals.

OBJECTIVE/FACT
To supplement activities not funded by Institutional Funds.

IMPLICATIONS

Financial:	Yes
Strategic Plan:	Goal III. Performance Excellence
Human Resources:	Yes

ATTACHMENTS: YTD Contract (Non-Grant) Summary Report.

Linda Rivas
Digitally signed by Linda Rivas
Date: 2021.01.06 09:40:58 -06'00'

Linda Rivas, Interim Associate Vice Chancellor of Continuing Education

Xavier Urrutia
Digitally signed by Xavier Urrutia
Date: 2021.01.06 15:51:18 -06'00'

Xavier Urrutia, Interim Vice Chancellor for Economic & Workforce Development

Dr. Mike Flores, Chancellor

ALAMO COLLEGES DISTRICT

Year-To-Date Contract (Non-Grant) Summary Report

Status: September 1, 2020 - August 31, 2021

I. Current Month Contracts District Wide:

No.	Contract Recipient (District Wide)	No. of Courses	Monthly No. Students to be Served	YTD No. Students to be Served
1	Workforce Training Network	14	1264	1264
	Total	**14**	**1,264**	**1,264**

II. Year-to-Date Number of Contracts in Selected Dollar Ranges:

No.	Contract Recipient	$.01-$9,999.99	$10,000-$100,000	$100,000 and Higher	Total
1	Workforce Training Network	9	4	1	14
	Total	**9**	**4**	**1**	**14**

Source: All data provided by Workforce Training Network-Continuing Education Department.

Discussion and Possible Action on Approval of Monthly Grants and Contracts Reports

Presented to the Board acting as Committee of the Whole on January 19, 2021 and now presented to the Board for approval on January 26, 2021.

MINUTE ORDER:
"The Alamo Colleges District Board of Trustees hereby approves this report on grants and contracts (public) and ratifies acceptance of the donations and grants made to the Alamo Colleges District."

PURPOSE:
To provide a monthly report on new grant awards, continuation awards, funding increases, and restricted contracts received during the month; and, obtain ratification of their acceptance by the Alamo Colleges District.

Background

1. Grants – The Alamo Colleges District received 8 new grant awards, 9 continuation grant awards, for the period ending November 30, 2020. The year-to-date (YTD) funding is $54,937,379 and allows for 126.80 FTE positions.
2. Restricted Grant Contracts – The Alamo Colleges District had 1 new restricted grant contract for the same period. YTD funding is $23,590 and it allows for 60 students to be served.

OBJECTIVE/FACT: To supplement activities not funded by Institutional Funds.

IMPLICATIONS:

Financial:	Yes
Strategic Plan:	Strategic Objective III Performance Excellence
Human Resources:	Yes

ATTACHMENTS: Monthly Grant Award Funding Activity Report; YTD Grant Funding Activity Report with Award Description; YTD Grant Award Summary Report; Monthly Restricted Contract Funding Activity Report; YTD Restricted Contract Summary Report.

Dr. Diane Snyder
Digitally signed by Dr. Diane Snyder
Date: 2021.01.08 08:39:46 -06'00'

Pamela Ansboury, CPA, M.Ed. Date
Associate Vice Chancellor for
Finance and Fiscal Services

Diane E. Snyder, CPA, Ph.D. Date
Vice Chancellor for Finance and
Administration

Dr. Mike Flores Date
Chancellor

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT

FY2021 MONTHLY (MTD) GRANT AWARD ACTIVITY REPORT

September 1, 2020 - November 30, 2020

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
1	219131	District-Economic Workforce	**AmeriCorps / Public Allies National Office,** Program Title: *"Public Allies".*	The purpose of this grant is to develop our ability to meet the needs of the community by increasing our opportunity to work with community based organization. The partnership with the organizations will help develop a cohort of young social service leaders who can facilitate transformational change learning to the improvement of their communities.	9/1/2020	$0	$6,318	$317,500	25	2.00
	1		**Total Dist. - MTD Single Year Grants**			**$0**	**$6,318**	**$317,500**	**25**	**2.00**
1	211159	San Antonio College	**Texas Higher Education Coordinating Board,** Program Title: *"Nursing & Allied Health-Supporting Clinical Learning to Mitigate Impediments due to COVID-19".*	To support eligible initial RN licensure programs in their efforts to mitigate the impact on Texas students' clinical learning experiences from the Coronavirus Disease 2019 (COVID-19), in anticipation that the impact could be potentially long-lasting.	10/16/2020	$0	$0	$73,926	350	1.00
	1		**Total SAC-MTD Single Year Grants**			**$0**	**$0**	**$73,926**	**350**	**1.00**
1	212631	St. Philip's College	**Texas Workforce Commission**, Program Title: *"Apprenticeship Training Program".*	The Purpose of the Apprenticeship Training Program grant award is to pay a portion of the cost of job-related in person classroom instruction in registered apprenticeship. Registered apprenticeship combines on the job training under supervision of experienced journey workers with in-person classroom instruction.	9/1/2020	$0	$0	$65,875	171	0.00
	1		**Total SPC-MTD Single Year Grants**			**$0**	**$0**	**$65,875**	**171**	**0.00**
1	213089	Palo Alto College	**Texas College & Career Readiness School Models**, Program Title: *"College and Career Readiness School Model Sub-Grant".*	The purpose of the CCRSM sub-grant is to provide best practices through the CCRSM website, conference sessions and open house opportunities; create resources including but not limited to video vignettes, resource documents and data sharing forms on a regular basis; host webinars or trainings and serve as a resource reviewer on a scheduled basis.	3/31/2020	$0	$0	$10,000	0	0.00
	1		**Total PAC-MTD Single Year Grants**			**$0**	**$0**	**$10,000**	**0**	**0.00**
	4			**Total MTD Single Year Grants**		**$0**	**$6,318**	**$467,301**	**546**	**3.00**
				Multi Year Grants						
1	219742	District-Economic Workforce	**U.S. Department of Health & Human Services Administration for Children and Families,** Program Title: *"Healthcare Professions Opportunity Grant"* . Year 6 of 6.	The purpose of this grant is to provide direct training and education as well as prepare individuals for employment in the healthcare field. Will offer an exciting career laddering program that provides educational training for Temporary Assistance for Needy Family (TANF) recipients and low income eligible individuals in high demand healthcare fields.	9/30/2020	$0	$0	$3,000,000	310	18.00
	1		**Total DIST.-MTD Multi Year Grants**			**$0**	**$0**	**$3,000,000**	**310**	**18.00**
1	211128	San Antonio College	**U.S. Department of Health and Human Services / Healthy Futures of Texas**, Program Title: *"Competitive Personal Responsibility Education Program (C-PREP)".* Year 6 of 6.	The program aims to prevent unplanned pregnancy and reduce sexually transmitted diseases to college-aged youth between the age of 14-19 yrs. through two health education programs, Seventeen Days, and SHARP (Sexual Health Adolescent Risk Prevention).Target population includes dual-high school students enrolled at San Antonio College.	7/17/2020	$0	$0	$89,270	300	1.00
2	211158	San Antonio College	**National Security Agency,** Program Title: *"National Centers of Academic Excellence in Cybersecurity (NCAE-C)".* Year 1 of 2.	Goal is to increase the number of transitioning military veterans, existing first responders, and criminal justice and finance earners who are prepared to defend our nations security and prosperity via cybersecurity-related positions in San Antonio, Texas and beyond.	9/3/2020	$0	$25,958	$218,454	20	1.00
	2		**Total SAC-MTD Multi Year Grants**			**$0**	**$25,958**	**$307,724.40**	**320**	**2.00**
1	212079	St. Philip's College	**U.S. Department of Health and Human Services / Healthy Futures of Texas**, Program Title: *"Competitive Personal Responsibility Education Program (C-PREP)".* Year 6 of 6.	Goal is to prevent unplanned pregnancy, STDs and HIV among the highest risk age and racial/ethnic groups of teens in Bexar County Texas; minority teens ages 18-19 attending three of the Alamo Colleges, St. Philip's College, San Antonio College and Palo Alto College.	7/17/2020	$0	$0	$88,895	300	1.00
2	212088	St. Philip's College	**National Aeronautics and Space Administration (NASA) / University of Texas at San Antonio**. Program Title: *"NASA Center for Advanced Measurements in Extreme Environments (CAMEE)".* Year 2 of 2.	The NASA MIRO significantly increase the number of under represented minority STEM students who transfer to four-year institutions to complete a Bachelor's degree in STEM fields. Objectives include providing professional development, peer mentorship, faculty mentorship, tutoring and enriched STEM labs.	10/1/2020	$0	$0	$46,861	10	0.00
	2		**Total SPC-YTD Multi-Year Grants**			**$0**	**$0**	**$135,756**	**310**	**1.00**

1	213069	Palo Alto College	**U.S. Department of Health and Human Services / Healthy Futures of Texas**, Program Title: *"Competitive Personal Responsibility Education Program (C-PREP)"*. Year 6 of 6.	Goal of Health Futures of Texas project is to prevent unplanned pregnancy, STDs and HIV among the highest risk age and racial/ethnic groups of teen in Bexar County Texas ages 18-19 attending the Alamo Colleges.	6/10/2020	$0	$0	$89,270	300	1.00
2	213076	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College Upward Bound Project"* . Year 4 of 5.	Upward Bound will provide participants from Poteet, Pleasanton, Lytle and Jourdanton High Schools with academic instruction; tutoring and advising on financial aid programs, assistance in completing financial aid applications, financial literacy and support for applying for college enrollment. Participants will be provided support for their diverse academic and non-cognitive needs to ensure that they persist.	9/30/2020	$0	$0	$287,429	77	2.00
3	213078	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College Child Care Means Access in School Project"*. Year 4 of 4.	The project will subsidize the majority of the cost of on-and off campus child care to ensure that PAC students realize their full potential by enrolling, persisting, and completing a college degree. The project will also subsidize off-campus infant care for a minimum of 2 student parents each year.	7/16/2020	$0	$10,746.88	$134,337	20	1.00
4	213093	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College SSS Project"*. Year 1 of 5.	The project will provide participants with academic support, tutoring and advising; information on financial aid assistance; financial literacy, career exploration; university visits and transfer workshops.	9/1/2020	$0	$17,780	$261,888	140	2.00
5	213095	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College DHSI: Project Listo"*. Year 1 of 5.	Project Listo or "ready" in English is designed to establish college-wide best practices and support one activity by increasing Student Support; Growing Partnerships and employer relations to increase student internship and service-learning opportunities; Enrich learning by increasing professional development for faculty to support curriculum design that incorporates career readiness and cultural competency for student success.	9/3/2020	$0	$0.00	$456,307	150	6.00
6	913912	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College DHSI: Project Listo"*. Year 1 of 5.	Funds are budgeted for the creation of the Center for Career and Experiential Learning to include a meeting/conference room, a career closet, small computer lab for career assessments and office space to house project staff.	9/3/2020	$0	$0.00	$142,700	0	0.00
	6		**Total PAC-MTD Multi Year Grants**			**$0**	**$28,527**	**$1,371,931**	**687**	**12**
1	214050	Northwest Vista College	**U.S. Department of Education,** Project Title: *"Community Math Project: Building Math Proficiency to Strengthen Teacher Education through Collaborative Interventions". Year 3 of 5.*	Project aims to narrow the achievement gap among underserved students and provide better educational access for underrepresented groups, through the implementation activities and services designed in t he Developing Hispanic Serving Institutions Programs.	9/28/2020	$0	$0	$718,091	15,000	4.8
2	214051	Northwest Vista College	**U.S. Department of Education / University of Texas at San Antonio**, Project Title: *"Latino Teacher Academy Learning Community (Latino TALC)". Year 3 of 5.*	The project will provide a support system that facilitates a smooth transition for teacher candidates from the community college to four year institutions. This is a holistic development approach that will provide teacher candidates support as they navigate from a learning community to a professional learning network.	9/28/2020	$0	$0	$224,103	125	3.0
	2		**Total NVC-MTD Multi Year Grants**			**$0**	**$0**	**$942,194**	**15,133**	**7.80**
	13			**Total MTD Multi-Year Grants**		**$0**	**$54,485**	**$5,757,605**	**16,760**	**40.80**
	17			**GRAND TOTAL-MTD SINGLE AND MULTI-YEAR GRANTS**		**$0**	**$60,803**	**$6,224,906**	**17,306**	**43.80**

ALAMO COLLEGES DISTRICT

FY 2021 YTD Grant Award Summary Report

Includes All Single Year Grants and the Current Year of Multi-Year Grants

September 1, 2020 -November 30, 2020

No.	College	No. of Grants	Match Amounts	Indirect Cost Received	YTD Funding Amount	No. of Students Served	No. of FTEs
1	District Grants	5	$ -	$ 6,318	$ 37,678,459	19,885	43.00
2	San Antonio College	11	$ 341,068	$ 142,852	$ 3,117,916	16,185	21.00
3	St. Philip's College	7	$ -	$ -	$ 8,956,495	576	16.00
4	Palo Alto College	14	$ 2,114,792	$ 169,742	$ 4,021,916	2,541	39.00
5	Northwest Vista College	3	$ -	$ -	$ 1,128,792	15,225	7.80
6	Northeast Lakeview College	2	$ -	$ -	$ 33,801	15	0.00
GRAND TOTAL		**42**	**$ 2,455,860**	**$ 318,912**	**$ 54,937,379**	**54,427**	**126.80**

ALAMO COLLEGES DISTRICT

FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description

September 1, 2020 -November 30, 2020

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
1	219131	District-Economic Workforce	**AmeriCorps / Public Allies National Office**, Program Title: *"Public Allies"*.	The purpose of this grant is to develop our ability to meet the needs of the community by increasing our opportunity to work with community based organization. The partnership with the organizations will help develop a cohort of young social service leaders who can facilitate transformational change learning to the improvement of their communities.	9/1/2020	$0	$6,318	$317,500	25	2.00
2	219161	District Workforce Development	**City of San Antonio,** Program Title: *"Train for Jobs SA"*.	Consists of providing workforce upskills opportunities through education, training and stipends to residents negatively-affected by job loss, to increase their chances of obtaining general employment and better employment opportunities as businesses affected by COVID-19 begin to rehire.	8/10/2020	$0	$0	$32,753,000	5,050	18.00
3	219873	District Economic Workforce	**U.S. Department of Education/Texas Higher Education Coordinating Board**, Program Title: *"Carl D. Perkins/Career and Technical Education-Basic Grants to States"*.	The Perkins Basic Grant program supports awarded applicants in educating students who enroll in CTE courses and programs in preparation for high-skill or high-demand occupations.	7/1/2020	$0	$0	$1,601,659	14,500	5.00
	3		**Total Dist.- YTD Single Year Grants**			**$0**	**$6,318**	**$34,672,159**	**19,575**	**25.00**
1	211159	San Antonio College	**Texas Higher Education Coordinating Board,** Program Title: *"Nursing & Allied Health-Supporting Clinical Learning to Mitigate Impediments due to COVID-19"*.	To support eligible initial RN licensure programs in their efforts to mitigate the impact on Texas students' clinical learning experiences from the Coronavirus Disease 2019 (COVID-19), in anticipation that the impact could be potentially long-lasting.	10/16/2020	$0	$0	$73,926	350	1.00
2	251426	San Antonio College	**Texas Higher Education Coordinating Board**, Program Title: *"U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	$0	$0	$271,953	150	0.00
	2		**Total SAC-YTD Single-Year Grants**			**$0**	**$0**	**$345,879**	**500**	**1.00**
1	212631	St. Philip's College	**Texas Workforce Commission**, Program Title: *"Apprenticeship Training Program"*.	The Purpose of the Apprenticeship Training Program grant award is to pay a portion of the cost of job-related in person classroom instruction in registered apprenticeship. Registered apprenticeship combines on the job training under supervision of experienced journey workers with in-person classroom instruction.	9/1/2020	$0	$0	$65,875	171	0.00

ALAMO COLLEGES DISTRICT

FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description

September 1, 2020 -November 30, 2020

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
2	252426	St. Philip's College	**Texas Higher Education Coordinating Board**, Program Title: *"U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	$0	$0	$107,633	55	0.00
	2		**Total SPC YTD Single-Year Grants**			**$0**	**$0**	**$173,508**	**226**	**0.00**
1	213089	Palo Alto College	**Texas College & Career Readiness School Models**, Program Title: *"College and Career Readiness School Model Sub-Grant"*.	The purpose of the CCRSM sub-grant is to provide best practices through the CCRSM website, conference sessions and open house opportunities; create resources including but not limited to video vignettes, resource documents and data sharing forms on a regular basis; host webinars or trainings and serve as a resource reviewer on a scheduled basis.	3/31/2020	$0	$0	$10,000	0	0.00
2	213092	Palo Alto College	**U.S. Department of Agriculture-National Resources Conservation Service,** Program Title: *"G.R.E.E.N. (Growing Roots for Education, Environment and Nutrition)"*.	The project will demonstrate the need of educational and outreach purposes for community supported agriculture through the installation of rainwater system by providing hands on learning experiences through soil health programs, providing educational services, developing strong marketing alliance and to establish a producer mentoring network.	9/1/2020	$0	$0	$2,936	10	0.00
3	253426	Palo Alto College	**Texas Higher Education Coordinating Board**, Program Title: *"U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19).	9/1/2020	$0	$0	$132,228	80	0.00
	3		**Total PAC-YTD Single Year Grants**			**$0**	**$0**	**$145,164**	**90**	**0.00**
1	254426	Northwest Vista College	**Texas Higher Education Coordinating Board**, Program Title: *"U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	$0	$0	$186,598	100	0.00
	1		**Total NVC-MTD Single Year Grants**			**$0**	**$0**	**$186,598**	**100**	**0.00**
1	215014	Northeast Lakeview College	**U.S.Department of Agriculture**, Program Title: *"Northeast Lakeview College NEST Community Garden Project"*.	Funds will be used to create the NLC NEST Community Vegetable Garden which will provide produce to the NLC Nighthawk's NEST Food pantry.	8/26/2020	$0	$0	$10,500	0	0.00

ALAMO COLLEGES DISTRICT

FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description

September 1, 2020 -November 30, 2020

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
2	255426	Northeast Lakeview College	**Texas Higher Education Coordinating Board**, Program Title: *"U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	$0	$0	$23,301	15	0.00
	2		**Total NLC-YTD Single Year Grants**			**$0**	**$0**	**$33,801**	**15**	**0.00**
	13			**Total YTD Single Year Grants**		**$0**	**$6,318**	**$35,557,109**	**20,506**	**26.00**
				Multi-Year Grants						
1	219089	District	**Texas Higher Education Coordinating Board**, Program Title: *"Pathways Project (TxRAN)"* . Year 8 of 8.	Continue leading one of the regional pathways partnerships in support of THECB's statewide pathways project. Team also develops educational and other support interventions to ease student transition from high school through college completion, thereby supporting 60x30 TX goals of increasing post secondary completions by 2030.	8/31/2020	$0	$0	$6,300	0	0.00
2	219742	District-Economic Workforce	**U.S. Department of Health & Human Services Administration for Children and Families,** Program Title: *"Healthcare Professions Opportunity Grant"* . Year 6 of 6.	The purpose of this grant is to provide direct training and education as well as prepare individuals for employment in the healthcare field. Will offer an exciting career laddering program that provides educational training for Temporary Assistance for Needy Family (TANF) recipients and low income eligible individuals in high demand healthcare fields.	9/30/2020	$0	$0	$3,000,000	310	18.00
	2		**Total Dist.-YTD Multi-Year Grants**			**$0**	**$0**	**$3,006,300**	**310**	**18.00**
1	211128	San Antonio College	**U.S. Department of Health and Human Services / Healthy Futures of Texas**, Program Title: *"Competitive Personal Responsibility Education Program (C-PREP)"*. Year 6 of 6.	The program aims to prevent unplanned pregnancy and reduce sexually transmitted diseases to college-aged youth between the age of 14-19 yrs. through two health education programs, Seventeen Days, and SHARP (Sexual Health Adolescent Risk Prevention).Target population includes dual-high school students enrolled at San Antonio College.	7/17/2020	$0	$0	$89,270	300	1.00
2	211137	San Antonio College	**U.S. Department of Education,** Program Title: *"Highlands Upward Bound Math and Science Project"* . Year 4 of 5.	Project provides student service programs for individuals from disadvantaged backgrounds, first generations, low-income individuals, etc. UBMS provides up to four years of additional academic support through summer instruction in math, language arts, composition, foreign language and lab science that aligns with state exams and state readiness standard.	9/6/2017	$0	$19,073	$297,584	60	3.00
3	211138	San Antonio College	**U. S. Department of Education,** Program Title: *"Child Access Means Parents in School (CCAMPIS)"* . Year 4 of 5.	Goal is to increase low-income student success by providing access to high quality child care. Project will provide academic support counseling for CCAMPIS parents at-risk for failure.	10/1/2017	$341,068	$22,821	$308,091	60	0.00
4	211143	San Antonio College	**Texas Higher Education Coordinating Board**, Program Title: *"Nursing Shortage Reduction Program/Nursing Under 70 Program"*. Year 2 of 2.	The purpose of the grant is to provide up-front funding for the e institution's nursing department in order to hire additional faculty and to take additional measures necessary to improve the number of initial license graduates.	3/27/2019	$0	$0	$318,351.35	0	0.0

ALAMO COLLEGES DISTRICT

FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description

September 1, 2020 -November 30, 2020

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
5	211146	San Antonio College	**National Science Foundation**, Program Title: *"Cyber Service Scholarship (CSS) Program"*. Year 2 of 5.	The principal goal of this project is to encourage and enable academically talented SAC CIS majors who are veterans of the Armed Forces to complete the AAS in Information Assurance and Cyber Security and enter into a federal, state, local government position related to Cyber Security.	9/14/2018	$0	$0	$241,621	5	0.00
6	211153	San Antonio College	**U.S. Department of Education**, Program Title: *"Project R.I.S.E. (Ready, Inspired, Successful, Engaged) SSS Program"*. Year 1 of 5.	San Antonio College proposes to serve at least 120 low-income, first-generation and/or disabled STEM and Health Sciences majors each year through Project R.I.S.E. The program will increase students' chances of success by providing year round tutoring and prescribed tutoring plans, academic and college readiness instruction.	8/11/2020	$0	$0	$261,879	120	5.00
7	211154	San Antonio College	**U.S. Department of Education,** Program Title: *"Veterans Achieving Learning through Opportunity and Resilience (VALOR) SSS Program"*. Year 1 of 5.	San Antonio College proposes to serve at least 120 low-income, first generation and/or disabled veterans each year through Project VALOR. The program will increase students' chances of success by providing year-round tutoring, academic and college readiness instruction, and postsecondary course selection.	8/11/2020	$0	$0	$261,786	120	5.00
8	211158	San Antonio College	**National Security Agency,** Program Title: *"National Centers of Academic Excellence in Cybersecurity (NCAE-C)"*. Year 1 of 2.	Goal is to increase the number of transitioning military veterans, existing first responders, and criminal justice and finance earners who are prepared to defend our nations security and prosperity via cybersecurity-related positions in San Antonio, Texas and beyond.	9/3/2020	$0	$25,958	$218,454	20	1.00
9	211532	San Antonio College	**U.S. Department of Education,** Program Title: *"Tenaces: Staying the Course-A Project to Increase STEM Field Success for Hispanic and Low-income Students"*. Year 5 of 5.	Purpose of this program is to develop and carry out activities to improve and expand the institutions capacity to serve Hispanic and other low-income students in San Antonio who attain degrees in STEM fields.	10/1/2020	$0	$75,000	$775,000	15,000	5.00
	9		**Total SAC-YTD Multi-Year Grants**			**$341,068**	**$142,852**	**$2,772,037**	**15,685**	**20.00**
1	212079	St. Philip's College	**U.S. Department of Health and Human Services / Healthy Futures of Texas**, Program Title: *"Competitive Personal Responsibility Education Program (C-PREP)"*. Year 6 of 6.	Goal is to prevent unplanned pregnancy, STDs and HIV among the highest risk age and racial/ethnic groups of teens in Bexar County Texas; minority teens ages 18-19 attending three of the Alamo Colleges, St. Philip's College, San Antonio College and Palo Alto College.	7/17/2020	$0	$0	$88,895	300	1.00
2	212086	St. Philip's College	**U.S. Department of Education**, Program Title: *"St. Philip's College Child Care Access Means Parents in School Program"*. Year 4 of 5.	The goal of the project is to provide support for the participation of low-income student-parents in post secondary education through the provision of campus based child care services offered at the on-site nationally accredited SPC Development Center.	10/1/2020	$0	$0	$120,250	40	1.00
3	212088	St. Philip's College	**National Aeronautics and Space Administration (NASA) / University of Texas at San Antonio**. Program Title: *"NASA Center for Advanced Measurements in Extreme Environments (CAMEE)"*. Year 2 of 2.	The NASA MIRO significantly increase the number of under represented minority STEM students who transfer to four-year institutions to complete a Bachelor's degree in STEM fields. Objectives include providing professional development, peer mentorship, faculty mentorship, tutoring and enriched STEM labs.	10/1/2020	$0	$0	$46,861	10	0.00

ALAMO COLLEGES DISTRICT

FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description

September 1, 2020 -November 30, 2020

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
4	212604	St. Philip's College	**U.S. Department of Education**, Program Title: *"Historically Black Colleges and Universities Program"* . Year 4 of 5.	The funds allocated under this grant are being used to support Project Administration and Research Development, Center of Excellence for Math and Science, Campus Renovation, Information & Communication Technology, Student Services, Good Samaritan Veteran Outreach and Transition Center.	8/20/2020	$0	$0	$7,363,989	0	14.00
5	212628	St. Philip's College	**U.S. Department of Education,** Program Title: *"FUTURE Act"*. Year 1 of 5.	Funds for this grant will be used to implement and operate three activities that will support and strengthen the overall institution deliver of services to students. Project Administration and Research Development, Campus Renovation & Technology Improvements and Student Services	8/21/2020	$0	$0	$1,162,992	0	0.00
	5		**Total SPC-YTD Multi-Year Grants**			**$0**	**$0**	**$8,782,987**	**350**	**16.00**
1	213069	Palo Alto College	**U.S. Department of Health and Human Services / Healthy Futures of Texas**, Program Title: *"Competitive Personal Responsibility Education Program (C-PREP)"*. Year 6 of 6.	Goal of Health Futures of Texas project is to prevent unplanned pregnancy, STDs and HIV among the highest risk age and racial/ethnic groups of teen in Bexar County Texas ages 18-19 attending the Alamo Colleges.	6/10/2020	$0	$0	$89,270	300	1.00
2	213076	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College Upward Bound Project"* . Year 4 of 5.	Upward Bound will provide participants from Poteet, Pleasanton, Lytle and Jourdanton High Schools with academic instruction; tutoring and advising on financial aid programs, assistance in completing financial aid applications, financial literacy and support for applying for college enrollment. Participants will be provided support for their diverse academic and non-cognitive needs to ensure that they persist.	9/30/2020	$0	$0	$287,429	77	2.00
3	213078	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College Child Care Means Access in School Project"*. Year 4 of 4.	The project will subsidize the majority of the cost of on-and off campus child care to ensure that PAC students realize their full potential by enrolling, persisting, and completing a college degree. The project will also subsidize off-campus infant care for a minimum of 2 student parents each year.	7/16/2020	$0	$10,746.88	$134,337	20	1.00
4	213079	Palo Alto College	**National Science Foundation**, Program Title: *"Palo Alto College S-STEM Project"*. Year 4 of 5.	The goal of this project is to increase the number of academically talented, financially needy Biology and Biosciences majors who transfer and graduate with a bachelors degree in STEM field on time. The project will help low-income, academically talented Biology students through involvement in Projects of Discovery (PODs).	7/28/2019	$0	$0	$118,842	25	7.00
5	213080	Palo Alto College	**U.S. Department of Education,** Program Title: *"Palo Alto College Upward Bound Math and Science Project"*. Year 4 of 5.	Project will provide participants from East Central High School with academic instruction, tutoring and advising, information on financial aid programs, assistance in completing financial aid applications, financial literacy and support for applying for college enrollment.	9/1/2020	$0	$0	$297,601	60	2.00
6	213091	Palo Alto College	**U.S. Department of Labor**, Program Title: *"Youth Apprenticeship Readiness Grant"* . Year 1 of 5.	The Education Success Pilot programs will be the target population to receive pre-apprenticeship training to expose them to local, state and national apprenticeship programs.	7/1/2020	$0	$79,215	$699,159	825	7.00
7	213093	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College SSS Project"*. Year 1 of 5.	The project will provide participants with academic support, tutoring and advising; information on financial aid assistance; financial literacy, career exploration; university visits and transfer workshops.	9/1/2020	$0	$17,780	$261,888	140	2.00

ALAMO COLLEGES DISTRICT

FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description

September 1, 2020 -November 30, 2020

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
8	213095	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College DHSI: Project Listo"*. Year 1 of 5.	Project Listo or "ready" in English is designed to establish college-wide best practices and support one activity by increasing Student Support; Growing Partnerships and employer relations to increase student internship and service-learning opportunities; Enrich learning by increasing professional development for faculty to support curriculum design that incorporates career readiness and cultural competency for student success.	9/3/2020	$0	$0.00	$456,307	150	6.00
9	213516	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College Title V: Project Impacto"* . Year 5 of 5.	Project will establish college-wide best practices and support systems that enable high-need students to successfully enter, persist, and complete an associates degree program by Strengthening high impact practices for continuing students to improve persistence and completion; establish a student advocacy center and increase professional development opportunities for faculty and staff that will improve student engagement, teaching and learning.	3/1/2016	$2,099,792	$0	$525,000	500	6.00
10	213518	Palo Alto College	**U.S. Department of Education**, Program Title: *" SEEDS of Excellence in STEM at Palo Alto College: Support, Engagement Experiential and Development Systems"*. Year 5 of 5.	The SEEDS of excellence project is designed to establish college-wide best practices and support systems related to STEM that aim to increase the number of Hispanic and low-income students pursuing and graduating with STEM degrees be developing comprehensive and collaborative academic and student service programs and strengthening the STEM pipeline. *Additional funding in the amount of $89,219.*	9/27/2016	$15,000	$62,000	$864,219	354	5.00
11	913912	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College DHSI: Project Listo"*. Year 1 of 5.	Funds are budgeted for the creation of the Center for Career and Experiential Learning to include a meeting/conference room, a career closet, small computer lab for career assessments and office space to house project staff.	9/3/2020	$0	$0.00	$142,700	0	0.00
	11		**Total PAC-YTD Multi-Year Grants**			**$2,114,792**	**$169,742**	**$3,876,752**	**2,451**	**39.00**
1	214050	Northwest Vista College	**U.S. Department of Education,** Project Title: *"Community Math Project: Building Math Proficiency to Strengthen Teacher Education through Collaborative Interventions"*. Year 3 of 5.	Project aims to narrow the achievement gap among underserved students and provide better educational access for underrepresented groups, through the implementation activities and services designed in t he Developing Hispanic Serving Institutions Programs.	9/28/2020	$0	$0	$718,091	15,000	4.8
2	214051	Northwest Vista College	**U.S. Department of Education / University of Texas at San Antonio**, Project Title: *"Latino Teacher Academy Learning Community (Latino TALC)"*. Year 3 of 5.	The project will provide a support system that facilitates a smooth transition for teacher candidates from the community college to four year institutions. This is a holistic development approach that will provide teacher candidates support as they navigate from a learning community to a professional learning network.	9/28/2020	$0	$0	$224,103	125	3.0
	2		**Total NVC-YTD Multi-Year Grants**			**$0**	**$0**	**$942,194**	**15,125**	**7.80**
	29			**Total YTD Multi-Year Grants**		**$2,455,860**	**$312,594**	**$19,380,270**	**33,921**	**100.80**
	42			**GRAND TOTAL-YTD SINGLE AND MULTI-YEAR GRANTS**		**$2,455,860**	**$318,912**	**$54,937,379**	**54,427**	**126.80**

ALAMO COLLEGES DISTRICT

FY 2021 Monthly (MTD) Restricted Contract Activity Report

September 01, 2020 -November 30, 2020

Item No.	Grant Code	College	Funding Source / Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
1	244002	Northwest Vista College	**Texas Guaranteed Student Loan Corp. (TRELLIS),** Program Title: *"Trellis Project Success Student Emergency Grant Program"*. Year 3 of 3.	Goal of the Project Success Student Emergency Grant Program is to assist eligible students in financial emergencies. Students needing assistance with unforeseen expense, that if not resolved quickly could lead to their departure from the college and loss of momentum toward completion.	9/1/2020	$0	$0	$20,000	60	0.00
	1			**GRAND TOTAL-MTD RESTRICTED CONTRACTS**		**$0**	**$0**	**$20,000**	**60**	**0.00**

ALAMO COLLEGES DISTRICT

FY 2021 YTD Restricted Contract (Non-Grant) Summary Report

September 1, 2020 - November 30, 2020

No.	Contract Recipient	No. of Contracts Executed for the Year	YTD Total Amount of Contracts	No. Students to be Served
1	District Restricted Contracts			
2	San Antonio College			
3	St. Philip's College			
4	Palo Alto College			
5	Northwest Vista College	1	20,000	60
6	Northeast Lakeview College	1	3,590	0
	Total	**2**	**$23,590**	**60**

Year-to-Date Number of Contracts in Selected Dollar Ranges:

No.	Contract Recipient	$.01-$9,999.99	$10,000- $99,999	$100,000 and Higher	Total
1	District Restricted Contracts	0	0	0	0
2	San Antonio College	0	0	0	0
3	St. Philip's College	0	0	0	0
4	Palo Alto College	0	0	0	0
5	Northwest Vista College	0	1	0	1
6	Northeast Lakeview College	1	0	0	1
	Total	**1**	**1**	**0**	**2**

Discussion and Possible Action on Approval of Construction Reports

Presented to the Board acting as Committee of the Whole on January 19, 2021 and now presented to the Board for approval on January 26, 2021.

MINUTE ORDER

"The Alamo Colleges District Board of Trustees hereby approves the construction reports as presented."

PURPOSE

The following construction reports are presented to the Board of Trustees for informational and approval purposes.

BACKGROUND

1. 2017 Capital Improvement Program Overview Chart(s)
2. 2017 General Obligation Bond CIP Summary and Detail Report
3. Bond Overview

IMPLICATIONS

Financial: N/A
Strategic Plan: Strategic Objective III Performance Excellence
Human Resources: N/A

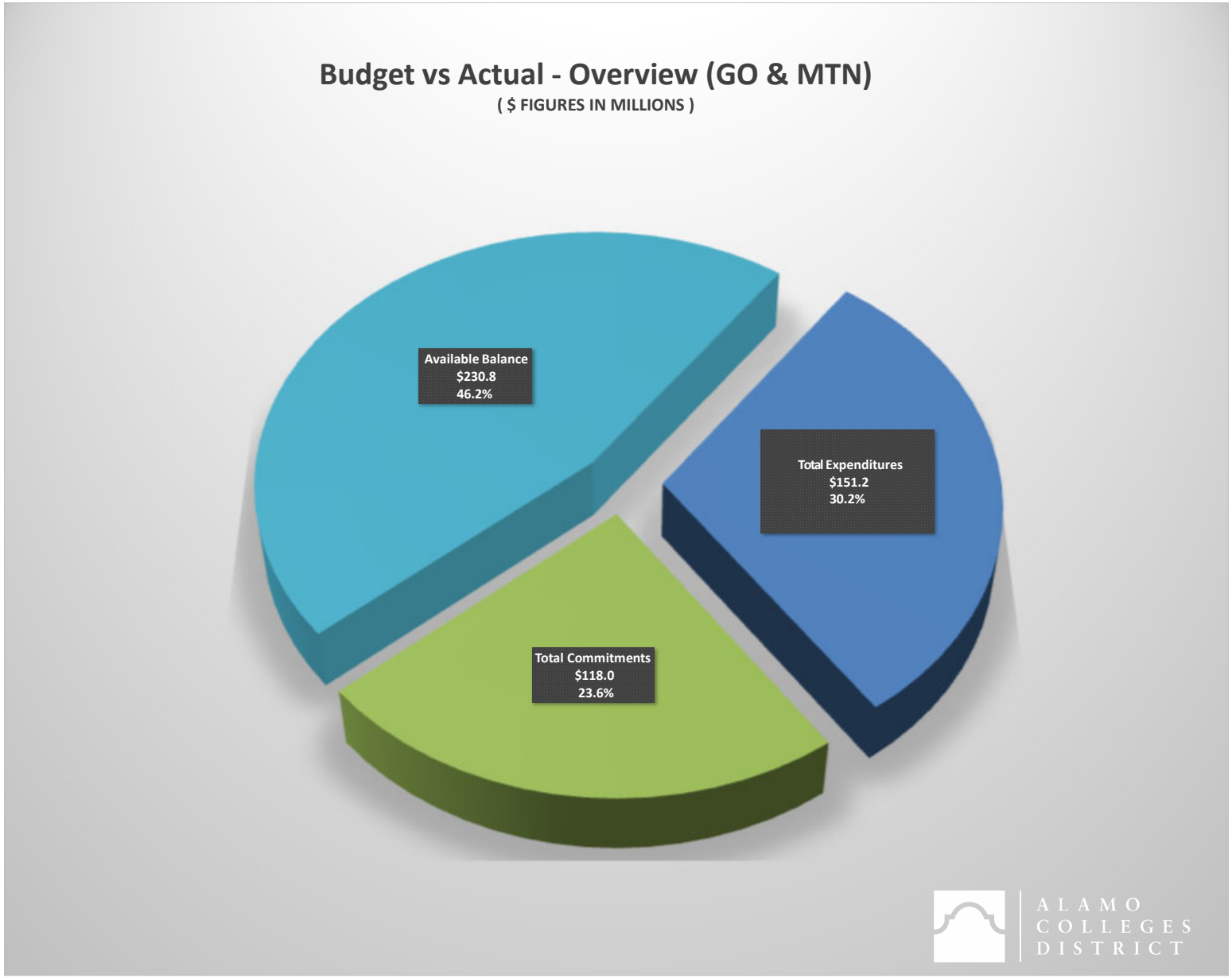
ATTACHMENTS: Construction Reports

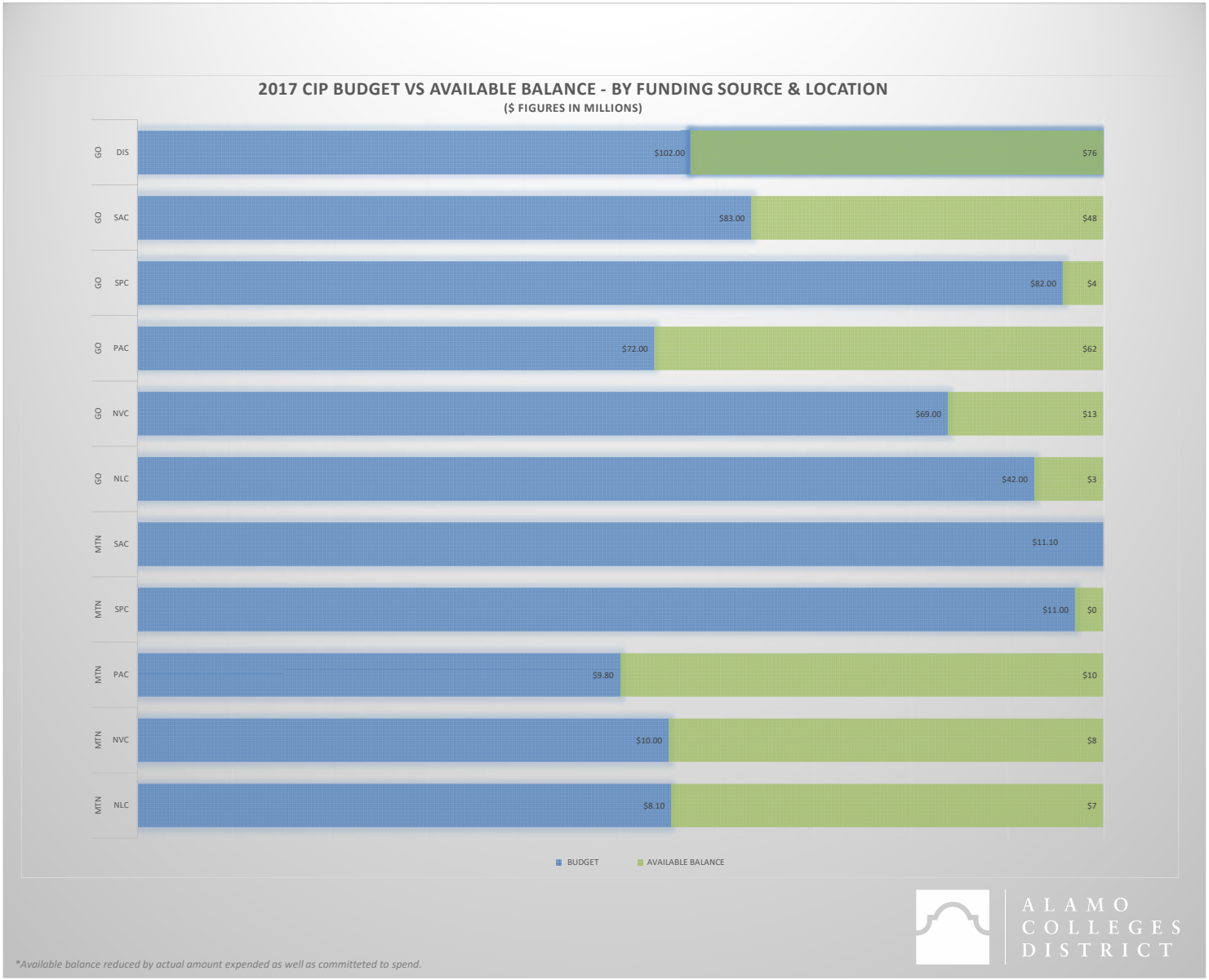
Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2021.01.08 08:17:58 -06'00'

Pamela Ansboury, CPA, M.Ed.
Assoc. Vice Chancellor of Finance and Fiscal Services

Diane E. Snyder, CPA, Ph.D.
Vice Chancellor of Finance and Administration

Dr. Mike Flores, Chancellor


Budget vs Actual - Overview (GO & MTN)
($ FIGURES IN MILLIONS)
Available Balance
$230.8
46.2%
Total Expenditures
$151.2
30.2%
Total Commitments
$118.0
23.6%
ALAMO
COLLEGES
DISTRICT


2017 CIP BUDGET VS AVAILABLE BALANCE - BY FUNDING SOURCE & LOCATION
($ FIGURES IN MILLIONS)
GO DIS
$102.00
$76
GO SAC
$83.00
$48
GO SPC
$82.00
$4
GO PAC
$72.00
$62
GO NVC
$69.00
$13
GO NLC
$42.00
$3
MTN SAC
$11.10
MTN SPC
$11.00
$0
MTN PAC
$9.80
$10
MTN NVC
$10.00
$8
MTN NLC
$8.10
$7
BUDGET
AVAILABLE BALANCE
*Available balance reduced by actual amount expended as well as committeted to spend.
ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT

2017 - CAPITAL IMPROVEMENT PROGRAM SUMMARY

As of November 30, 2020

FUNDING SOURCES	GO 2017	MTN20	Unissued GO	Unissued GO	TOTAL
BOND PROCEEDS G.O.	$ 173,000,000	$ -	$ 169,000,000	$ 108,000,000	$ 450,000,000
BOND PROCEEDS M.T.N	$ -	$ 50,000,000			$ 50,000,000
TOTAL FUNDING SOURCES	**$ 173,000,000**	**$ 50,000,000**	**$ 169,000,000**	**$ 108,000,000**	**$ 500,000,000**

BY LOCATION	BUDGET	CURRENT YEAR TOTAL	PRIOR YEARS' TOTAL	TOTAL TO DATE ALL YEARS	COMMITMENTS	AVAILABLE BALANCE
DISTRICT & DISTRICT WIDE - 2017 G.O. BOND	$ 102,000,000	$ 115,148	$ 23,991,667	$ 24,106,815	$ 2,032,257	$ 75,860,928
SAN ANTONIO COLLEGE - 2017 G.O. BOND	$ 83,000,000	$ 2,276,248	$ 18,918,460	$ 21,194,708	$ 14,249,336	$ 47,555,956
ST. PHILIP'S COLLEGE & SWC - 2017 G.O. BOND	$ 82,000,000	$ 2,601,220	$ 46,362,030	$ 48,963,250	$ 29,457,292	$ 3,579,458
PALO ALTO COLLEGE - 2017 G.O. BOND	$ 72,000,000	$ (57,224)	$ 8,291,676	$ 8,234,452	$ 1,270,902	$ 62,494,646
NORTHWEST VISTA COLLEGE - 2017 G.O. BOND	$ 69,000,000	$ 2,374,231	$ 29,683,871	$ 32,058,102	$ 23,715,716	$ 13,226,182
NORTHEAST LAKEVIEW COLLEGE - 2017 G.O. BOND	$ 42,000,000	$ 350,462	$ 1,922,687	$ 2,273,149	$ 36,499,104	$ 3,227,747
General Obligation Bond Totals	**$ 450,000,000**	**$ 7,660,085**	**$ 129,170,392**	**$ 136,830,477**	**$ 107,224,607**	**$ 205,944,917**
SAN ANTONIO COLLEGE - 2020 MTN BOND	$ 11,100,000	$ 2,019,525	$ 1,578,294	$ 3,597,819	$ 7,502,181	$ -
ST. PHILIP'S COLLEGE & SWC - 2020 MTN BOND	$ 11,000,000	$ 2,934,403	$ 5,780,024	$ 8,714,427	$ 1,954,300	$ 331,273
PALO ALTO COLLEGE - 2020 MTN BOND	$ 9,800,000	$ -	$ -	$ -	$ -	$ 9,800,000
NORTHWEST VISTA COLLEGE - 2020 MTN BOND	$ 10,000,000	$ -	$ 1,818,853	$ 1,818,853	$ -	$ 8,181,147
NORTHEAST LAKEVIEW COLLEGE - 2020 MTN BOND	$ 8,100,000	$ 200,359	$ 53,210	$ 253,569	$ 1,289,285	$ 6,557,146
MTN Bond Totals	**$ 50,000,000**	**$ 5,154,287**	**$ 9,230,381**	**$ 14,384,667**	**$ 10,745,766**	**$ 24,869,567**
UNALLOCATED INTEREST INCOME	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL FOR ALL 2017 CIP BONDS	**$ 500,000,000**	**$ 12,814,371**	**$ 138,400,772**	**$ 151,215,144**	**$ 117,970,373**	**$ 230,814,483**

ALAMO COLLEGES DISTRICT

2017 - CAPITAL IMPROVEMENT PROGRAM EXPENDITURES BY PROJECT

As of November 30, 2020

General Obligation Bonds

PROJECT TITLE	Adjusted Budget	Current Month Expenses	Current Yr Expenses	Prior Yrs Expenses	Total to Date All Yrs Expenses	Commitments	Available Balance
DIS-WETC GO17 - T1	23,000,000	-	-	1,188,843	1,188,843	579,305	21,231,852
DIS-SETC GO17 - T1	23,000,000	411,858	115,148	994,134	1,109,281	282,510	21,608,209
DIS-N. 281 Property purch - GO17 - T1	5,000,000	-	-	5,000,000	5,000,000	-	-
DIS I-10 NW Ed and Train Ctr. - GO17 - T2	23,000,000	-	-	1,710,781	1,710,781	71,568	21,217,651
SWC- Redund Police Dpatch @ SWC - GO17 - T1	3,000,000	-	-	2,906,634	2,906,634	78,849	14,517
TOTAL FOR DISTRICT	**$ 77,000,000**	**$ 411,858**	**$ 115,148**	**$ 11,800,391**	**$ 11,915,539**	**$ 1,012,232**	**$ 64,072,229**
DIS Instructional Tech GO17 - T1	1,500,000	-	-	788,961	788,961	-	711,039
DIS Infrastructural & ACOL GO17 T1	11,600,000	-	-	4,549,416	4,549,416	-	7,050,584
DIS Comm. & Collaboration Tools GO17 T1	4,100,000	-	-	3,097,378	3,097,378	30,328	972,294
Reporting and Analysis - T3	1,700,000	-	-	-	-	-	1,700,000
DIS Mobile Tech & Security GO17 - T3	6,100,000	-	-	3,755,521	3,755,521	989,697	1,354,782
TOTAL FOR DISTRICT WIDE INFO. TECH.	**$ 25,000,000**	**$ -**	**$ -**	**$ 12,191,276**	**$ 12,191,276**	**$ 1,020,025**	**$ 11,788,699**
TOTAL FOR DISTRICT / DISTRICT WIDE	**$ 102,000,000**	**$ 411,858**	**$ 115,148**	**$ 23,991,667**	**$ 24,106,815**	**$ 2,032,257**	**$ 75,860,928**
SAC-Parking Garage GO17 - T1	19,726,336	793,195	1,495,082	14,610,406	16,105,487	3,314,159	306,690
SAC-Childcare Bldg GO17 - T1	14,652,417	14,588	14,588	504,736	519,324	367,670	13,765,423
SAC Law Enforce/ 1st Responder - GO17 - T2	20,000,000	32,290	32,290	94,840	127,130	1,246,025	18,626,845
SAC Fletcher St Success Ren w/ Main Entry - GO17 - T2	10,312,118	18,686	36,021	1,679,427	1,715,447	7,832,289	764,382
SAC Physical Plant - GO17 - T3	2,981,979	10,299	524,775	1,875,069	2,399,844	582,135	0
SAC Chance Academic Ren - GO17 - T3	1,489,747	-	-	1,923	1,923	112,022	1,375,802
SAC MFA Ren - GO17 - T3	47,808	-	-	47,808	47,808	-	-
SAC NEW SCIENCE BLDG - GO17	13,789,596	173,493	173,493	104,252	277,745	795,037	12,716,814
TOTAL FOR SAC	**$ 83,000,000**	**$ 1,042,550**	**$ 2,276,248**	**$ 18,918,460**	**$ 21,194,708**	**$ 14,249,336**	**$ 47,555,956**
SPC Culinary Arts Center Exc GO17 -T1	30,000,000	261,107	262,216	29,705,706	29,967,922	29,911	2,168
SPC Norris Tech Renovation GO17 - T2	15,582,376	591,071	610,569	14,059,910	14,670,478	179,105	732,792
SPC Bowden Renovation GO17 - T3	14,000,000	1,372,446	1,379,060	1,407,385	2,786,445	8,932,211	2,281,343
TOTAL FOR SPC	**$ 59,582,376**	**$ 2,224,623**	**$ 2,251,844**	**$ 45,173,001**	**$ 47,424,845**	**$ 9,141,228**	**$ 3,016,303**
SPC Welding and Auto Body Fac -GO17 -T2	22,417,624	338,006	349,375	1,189,029	1,538,405	20,316,064	563,155
TOTAL FOR SWC	**$ 22,417,624**	**$ 338,006**	**$ 349,375**	**$ 1,189,029**	**$ 1,538,405**	**$ 20,316,064**	**$ 563,155**
TOTAL FOR SPC / SWC	**$ 82,000,000**	**$ 2,562,629**	**$ 2,601,220**	**$ 46,362,030**	**$ 48,963,250**	**$ 29,457,292**	**$ 3,579,459**

ALAMO COLLEGES DISTRICT

2017 - CAPITAL IMPROVEMENT PROGRAM EXPENDITURES BY PROJECT

As of November 30, 2020

PROJECT TITLE	Adjusted Budget	Current Month Expenses	Current Yr Expenses	Prior Yrs Expenses	Total to Date All Yrs Expenses	Commitments	Available Balance
PAC Manufacturing Bldg GO17 - T1	57,660,696	-	(86,156)	1,841,272	1,755,116	816,589	55,088,991
PAC Real Estate Purchase (under district funding) GO17 - T1	6,000,000	-	-	5,118,242	5,118,242	-	881,758
PAC Student Engagement & Welcome Ctr GO17 - T2	117,663	-	-	-	-	117,663	-
PAC Natatorium and Gym Ren GO17 - T2	4,721,641	-	30,618	1,161,206	1,191,824	307,586	3,222,231
PAC Physical Plant GO17 - T3	3,500,000	1,625	(1,686)	170,956	169,270	29,064	3,301,666
TOTAL FOR PAC	**$ 72,000,000**	**$ 1,625**	**$ (57,224)**	**$ 8,291,676**	**$ 8,234,452**	**$ 1,270,902**	**$ 62,494,646**
NVC Parking Garage GO17 - T1	9,756,145	56,275	39,114	9,254,994	9,294,108	295,662	166,375
NVC Welcome Ctr. GO17 - T1	17,873,204	143,607	671,143	14,687,352	15,358,495	212,709	2,302,000
NVC Cultural Prog Ctr Excellen GO17 - T2	4,671,863	8,000	8,000	465,598	473,598	560,775	3,637,490
NVC STEM GO17 - T3	33,900,000	944,424	1,633,896	2,646,733	4,280,628	22,499,055	7,120,317
NVC Physical Plant GO17 - T3	2,798,788	22,079	22,079	2,629,194	2,651,273	147,515	-
TOTAL FOR NVC	**$ 69,000,000**	**$ 1,174,385**	**$ 2,374,231**	**$ 29,683,871**	**$ 32,058,102**	**$ 23,715,716**	**$ 13,226,182**
NLC Tech Ctr Excellence/Science Building GO17 - T2	42,000,000	55,910	350,462	1,922,687	2,273,149	36,499,104	3,227,747
TOTAL FOR NLC	**$ 42,000,000**	**$ 55,910**	**$ 350,462**	**$ 1,922,687**	**$ 2,273,149**	**$ 36,499,104**	**$ 3,227,747**
TOTAL 2017 G.O. BONDS	**$ 450,000,000**	**$ 5,248,955**	**$ 7,660,085**	**$ 129,170,392**	**$ 136,830,477**	**$ 107,224,607**	**$ 205,944,918**

ALAMO COLLEGES DISTRICT

2017 - CAPITAL IMPROVEMENT PROGRAM EXPENDITURES BY PROJECT

As of November 30, 2020

Maintenance Tax Notes

PROJECT TITLE	Adjusted Budget	Current Month Expenses	Current Yr Expenses	Prior Yrs Expenses	Total to Date All Yrs Expenses	Commitments	Available Balance
SAC FLETCH ST SCSS MTN20	11,100,000	1,031,421	2,019,525	1,578,294	3,597,819	7,502,181	-
TOTAL FOR SAC	**11,100,000**	**1,031,421**	**2,019,525**	**1,578,294**	**3,597,819**	**7,502,181**	**-**
SPC THCA Culinary-MTN20	2,181,723	391,906	479,018	1,015,778	1,494,796	637,163	49,764
SPC NORRIS TECH MTN20	8,808,277	1,736,386	2,455,385	4,764,246	7,219,631	1,317,137	271,509
SPC UNALLOCATED MTN20	10,000	-	-	-	-	-	10,000
TOTAL FOR SPC / SWC	**11,000,000**	**2,128,292**	**2,934,403**	**5,780,024**	**8,714,427**	**1,954,300**	**331,273**
PAC NATA & GYM IMP - MTN20	9,800,000	-	-	-	-	-	9,800,000
TOTAL FOR PAC	**9,800,000**	**-**	**-**	**-**	**-**	**-**	**9,800,000**
NVC CUL PRGMS CYP REN - MTN20	8,181,147	-	-	-	-	-	8,181,147
NVC WELCOME CTR - MTN20	1,818,853	-	-	1,818,853	1,818,853	-	0
TOTAL FOR NVC	**10,000,000**	**-**	**-**	**1,818,853**	**1,818,853**	**-**	**8,181,147**
NLC SCI/TECH CTR of EXEL - MTN20	4,000,000	-	-	-	-	-	4,000,000
NLC UNALLOCATED - MTN20	1,681,832	-	-	-	-	-	1,681,832
NLC ACA BLDG I ELEV - MTN20	1,274,314	3,352	3,352	-	3,352	1,185,826	85,136
NLC NLIB Elev & L Ren - MTN20	143,854	13,318	90,644	53,210	143,854	-	-
NLC STU COM MOIST BAR - MTN20	1,000,000	74,026	106,363	-	106,363	103,459	790,178
TOTAL FOR NLC	**8,100,000**	**90,696**	**200,359**	**53,210**	**253,569**	**1,289,285**	**6,557,146**
TOTAL 2020 MTN BONDS	**$ 50,000,000**	**$ 3,250,409**	**$ 5,154,287**	**$ 9,230,381**	**$ 14,384,667**	**$ 10,745,766**	**$ 24,869,567**
TOTAL 2017 CIP G.O. & MTN BONDS	**$ 500,000,000**	**$ 8,499,364**	**$ 12,814,371**	**$ 138,400,772**	**$ 151,215,144**	**$ 117,970,373**	**$ 230,814,484**

ALAMO COLLEGES DISTRICT

May 2017

Bond Election

The Alamo Colleges District is planning to hold a May 2017 bond election for $450 million in order to fund projects at its Northeast Lakeview, Northwest Vista, Palo Alto, San Antonio and St. Philip's Colleges, and across Bexar County. At current property value assessment levels, the issuance of the bond will not cause an increase in the District's tax rate for debt service from the present rate.

1) **Renovations**
More than 33% of the Alamo Colleges District's facilities, constituting more than 2 million square feet, are more than 25 years old, many more than 50 years old. The bond will provide funds to upgrade infrastructure, redevelop interiors and exteriors and repurpose many of these facilities.

2) **New Facilities**
The bond will also fund new facilities including Centers of Excellence to address anticipated population growth and the community's educational priorities, which include:
- Expanding training for high demand, high growth business and industry occupations in the region;
- Increasing emphasis on education in science, technology, engineering and mathematics (STEM) fields;
- Supporting our programs with smart classrooms and labs, as well as specialized program spaces; and
- Serving a growing number of students as population growth in our area is anticipated to increase by 1 million residents by 2035.

3) **Geographic Expansion**
The bond also will provide funding for Regional Centers and expansion of current college facilities to continue to provide educational services to all the communities in our service area. The population in our service area continues to grow, particularly in the north, south and west areas of the city and county. The bond will fund the acquisition of additional land to expand geographic distribution of our Regional Centers in order to make our education and training programs more accessible.

4) **Technology Infrastructure**
The bond will address the rapid expansion of IT and Technology demand in the learning and student support enrollment area by funding ongoing infrastructure development.



64-Year Old Bowden Building
St. Philip's College, MLK Campus



Land Acquisition for Regional Center Expansion



Technology Infrastructure for Enhanced Learning



Metropolitan Statistical Area Growth Projection + 1 Million People by 2035

San Antonio/New Braunfels MSA
Sources: https://www.census.gov
Texas Demographic Center http://txsdc.utsa.edu/Data/TPEPP/Projections/

Northeast Lakeview College		**$42,000,000**
Technology Center of Excellence	20,000,000 *	
Science Building	20,000,000 *	
Physical Plant Improvements	2,000,000	
Northwest Vista College		$69,000,000
STEM Center of Excellence	30,000,000	
Parking Garage and Welcome Center	26,000,000	
Cultural Programs Center of Excellence	10,000,000	
Physical Plant Improvements	3,000,000	
Palo Alto College		$66,000,000
Advanced Manufacturing and Public Service Center of Excellence	30,000,000	
Student Engagement & Welcome Center	12,000,000	
Healthcare Technology Center of Excellence	5,000,000	
Natatorium Improvements	5,700,000	
Gym Renovations (Improvements)	8,300,000	
Physical Plant Improvements	3,000,000	
Science Lab Renovations	2,000,000	
San Antonio College & First Responders Academy		$83,000,000
Finance & Science Center of Excellence	14,000,000	
Fletcher Student Success Building Renovation with Main Entry	20,000,000	
Parking Garage and Childcare Center	20,000,000	
Physical Plant Improvements	4,500,000	
McAllister Fine Arts Improvements	4,500,000	
Law Enforcement & First Responders Center of Excellence	15,000,000	
Physical Plant	5,000,000	
St. Philip's College & Southwest Campus		$82,000,000
Culinary Arts Building Center of Excellence	30,000,000	
Norris Technical Building Renovations	22,000,000	
Replacement of Bowden Building and Campus Center	10,000,000	
SWC - Welding and Auto Body Facility	20,000,000	
Higher Education Regional Centers		$69,000,000
Westside Educ. and Training Ctr. (WETC)	23,000,000	
IH 10 NW Educ. and Training Center (NWETC)	23,000,000	
Southside Educ. and Training Center (SETC)	23,000,000	
Safety and Security & Information Technology		$28,000,000
Redundant Police Dispatch Center	3,000,000	
Information Technology	25,000,000	
Real Estate		$11,000,000
Property at 281 N. County Line	5,000,000	
Property at Palo Alto College	6,000,000	

Bond Proposal Total Project Costs	$450,000,000

* Buildings are expected to be combined and their size may be expanded, funds permitting.

Discussion and Possible Action on Approval of Financial Reports

Presented to the Board acting as Committee of the Whole on January 19, 2021 and now presented to the Board for approval on January 26, 2021

MINUTE ORDER

"The Alamo Colleges Board of Trustees hereby accepts the financial reports as presented."

PURPOSE

The following financial reports are presented to the Board of Trustees for informational and approval purposes for November 30, 2020.

BACKGROUND

1. Financial Charts

2. Comparison of Year-to-Date Actual Revenues/Expenditures

IMPLICATIONS

Financial: N/A

Strategic Plan: Strategic Objective III Performance Excellence

Human Resources: N/A

ATTACHMENTS: Financial Reports

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2021.01.08 08:42:27 -06'00'

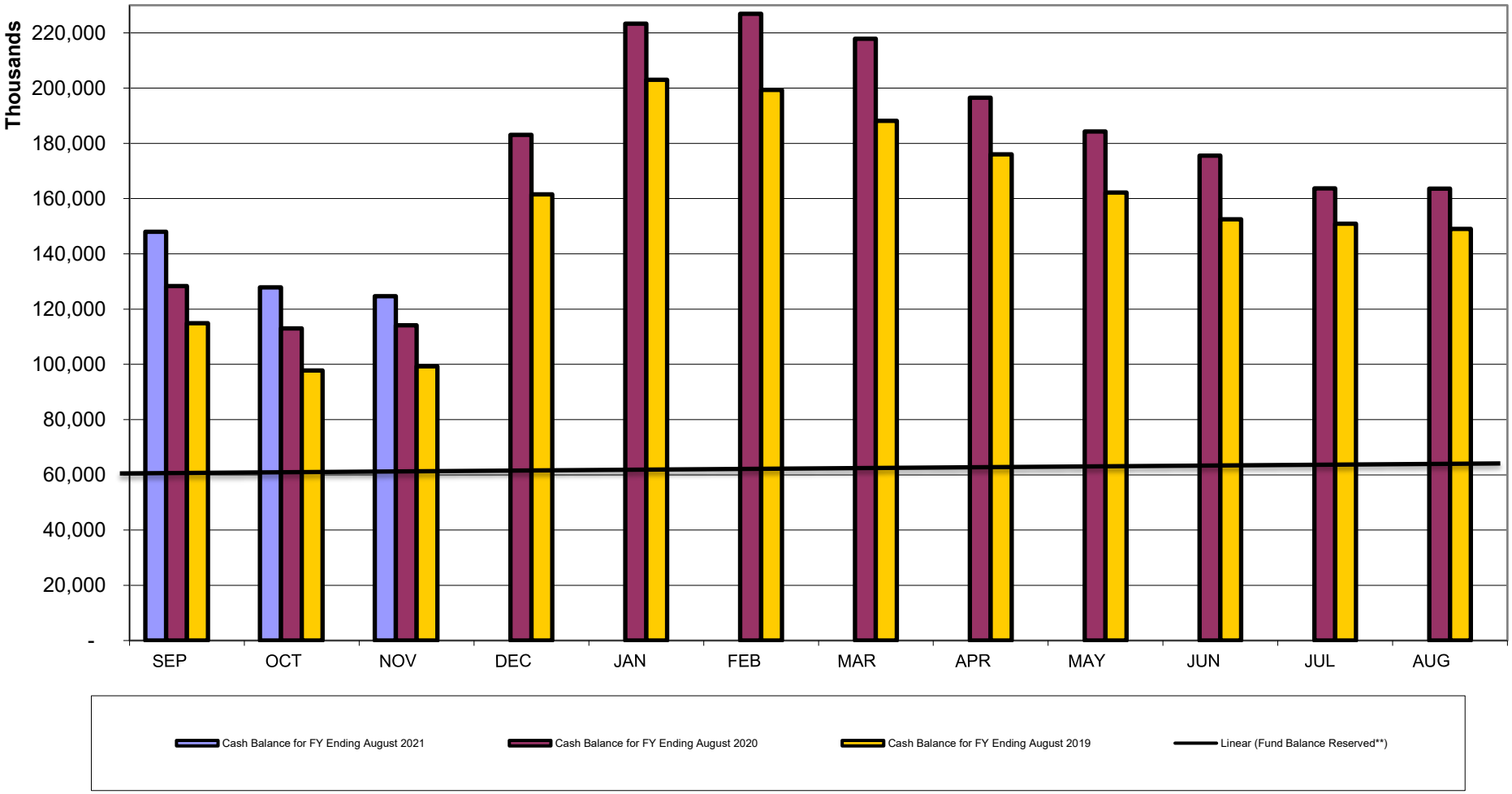
Pamela Ansboury, CPA, M. Ed
Assoc. Vice Chancellor of Finance and Fiscal Services

Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance and Administration

Dr. Mike Flores, Chancellor

ALAMO COLLEGES DISTRICT

Alamo Colleges District
Current Operating Fund Cash Analysis*
(For Fiscal Years Ending August 2021, 2020 and 2019)
Through November 2020

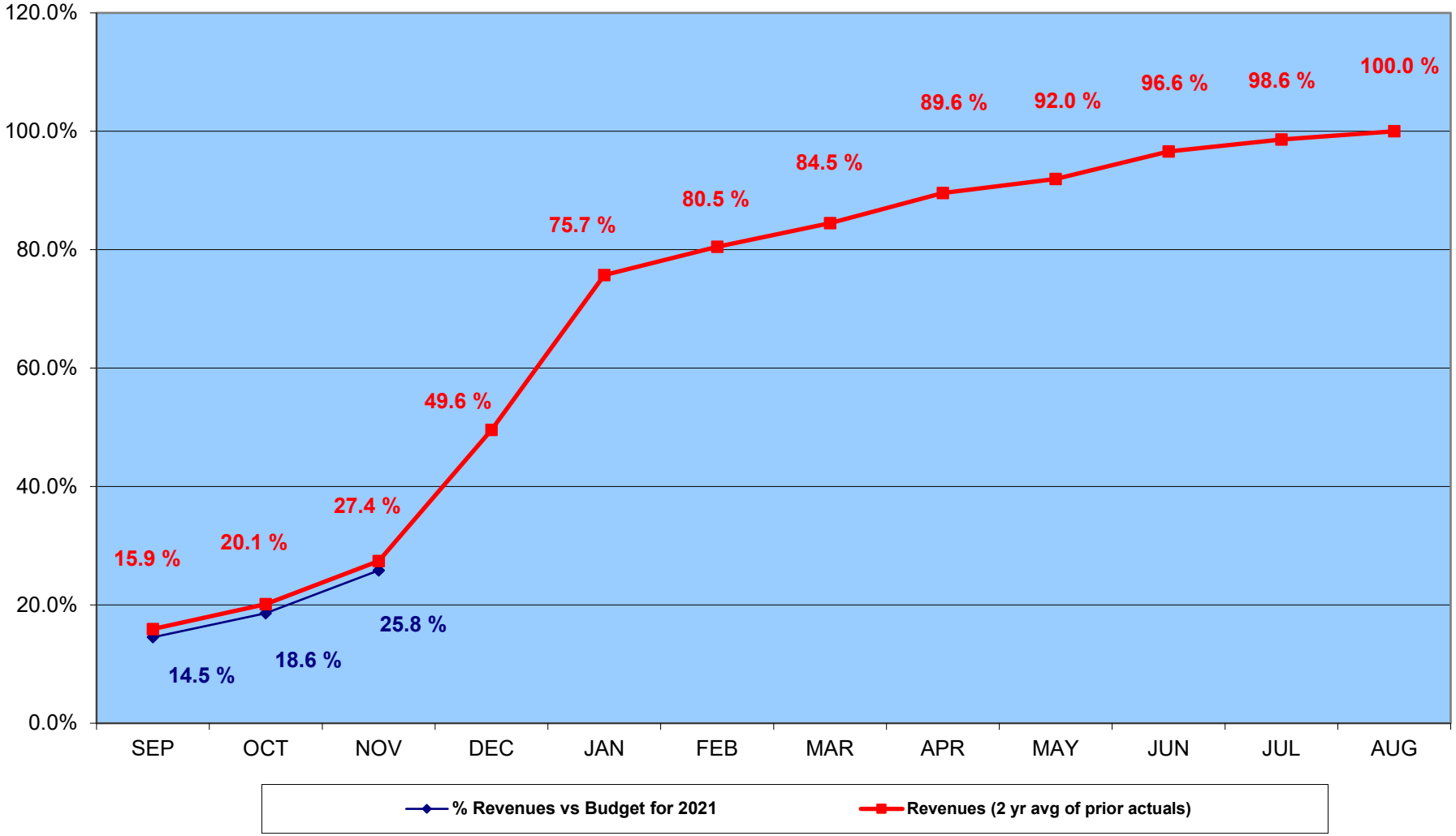


*Includes Cash and Investments.
Chart excludes cash balances for capital construction and debt service.
August includes Fall Tuition collections.

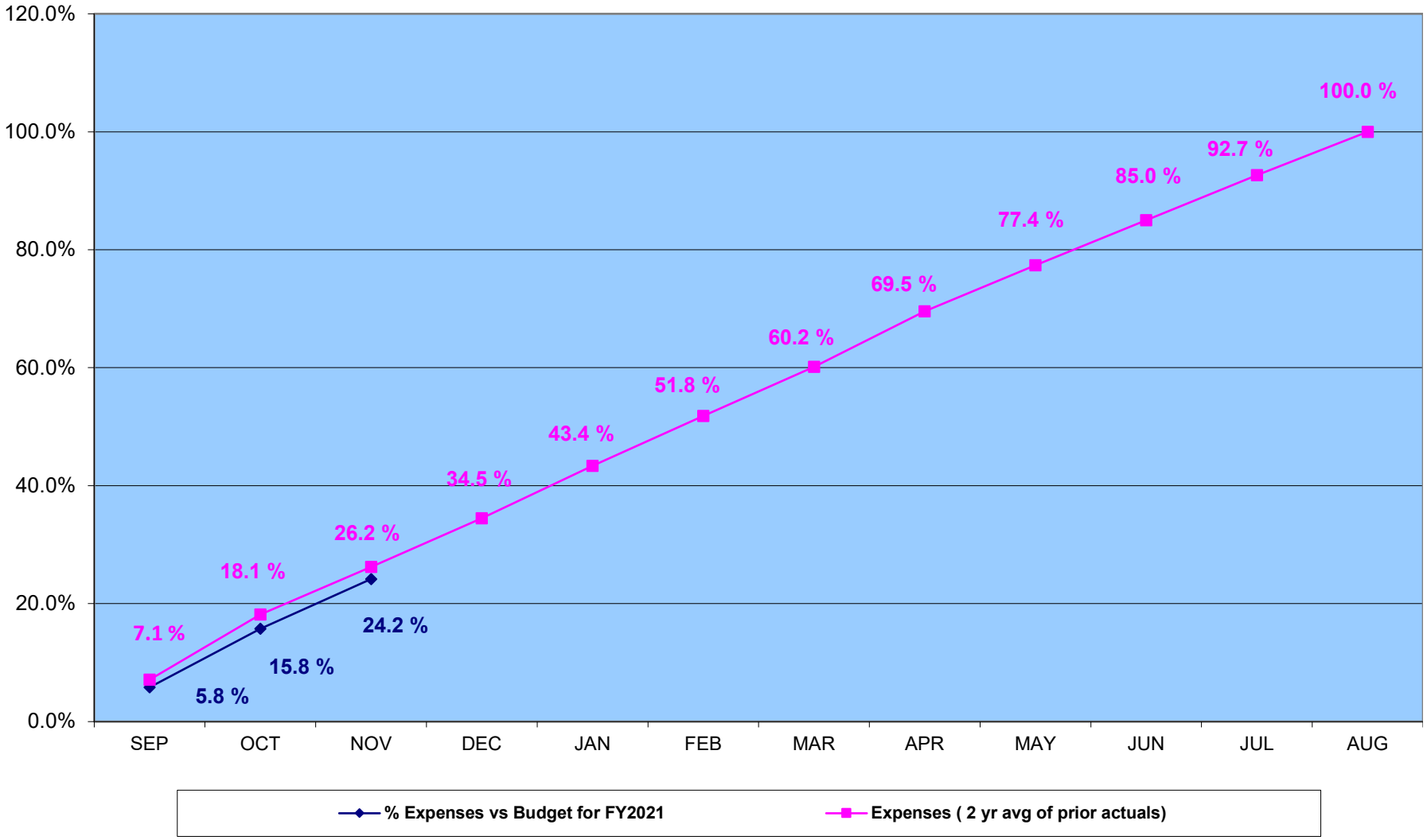
12/14/2020

**Fund Balance Reserved excludes encumbrances and operating commitments.

Alamo Colleges District
Unrestricted Operating Actual Revenues as % of Adjusted Budgeted Revenues
Compared to Average of Two Prior Years Actual Revenues



Alamo Colleges District
Unrestricted Operating Actual Expenses and Transfers as % of Adjusted Budgeted Expenses and Transfers
Compared to Average of Two Prior Years Actual Expenses and Transfers



ALAMO COLLEGES DISTRICT

FY 2020 - 2021 ALL FUNDS ACTUALS VS BUDGET REPORT

NOVEMBER 2020 YEAR-TO-DATE

	Adjusted Budget 2020 - 2021 **(A)** (as of November 2020)		YTD Actual 11/30/2020		% of Budget (3rd month / 25.0 % of Year) Unrestricted		Restricted	
	Unrestricted	Restricted	Unrestricted	Restricted	11/30/20	11/30/19	11/30/20	11/30/19
REVENUES								
Instruction and General	378,029,894	16,386,552	97,071,371	5,217,304	25.7%	26.7%	31.8%	23.2%
Public Service	1,113,198	-	62,172		5.6%	5.4%		
Scholarships and Fellowships	-	68,004,706		7,420,553			10.9%	11.1%
Auxiliary Enterprises	5,940,222	-	1,353,086		22.8%	22.8%		
Student Activity Fee	2,679,828	-	1,620,798		60.5%	70.7%		
Subtotal Current Funds	387,763,142	84,391,258	100,107,427	12,637,857	25.8%	26.9%	15.0%	13.7%
Capital Outlay	-	186,423,694		27,579				
Renewals & Replacements	-	-						
Building	-	52,847,716		50,027,030			94.7%	0.7%
Furniture & Equipment	-	1,790,895						
Debt Services	-	68,601,179		8,511,779			12.4%	12.5%
Subtotal Plant Funds	-	309,663,484	-	58,566,388		0.0%	18.9%	6.8%
TOTAL REVENUES	**387,763,142**	**394,054,742**	**100,107,427**	**71,204,245**	**25.8%**	**26.9%**	**18.1%**	**9.2%**
BEGINNING FUND BALANCES (B)								
Instruction and General	83,309,797	1,076,210	83,309,797	1,076,210				
Public Service	-	-						
Scholarships and Fellowships	-	10,431,716		10,431,716				
Auxiliary Enterprises	3,200,000	-	3,200,000					
Student Activity Fee	1,662,848	-	1,662,848					
Subtotal Current Funds	88,172,645	11,507,926	88,172,645	11,507,926				
Capital Outlay	-	35,937,153		35,937,153				
Renewals & Replacements	-	-		-				
Building	-	58,056,884		58,056,884				
Furniture & Equipment	-	10,826,345		10,826,345				
Debt Services	-	10,837,703		10,837,703				
Subtotal Plant Funds	-	115,658,085	-	115,658,085				
TOTAL BEGINNING FUND BALANCES	**88,172,645**	**127,166,011**	**88,172,645**	**127,166,011**				
TOTAL AVAILABLE (Revenues + Beg. Fund Balance)								
Instruction and General	461,339,691	17,462,762	180,381,168	6,293,514				
Public Service	1,113,198	-	62,172	-				
Scholarships and Fellowships	-	78,436,422	-	17,852,269				
Auxiliary Enterprises	9,140,222	-	4,553,086	-				
Student Activity Fee	4,342,676	-	3,283,646	-				
Subtotal Current Funds	475,935,787	95,899,184	188,280,072	24,145,783				
Capital Outlay	-	222,360,847	-	35,964,732				
Renewals & Replacements	-	-	-	-				
Building	-	110,904,600	-	108,083,914				
Furniture & Equipment	-	12,617,240	-	10,826,345				
Debt Services	-	79,438,882	-	19,349,482				
Subtotal Plant Funds	-	425,321,569	-	174,224,473				
TOTAL AVAILABLE	**475,935,787**	**521,220,753**	**188,280,072**	**198,370,256**				

(A) Includes no budget amendments.

(B) Beginning fund balance are budgeted ending FY19-20 fund balances. The fund balances include Board mandated 15% operating reserve, grants, construction, scholarships, & gifts funds.

ALAMO COLLEGES DISTRICT

FY 2020 - 2021 ALL FUNDS ACTUALS VS BUDGET REPORT

NOVEMBER 2020 YEAR-TO-DATE

	Adjusted Budget 2020 - 2021 (A) (as of November 2020)		YTD Actual 11/30/2020		% of Budget (3rd month / 25.0 % of Year) Unrestricted		Restricted	
	Unrestricted	Restricted	Unrestricted	Restricted	11/30/20	11/30/19	11/30/20	11/30/19
EXPENDITURES								
Instruction and Genera	359,882,310	16,386,552	82,999,492	4,653,145	23.1%	22.2%	28.4%	23.1%
Public Service	1,475,579	-	290,681		19.7%	23.7%		
Scholarships and Fellowships	-	73,948,203		7,661,606			10.4%	11.5%
Auxiliary Enterprises	1,955,950	-	267,139		13.7%	15.9%		
Student Activity Fee	2,679,828	-	257,883		9.6%	-2.1%		
Subtotal Current Funds	365,993,667	81,271,160	83,815,195	12,314,751	22.9%	22.0%	15.2%	13.9%
Capital Outlay	-	90,567,699		6,165,088			6.8%	9.2%
Renewals & Replacements	-	-						
Building	-	44,382,240		7,288,892			16.4%	2.8%
Furniture & Equipment	-	1,790,895		1,281,526				
Debt Services	-	80,078,920		5,933,410			7.4%	15.4%
Subtotal Plant Funds	-	216,819,754	-	20,668,916			9.5%	8.9%
TOTAL EXPENDITURES	**365,993,667**	**298,090,914**	**83,815,195**	**32,983,667**	**22.9%**	**22.0%**	**11.1%**	**10.0%**
TRANSFERS (IN) OUT								
Instruction and General			9,911,151					
Public Service								
Scholarships and Fellowships	5,943,497	(5,943,497)		-				
Auxiliary Enterprises	-	-						
Student Activity Fee	-	-						
Subtotal Current Funds	5,723,222	(5,723,222)	9,911,151	-				
Capital Outlay	4,058,400	(4,058,400)		-				
Renewals & Replacements	-	-						
Building	51,000	(51,000)		(2,090,813)				
Furniture & Equipment	-	-						
Debt Services	11,716,578	(11,716,578)		(7,820,338)				
Subtotal Plant Funds	15,825,978	(15,825,978)	-	(9,911,151)				
NET TRANSFERS	**21,549,200**	**(21,549,200)**	**9,911,151**	**(9,911,151)**				
TOTAL EXPENSE & TRANSFERS	**387,542,867**	**276,541,714**	**93,726,346**	**23,072,516**	**24.2%**	**22.9%**	**8.3%**	**8.2%**
ENDING FUND BALANCES								
Instruction and General	101,457,381	1,076,210	87,470,525	1,640,369				
Public Service	(362,381)	-	(228,509)	-				
Scholarships and Fellowships	(5,943,497)	10,431,716	-	10,190,663				
Auxiliary Enterprises	7,184,272	-	4,285,947	-				
Student Activity Fee	1,662,848	-	3,025,763	-				
Subtotal Current Funds	103,998,623	11,507,926	94,553,726	11,831,032				
Capital Outlay	(4,058,400)	135,851,548	-	29,799,644				
Renewals & Replacements	-	-	-	-				
Building	(51,000)	66,573,360	-	102,885,835				
Furniture & Equipment	-	10,826,345	-	9,544,819				
Debt Services	(11,716,578)	11,076,540	-	21,236,410				
Subtotal Plant Funds	(15,825,978)	224,327,793	-	163,466,708				
TOTAL ENDING FUND BALANCES	**88,172,645**	**235,835,719**	**94,553,726**	**175,297,740**				
TOTAL EXP, TRF & BALANCES	**475,715,512**	**512,377,433**	**188,280,072**	**198,370,256**				

(A) Includes no budget amendments.

555

(1) Revenue Variance:

For the three month period ended November 30, 2020 operating revenues totaled $100.1 million, a decrease of 3.7% from $103.8 million a year earlier. Given COVID-19 unprecedented impact, the three main sources of revenues for operations (property taxes, tuition and fees and state appropriations) held steady or showed slight decreases.

a) The District has benefitted from increasing taxable values in Bexar County. As of the initial roll certification in July of 2010, the net taxable value of the appraisal roll for the District was approximately $100 billion, and that has grown to over $186 billion in 2020. For the past 5 years, net taxable value has grown over 7% on an annualized rate. The rise in taxable assessed value has resulted in an increasing revenue stream for the Alamo Colleges District without raising the tax rate since 2012 and has provided funding for facilities operations and maintenance on infrastructure. Although the impact of Covid 19 is not fully known at this time, the expectation is for continued growth, especially in the single family housing category. Tax revenues for FY21 stand at $22.3M vs $22.2M in the prior year.

b) Tuition & fees for FY21 decreased 5.43%, or $2.8M, over FY20 amounts. FY2021 revenues stand at $48.1M, or 43.0% of the budget, vs. FY2020 revenues of $50.9M, or 46.8% of the budget. The gross revenue decrease is attributed to a drop of number of hours taken as headcount enrollment held steady at 69,060 as of 10/28/2020 vs 68,351 in the prior year.

c) After several biennia of essentially flat state funding from the State of Texas, the General Appropriations Act for the 2020 and 2021 biennium increased $65.4 million for all community colleges. For the Alamo Colleges District, state funding increased $5.78 million ($2.8 million for FY21). State appropriations increased 1.2% in FY21, or $300K, and stand at 31.5% and 31.2%, of FY21 and FY20 budgets, respectively. As of this month the revenues are $22.3M. State appropriations including state-paid benefits (group health & retirement) shows a slight increase as compared to the prior year.

(2) Expense Variance:

a) The overall goal of the Fiscal Year 2021 Annual Budget (FY21) is to continue the momentum we created last year in positioning the Alamo Colleges District for "smart growth," which makes the most effective use of every dollar of revenue to support the economic and social mobility of the members of our community and the success of our students. This is an especially significant accomplishment in light of the current economy and the strain we have seen organizations in San Antonio and the higher education community face in light of the pandemic. The Alamo Colleges District is fortunate to be well-prepared in the face of economic uncertainties plaguing other entities; instead we are investing in the "smart growth" initiatives that were introduced in FY20, and expanding them to ensure the success of continued “smart growth” and “smart talent” in FY21.

b) Operating expenses for FY21 and FY20 for the same period stand at 24.2% and 22.9% of budget, respectively. Actual expenses for FY21 and FY20 are $93.7M and $89.7M.

Discussion and Possible Action on Approval of Monthly Report on Cooperative Purchases in Excess of $100,000

Presented to the Board Acting as Committee of the Whole on January 19, 2021 and now presented to Board for approval on January 26, 2021.

MINUTE ORDER
"The Alamo Colleges District Board of Trustees hereby approves the monthly Cooperative Purchase Report as presented."

PURPOSE
The purpose of this Minute Order is to provide a monthly report of purchases exceeding $100,000 and any fees charged by the various local, state, and national providers of Cooperative Purchasing (COOP) programs during the specified reporting period. Not all COOP programs charge fees, and some COOP's offer cash rebates paid directly to Alamo Colleges. The Purchasing and Contract Administration Department utilizes the COOP programs to gain greater access to goods and services, cost savings through leveraged buying, and reduced administration costs by issuing fewer competitive bids and proposals. The combined buying power of public institutions throughout the State of Texas and nationally translates into savings and provides an efficient, cost effective and legal means for providing goods and services to departments throughout the Alamo Colleges in an expedited fashion.

BACKGROUND
Vendor contracts awarded through approved federal, state or cooperative purchasing agreements are a statutorily approved alternative to competitively procured vendor contracts. Only the following such contract purchases require prior Board approval:

a. Purchases valued at $100,000 or more in any 12-month period that will result in additional gross square footage (permanent or otherwise) that will require cleaning and maintaining, and have at least two utilities present;

b. Purchases valued at $100,000 or more in any 12-month period that in the judgment of the Chancellor or Purchasing & Contract Administration would commit the College District or one of the colleges to an entirely new technology that would be pervasive for subsequent years.

For any cooperative purchasing contract valued at $25,000 or more, Purchasing & Contract Administration shall document any contract-related fee, including any management fee. At least annually, Purchasing & Contract Administration shall present a written report regarding any contract-related fees, including any management fees, to the Board of Trustees at a properly posted open meeting.

IMPLICATIONS
Financial: None
Strategic Plans: Goal I-Student Success; and Goal III-Performance Excellence
Employee Services: None
Attachments: Cooperative Contract Purchases over $100,000

Gary O'Bar,C.P.M. Gary O'Bar,C.P.M. cn=Gary O'Bar,C.P.M., o=Alamo Colleges District, ou=Purchasing & Contract Administration, email=gobar@alamo.edu, c=US 2021.01.08 08:49:15 -06'00'

Gary O'Bar, C.P.M.
Director, Purchasing & Contract Administration

Pamela Ansboury, CPA, M.Ed.
Associate Vice Chancellor for Finance and Fiscal Services

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2021.01.08 08:46:51 -06'00'

Dr. Diane E. Snyder, CPA, Ph.D
Vice Chancellor for Finance & Administration

Dr. Mike Flores
Chancellor

COOPERATIVE CONTRACT PURCHASES OVER $100,000						
Location	**Type of Funding**	**Description**	**Purpose/Why**	**COOP Admin Fee**	**Total Cost**	**Vendor/ Co-Op**
Northeast Lakeview College	NLC – Facilities	NLC Erosion Mitigation at Bridges	Labor and material to repair and mitigate soil erosion at the campus storm drainage path. The work will correct erosion at the thermal storage tank and 2 bridges leading from parking lot four to the campus. The scope of work is to clear covert draining path, restore/grade downstream creek bottom, add revert mattresses and gabions, remove all debris, and add fill material as required.	$0.00	$261,345.10	Fuquay Inc. / BuyBoard 555-18 SMWVBE – WBE
District Wide	DIS Operating	Building automation and HVAC Technician Support Services	EcoStruxure Building Operation – Building Automation System Service Plans provide lifetime building efficiency through building data evaluation and leverage advanced analytics to guide onsite support through task prioritization. Optimize energy use and improve operational efficiency, identify savings opportunities, Streamline activities and manage resources more efficiently, make buildings smart, connected, and sustainable.	$0.00	$2,204,150.04	Schneider Electric Building Americas Inc. / TIPS 19060401

District Support Operations	DIS Operating	Annual Renewal of Adobe Software for students, faculty & staff at all Colleges and DSO Offices	Annual Renewal to provide up to date educational and business software used by all Alamo Colleges' students, faculty & staff	$0.00	$222,040.00	JourneyEd.com Inc. / TCCTA Adobe ETLA
San Antonio College	SAC-Perkins THECB Rabago Ins Equ 21	1 - Promax 3D Dental Imaging Equipment, 1 - Upgrade S2 Dental Imaging Equipment, 1 - Rotating Tubehead for Imaging Equipment, 1 - Retouch V5 (screen) for Imaging Equipment	New dental equipment is for instructional use by San Antonio College dental assisting students to enhance skills training in related field.	$0.00	$172,446.40	Patterson Dental Supply Incorporated / Region 19 20-7359
District Support Operations/ Information Technology Services	DSO Operating	(2) IT Security Analyst	To provide technical support for Banner related services.	$0.00	$219,612.80	Robert Half / HGAC TS06-17
St. Philip's College/Norris Tech Bldg	SPC NORRIS TECH MTN20	Furniture: Student and Instructor Desks, Computer Desks, Chairs, Bookcases, File cabinets, Modular Workstations, Conference Tables, Conference Chairs, Waiting area chairs, sofa and lab stools.	New furniture is going into general classrooms, computer classrooms, offices, conference rooms, computer repair workrooms, tutoring labs and testing center for the renovation of the Norris Technical Building.	$0.00	$722,719.05	Officesource / 121919-TKN; Office Furniture (Teknion) SMWVBE – WBE & SBE
St. Philip's College/Norris Tech Bldg	SPC NORRIS TECH MTN20	Furniture: Modular Workstations, Conference Tables, Conference Chairs, Work tables, Waiting area chairs, and lounging sofa.	New furniture is going into general classrooms, computer classrooms, offices, conference rooms, computer repair workrooms, tutoring labs and testing center for the renovation of the Norris Technical Building.	$0.00	$217,347.47	Officesource / 121919-TKN; Office Furniture (Teknion) SMWVBE – WBE & SBE

ALAMO COLLEGES DISTRICT
QUARTERLY INVESTMENT REPORT AS REQUIRED BY THE PUBLIC FUNDS INVESTMENT ACT
FOR PERIOD BEGINNING SEPTEMBER 1, 2020 AND ENDING NOVEMBER 30, 2020

Summary of Changes in Market Value for the Quarter:

	Total
Market Value 11-30-20	$ 266,882,200
Market Value 8-31-20	$ 315,610,972
Total Change in Market Value	$ (48,728,772)
Accrued Income not included above	$ 385,791

Market value above includes all investments plus all interest and non-interest bearing bank accounts per State Auditor's Office definition.

Total Change in Market Value consists of change in amount of funds held in cash and investments plus any change in fair market value.

Noteworthy Items:

The Government Treasurer's Organization of Texas awarded the "Certificate of Distinction" to Alamo Colleges District's Investment Policy.

FY 2020 Biennial PFIA Audit as required by State law performed by Weaver and Tidwell, L.L.P. with no instances of noncompliance.

All Investment Officers are in compliance with required biennial PFIA training.

All Trustees are currently in compliance with required PFIA training.

CERTIFICATION:

This report is prepared in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by Alamo Colleges District's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio has been complied with the PFIA and the Board approved Investment Policy and strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Alamo Colleges District and were made in full compliance with the PFIA and the approved Investment Policy.

Dr. Diane Snyder
Digitally signed by Dr. Diane Snyder
Date: 2021.01.07 10:38:54 -06'00'

Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance and Fiscal Administration

Pamela K. Ansboury
Digitally signed by Pamela K. Ansboury
Date: 2021.01.07 07:55:41 -06'00'

Pamela K. Ansboury, CPA, M. Ed
Associate Vice Chancellor, Finance & Fiscal Services

Patrick F. Vrba, Jr., CPA
Digitally signed by Patrick F. Vrba, Jr., CPA
Date: 2021.01.06 19:05:10 -06'00'

Patrick F. Vrba, Jr., CPA
Controller

Tracey Sulak Bedwell, CTP, MBA
Digitally signed by Tracey Sulak Bedwell, CTP, MBA
Date: 2021.01.06 15:30:54 -06'00'

Tracey Sulak Bedwell, CTP, MBA
Treasurer

Report prepared by Finance and Fiscal Services (Treasury)
Source: Hilltop Securities Asset Management; Investment Custody Statements

Alamo Colleges District

Executive Summary

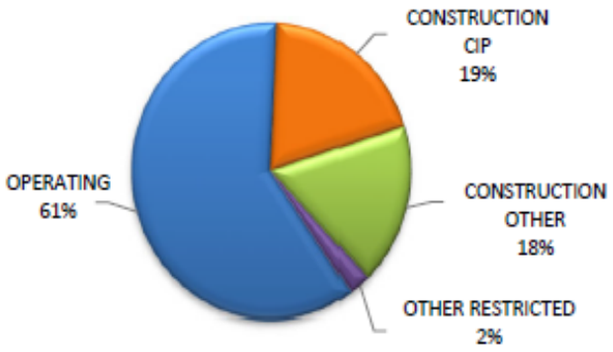
November 30, 2020

Portfolio Summary by Fund

	Market Value 11/30/2020	Market Value 8/31/2020	Change From Prior	Net Income for 11/30/2020	Net Income YTD 11/30/2020	Wtd Avg Yield 11/30/2020	Wtd Avg Maturity 11/30/2020
Operating	$152,872,139	$191,450,176	($38,578,037)	$310,522	$310,522	**0.562%**	**399 days**
Construction- CIP	$48,990,883	$60,884,069	($11,893,187)			0.123%	1 days
Construction- Other	$44,663,359	$44,648,372	$14,987	$14,987	$14,987	0.123%	1 days
Other Restricted	$6,165,323	$6,042,944	$122,379	$2,063	$2,063	0.123%	1 days
Grand Total	**$252,691,705**	**$303,025,562**	**($50,333,857)**	**$327,572**	**$327,572**		

Total Investments

By Fund



Top Ten Holdings

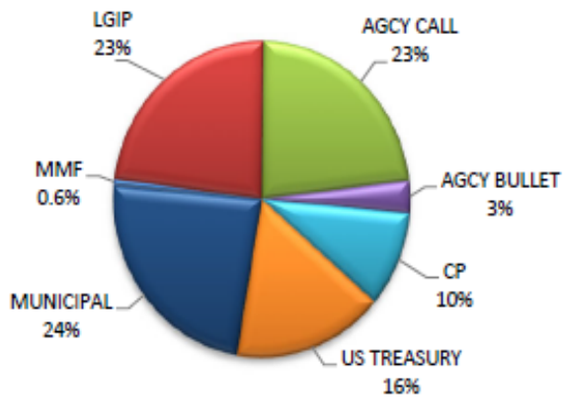
TEXPOOL	54%
US TREASURY NOTE	10%
FFCB	6%
SALVATION ARMY	4%
FHLB	4%
FHLMC	4%
UNIV OF TEXAS	4%
TEXAS A&M UNIV	3%
STATE OF CA	2%
EMORY UNIV	2%

Credit Quality

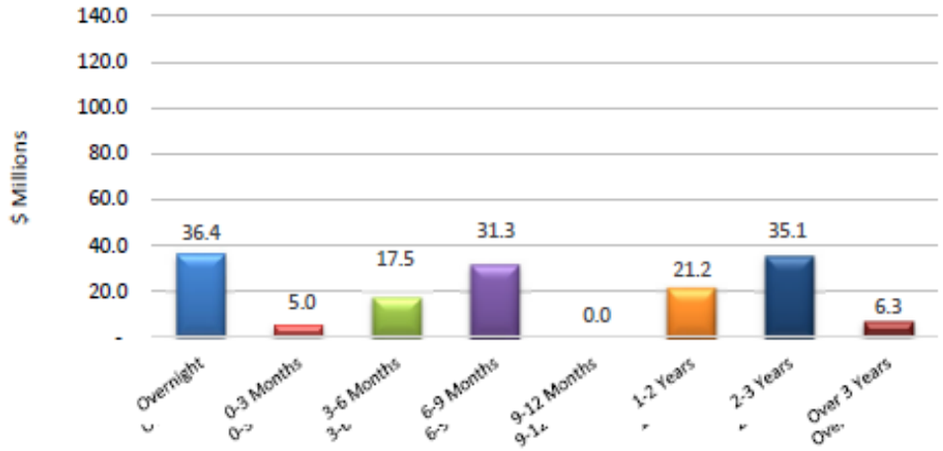


Operating Portfolio

By Security Type



By Maturity Date



Note: The College District currently holds funds on deposit with Bank of America that are not included in the investment portfolio data presented here. Net income for the Construction-CIP fund for quarter ending 11/30/20 and year-to-

Information provided by
Hilltop Securities Asset Management

ALAMO COLLEGES DISTRICT
DETAIL OF INVESTMENTS
November 30, 2020

Sec. Type	Maturity Date	Security Description	CPN %	Settlement Date	Next Call	Par Value	Book Value	Market Value	YTM %	S&P Global	Moody's	Fitch	Days to Mty	Days to Call
Operating Investments														
Agency	4/13/2021	FNMA	2.500	5/18/2020		5,000,000	5,042,982	5,043,915	0.152	AA+	AAA	AAA	134	
Agency	7/27/2022	FHLB	0.600	4/27/2020	4/27/2021	10,000,000	10,000,000	10,006,368	0.600	AA+	AAA		604	148
Agency	5/4/2023	FHLMC	0.450	5/5/2020	5/4/2021	10,000,000	9,997,573	10,003,270	0.460	AA+	AAA	AAA	885	155
Agency	8/25/2023	FNMA	0.350	8/25/2020	8/25/2021	10,000,000	10,000,000	9,985,510	0.350	AA+	AAA	AAA	998	268
Agency	9/14/2023	FFCB	0.280	9/18/2020	9/14/2021	5,000,000	4,996,501	4,997,672	0.305	AA+	AAA	AAA	1,018	288
					Subtotal	40,000,000	40,037,056	40,036,735						
Money Market	12/17/2020	UNIV OF TEXAS	0.290	6/23/2020		5,000,000	5,000,000	5,000,250	0.290	A-1+	P-1	F1+	17	
Money Market	3/2/2021	KAISER FOUNDATION HOSP	-	10/2/2020		5,000,000	4,997,828	4,996,410	0.171	A-1+	NR	F1+	92	
Money Market	3/16/2021	UNIV OF TEXAS	-	11/20/2020		5,000,000	4,997,497	4,996,908	0.170	A-1+	P-1	F1+	106	
					Subtotal	15,000,000	14,995,325	14,993,568						
Taxable Muni	4/1/2021	STATE OF TX - HWY IMPRV	4.000	12/11/2019		1,000,000	1,007,269	1,012,500	1.790	AAA	AAA	AAA	122	
Taxable Muni	5/15/2021	TEXAS A&M UNIV	1.964	8/14/2019		1,470,000	1,470,000	1,481,848	1.965	AAA	AAA	AAA	166	
Taxable Muni	8/15/2021	CITY OF ARLINGTON, TX	0.206	9/22/2020		1,000,000	1,000,000	999,590	0.206	AAA	AA1	AAA	258	
Taxable Muni	2/1/2022	SAN ANTONIO, TX	0.364	7/16/2020		5,000,000	5,002,197	5,006,650	0.326	AAA	AAA	AA+	428	
Taxable Muni	2/15/2022	PASADENA ISD, TX	5.000	8/20/2020		1,000,000	1,056,339	1,055,130	0.319	AAA	AAA	NR	442	
Taxable Muni	5/15/2022	TEXAS A&M UNIV	1.973	8/14/2019		1,885,000	1,885,000	1,931,861	1.973	AAA	AAA	AAA	531	
Taxable Muni	7/1/2022	TEXAS A&M UNIV	1.700	12/17/2019		1,000,000	1,000,000	1,022,680	1.700	AAA	AAA	AAA	578	
Taxable Muni	2/1/2023	SAN ANTONIO, TX	0.478	7/16/2020		5,000,000	5,007,205	5,021,250	0.411	AAA	AAA	AA+	793	
Taxable Muni	4/1/2023	TEXAS TRANSPRTN COMM	5.000	7/8/2020		2,000,000	2,204,634	2,217,260	0.575	NR	AAA	AAA	852	
Taxable Muni	5/15/2023	TEXAS A&M UNIV	2.396	9/21/2020		1,160,000	1,219,478	1,218,406	0.300	AAA	AAA	AAA	896	
Taxable Muni	5/15/2024	TEXAS A&M UNIV	2.566	9/29/2020		2,750,000	2,954,272	2,949,045	0.400	AAA	AAA	AAA	1,262	
					Subtotal	23,265,000	23,806,393	23,916,220						
TE Muni	8/26/2021	STATE OF TX	4.000	9/2/2020		5,000,000	5,139,347	5,140,050	0.211	A-1+	P-1	F1+	269	
TE Muni	3/1/2022	TRAVIS COUNTY, TX	5.000	7/16/2020		1,000,000	1,058,403	1,060,280	0.310	AAA	AAA	NR	456	
TE Muni	8/15/2022	SPRING ISD, TX	5.000	6/16/2020		1,000,000	1,075,557	1,082,090	0.541	AAA	AAA	NR	623	
TE Muni	3/1/2023	TRAVIS COUNTY, TX	5.000	7/16/2020		1,500,000	1,656,406	1,660,065	0.340	AAA	AAA	NR	821	
TE Muni	8/1/2024	STATE OF TX - COLLEGE STDNT LOAN	4.000	7/2/2020		2,950,000	3,312,796	3,346,451	0.600	AAA	AAA	NR	1,340	
					Subtotal	11,450,000	12,242,508	12,288,936						
Treasury	5/31/2021	US TREASURY NOTE	1.375	2/7/2020		10,000,000	9,992,282	10,064,063	1.532	AA+	AAA	AAA	182	
Treasury	6/15/2021	US TREASURY NOTE	2.625	11/22/2019		5,000,000	5,026,347	5,068,164	1.631	AA+	AAA	AAA	197	
Treasury	7/31/2021	US TREASURY NOTE	1.125	12/10/2019		10,000,000	9,964,820	10,068,750	1.662	AA+	AAA	AAA	243	
					Subtotal	25,000,000	24,983,450	25,200,977						
		Subtotal				114,715,000	116,064,732	116,436,436					1	
LGIP		TEXPOOL				35,442,348	35,442,348	35,442,348	0.123	AAAm			1	
MMF Sweep		BLACKROCK T-FUND				993,356	993,356	993,356	0.006	AAA	AAA	NR	1	
Total Operating						**151,150,704**	**152,500,436**	**152,872,140**	**1.363**					
Construction/Other														
LGIP		TEXPOOL- CIP CONSTRUCTION				48,990,883	48,990,883	48,990,883	0.123	AAAm			1	
LGIP		TEXPOOL- OTHER CONSTRUCTION				44,663,359	44,663,359	44,663,359	0.123	AAAm			1	
LGIP		TEXPOOL- OTHER				6,165,323	6,165,323	6,165,323	0.123	AAAm			1	
		Subtotal				99,819,565	99,819,565	99,819,565						
Total Investments						**250,970,269**	**252,320,001**	**252,691,705**						
Retainage Accounts for Construction														
		INTEREST-BEARING BANK DEPOSITS				9,988,895	9,988,895	9,988,895		0.180		FDIC/Collateral		
Other Bank Deposits														
		BANK DEPOSITS				4,201,600	4,201,600	4,201,600		-		FDIC/Collateral		
Total Investments/Bank Deposits						**265,160,764**	**266,510,496**	**266,882,200**	-					

Report prepared by Finance and Fiscal Services (Treasury)
Source: Hilltop Securities Asset Management; Investment Custody Statements

ALAMO COMMUNITY COLLEGE DISTRICT
Quarterly Investment Report (Including Deposits)
FOR PERIOD BEGINNING SEPTEMBER 1, 2020 AND ENDING NOVEMBER 30, 2020

Investment or Deposit Type	November 30, 2020 Market Value
Publicly Traded Equity and Similar Investments	
Common Stock (U.S. and foreign stocks held in separately managed accounts or internally managed by institution investment staff; exclude mutual or commingled funds)	
Equity/Stock Mutual Funds	
Balanced Mutual Funds (where target allocation is > 50% equities)	
"Commonfund" Equity Commingled Funds	
Other Equity Commingled Funds (if primarily invested in publicly traded equities)	
Preferred Stock	
Other - list by type	
Total Publicly Traded Equity and Similar Investments	**0**
"Other" Investments- Other than Publicly Traded Equity and Debt Investments	
Real Estate (include direct ownership & investments in real estate limited partnerships, private REITs, or similar vehicles; include a portfolio of publicly traded REITs if managed as a separate asset allocation category rather than comprising part of a broadly diversified stock portfolio)	
Other Real Asset Investment (e.g. investments in infrastructure funds)	
Private Equity	
Hedge Funds	
"Commonfund" Alternative Asset Commingled Funds (Real Estate, Private Equity, Hedge Funds, Commodities, etc.)	
Annuities	
Commodities	
Collectibles	
Other - list by type	
Total "Other" Investments - Other than Publicly Traded Equity & Debt Investments	**0**
Publicly Traded Debt & Similar Investments>1 year maturity	
U.S. Government Securities ("Treasuries")	0
U.S. Government Agency Securities ("Agencies")	34,992,820
Mortgage Pass-Throughs - "Agency"	
Mortgage Pass-Throughs - "Private Label"	
Asset-Backed Securities (ABS) (other than mortgage-backed securities)	
Sovereign Debt (non-U.S.)	
Municipal Obligations	
Collateralized Mortgage Obligations (CMOs) - list below by category	
Interest Only Strips (IOS)	
Principal Only Strips (POs)	
Inverse Floaters	
Stated Final Maturity longer than 10 years	
Other CMOs- "Agency"	
Other CMOs- "Private Label"	
Corporate Obligations (U.E. or foreign companies- list below by rating	
Highly Rated (AAA/AA or equivalent)	
Other Investment Grade (A/BBB or equivalent)	
High Yield Bonds (<BBB or equivalent)	
Not Rated (NR)	
Fixed Income/Bond Mutual Funds (longer term; registered with the SEC)	
Balanced Mutual Funds (where target allocation is > 50% bonds or other debt securities)	
"Commonfund" Fixed Income/Bond Commingled Funds	
Other Fixed Income/Bond Commingled Funds (primarily invested in publicly traded debt securities; not registered with the SEC)	
GICs (Guaranteed Investment Contracts)	
Municipal Obligations	27,571,168
Total Publicly Traded Debt & Similar Investments >1 year	**62,563,988**
Short-Term Investments & Deposits	
U.S. Government Securities ("Treasuries")	25,200,977
U.S. Government Agency Securities ("Agencies")	5,043,915
Banker's Acceptances	
Commercial Paper - A1/P1 (or equivalent)	14,993,568
Other Commercial Paper - lower rated	
Repurchase Agreements (Repos)	
Money Market Mutual Funds (registered with the SEC)	
Short-Term Mutual Funds Other than Money Market Mutual Funds (registered with the SEC)	
Public Funds Investment Pool Created to Function as a Money Market Mutual Fund (not registered w/ SEC but "2a7-like")	
TexPool (and TexPool Prime)	135,261,913
Other Public Funds Investment Pools Functioning as Money Market Mutual Funds	
Other Investment Pools - Short-Term (not created to function as a money market mutual fund)	
Certificates of Deposit (CD) - Nonnegotiable	
Certificates of Deposit (CD) - Negotiable	
Bank Deposits	14,190,495
Cash Held at State Treasury	
Securities Lending Collateral Reinvestments (direct investments or share of pooled collateral)	
Other- Municipal Securities	8,633,988
Other - Bank Sweep (Treasury Fund)	993,356
Total Short-Term Investments & Deposits	**204,318,213**
TOTAL INVESTMENTS and DEPOSITS	**266,882,200**
TOTAL EXCLUDING BANK DEPOSITS	**252,691,705**

Report prepared by Finance and Fiscal Services (Treasury)
Source: Hilltop Securities Asset Management; Investment Custody Statements

Alamo Colleges District
PFIA Officer Training as of November 30, 2020

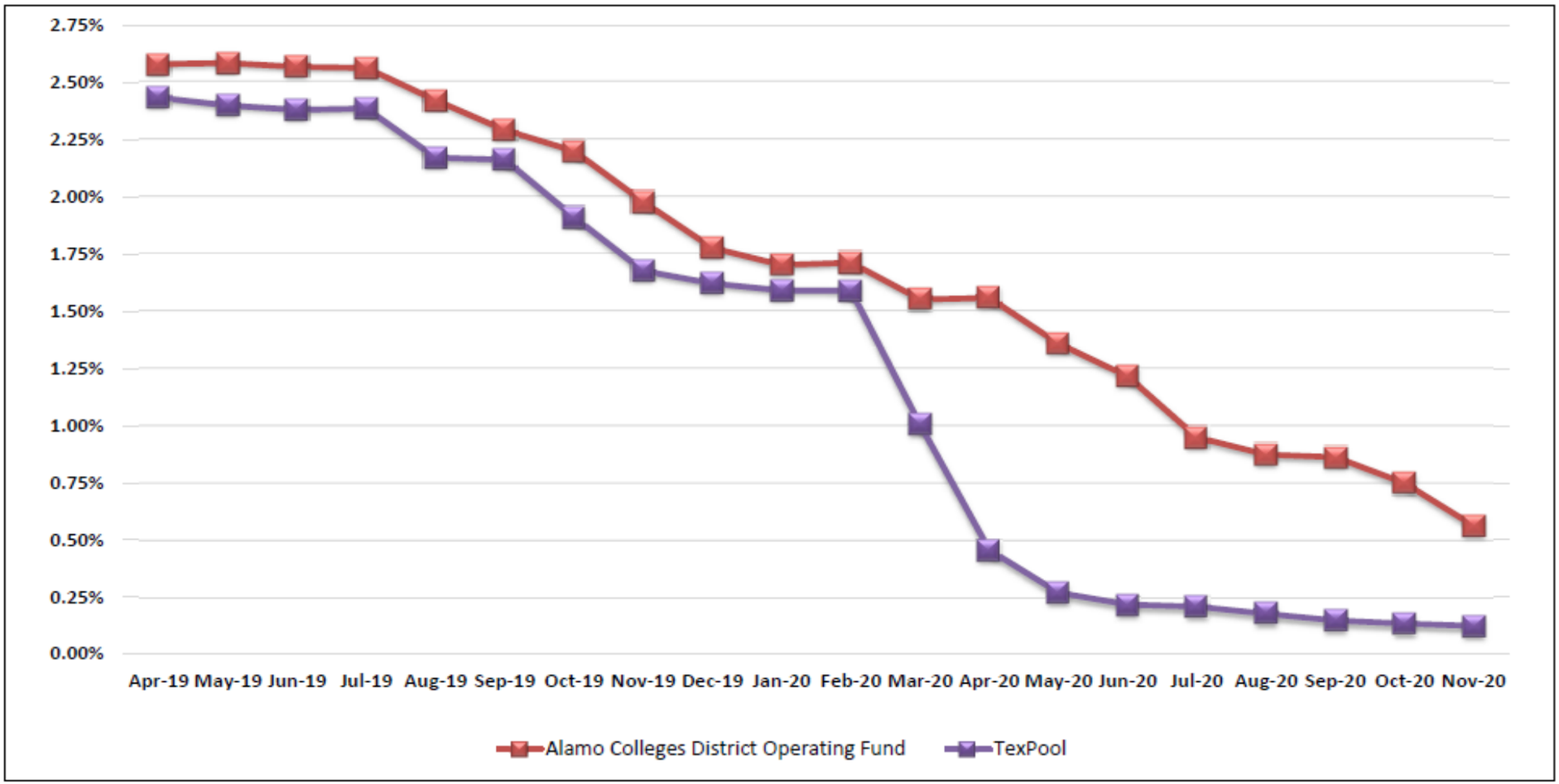
Name	Title	Most Recent PFIA Training	Officer Designation
Pamela K. Ansboury, CPA, M. Ed	Associate Vice Chancellor, Finance and Fiscal Services	October, 2020	Designated investment officer by Board of Trustees
Dr. Diane E. Snyder, CPA	Vice Chancellor for Finance and Administration	June, 2019	Investment officer in absence of Associate Vice Chancellor
Patrick F. Vrba, Jr., CPA	Controller	October, 2020	Investment officer
Tracey Sulak Bedwell, CTP MBA	Treasurer	October, 2020	Delegated management of investment transactions

Per Policy C.1.7 Investments: The Associate Vice Chancellor of Finance and Fiscal Services is designated as the investment officer of the College District by Board authority delegated through the Chancellor. In the absence of the Associate Vice Chancellor of Finance and Fiscal Services, the Vice Chancellor for Finance and Administration is deemed to be the investment officer. The investment officer shall be responsible for the investment of funds consistent with the investment policy adopted by the Board. The Associate Vice Chancellor of Finance and Fiscal Services may delegate management responsibility for daily investment transactions to the Controller or Treasurer.

Requirement: 5 hours of training each biennium. Current biennium 9-1-19 to 8-31-21.

Report prepared by Finance and Fiscal Services (Treasury)
Source: Hilltop Securities Asset Management; Investment Custody Statements

ALAMO COLLEGES DISTRICT
Performance (Yield) Operating Fund
November 30, 2020



Note: Benchmark data for TexPool is the monthly average yield.
Operating Fund includes investments in TexPool and BlackRock Treasury Sweep

Information provided by
Hilltop Securities Asset Management

Discussion and Possible Action on Approval of Investment Report Through November 30, 2020

Recommended for approval to the ALAMO COLLEGES DISTRICT BOARD OF TRUSTEES on January 26, 2021.

MINUTE ORDER
"The Alamo Colleges District Board of Trustees hereby accepts the Investment Report as presented."

PURPOSE
The following investment report is presented to the Board of Trustees for informational and approval purposes for quarter ending November 30, 2020.

BACKGROUND

1. Quarterly Investment Report as required by the *Texas Government Code Public Funds Investment Act 2256.023* ("PFIA") – Quarter Ending November 30, 2020.

2. A summary as of November 30, 2020 of all funds held by the District in the Texas State Auditor's Office format.

3. An informational dashboard view and summary of the investments held by the District as of November 30, 2020 for operations/construction/restricted assets includes both required information per the PFIA and other information, such as allocation, issuers, statistics etc.

IMPLICATIONS

Financial: N/A
Strategic Objective: Goal III Performance Excellence
Human Resources: N/A

ATTACHMENT
Quarterly Investment Report

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2021.01.08 14:52:06 -06'00'

Pamela K. Ansboury, CPA, M.Ed Date
Associate Vice Chancellor of Finance and Fiscal Services

Diane E. Snyder, CPA, Ph.D. Date
Vice Chancellor for Finance and Administration

Dr. Mike Flores Date
Chancellor

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT
CAPITAL IMPROVEMENTS PROGRAM (CIP)
EXECUTIVE SUMMARY

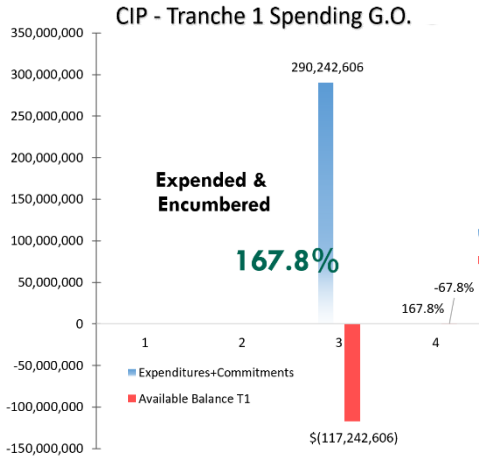
CIP Bond Construction *Estimated* Upcoming CIP Project – for Board Approval

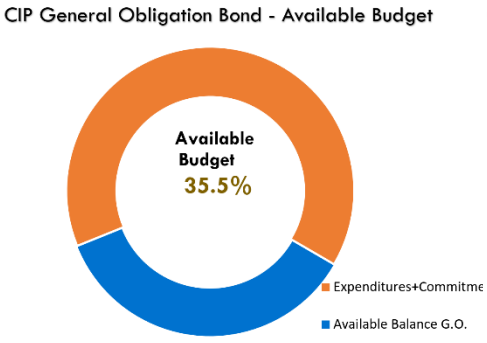
Estimated Upcoming GMP Board Pending Approval	Jan	Feb	Apr	May	Jul
PAC Physical Plant (Bartlett Cocke / RVK)	X				
Southside Education and Training Center (Byrne Construction / Lake Flato)	X				
NVC Cypress Cultural Center of Excellence Renovation (SpawGlass / Overland)		X			
PAC Natatorium/Gym Renovation (Bartlett Cocke / RVK)				X	
SAC Chance Renovation (J.T. Vaughn / O'Connell Robertson)				X	
SAC New Science Building (J.T. Vaughn / O'Connell Robertson)				X	
SAC First Responders Academy (Gilbane / O'Connell Robertson)					X
TOTAL	**2**	**1**	**1**	**2**	**1**

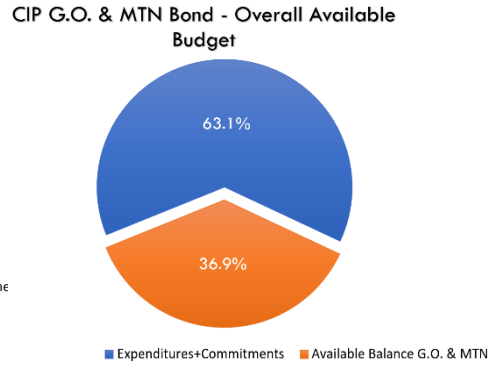
CIP Bond Construction Projects by The Numbers

Project Status	SPC	SAC	NVC	PAC	NLC	ETCs	Total
Projects Completed	3		3				6
Projects in Construction	2	4	1	1	1		9
Projects with Approved GMP						1	1
Projects with Upcoming GMP Approval		1		2		1	4
Projects in Various Design Phases		2	1			1	4
TOTAL							**24**

CIP Bond Budget – As of January 13, 2021







Tranche 1 - Spend Summary		%
1st Tranche	$ 173,000,000	100.0%
Expenditures+Commitments	290,242,606	167.8%
Available Balance T1	$ (117,242,606)	-67.8%

CIP General Obligation Bond - Available Budget		%
CIP GO Budget	$ 450,000,000	100.0%
Expenditures+Commitments	290,242,606	64.5%
Available Balance G.O.	$ 159,757,394	35.5%

Overall CIP GO & MTN - Available Budget		%
CIP GO+MTN Budget	$ 500,000,000	100.0%
Expenditures+Commitments	315,401,815	63.1%
Available Balance G.O. & MTN	$ 184,598,185	36.9%

Total General Obligation & MTN funding	Total expenditures on all CIP projects to date	Remaining balance of funding
$500,000,000	**$161,735,374**	**$184,598,185**

**Preliminary Bond Budget Numbers as of November 25th Report, subject to change and unaudited*

Next CBOC Meeting

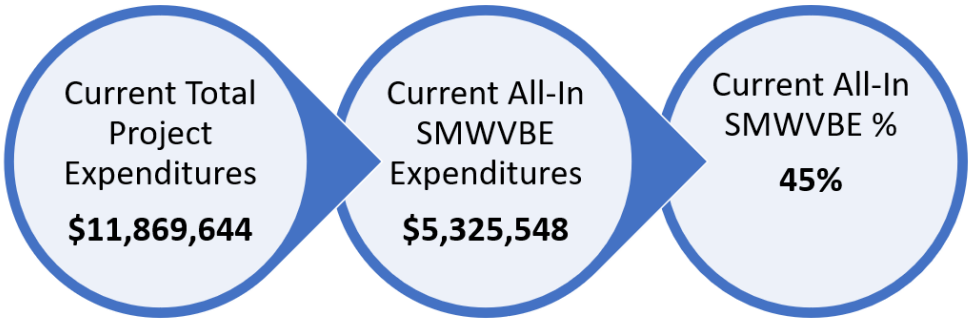
- Next Meeting Scheduled CBOC meeting will be held on February 22, 2021.

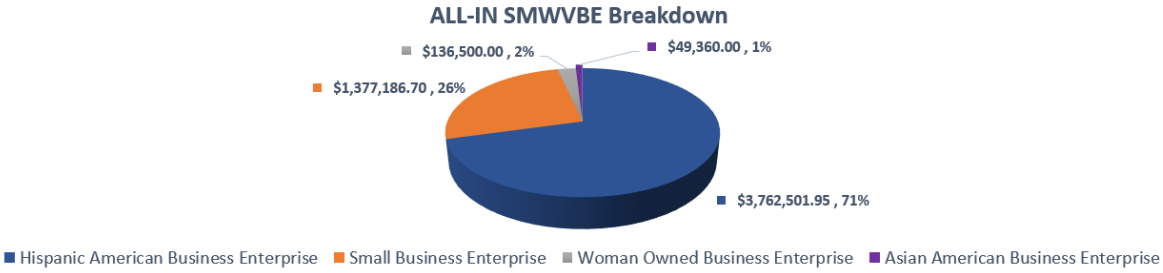
CIP Bond SMWVBE Reporting (as reported in October 2020)

San Antonio College

- Total Campus CIP Funding: $96,362,258
- **Remaining Funding Spending Opportunities : $84,492,614**

ALAMO COLLEGES DISTRICT
San Antonio College



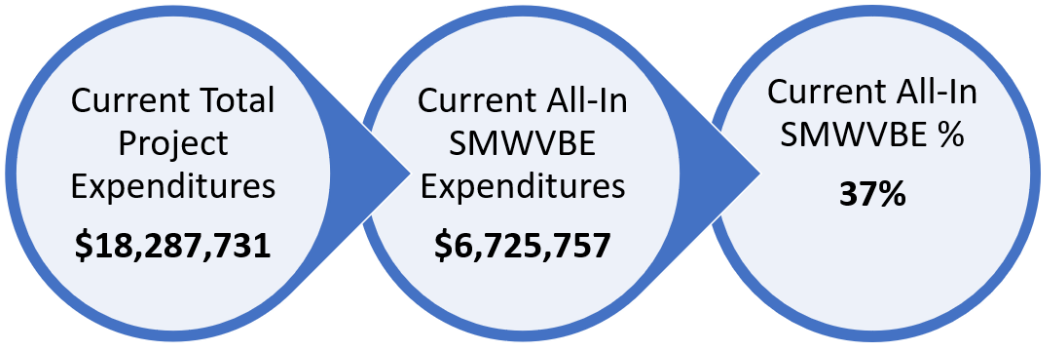


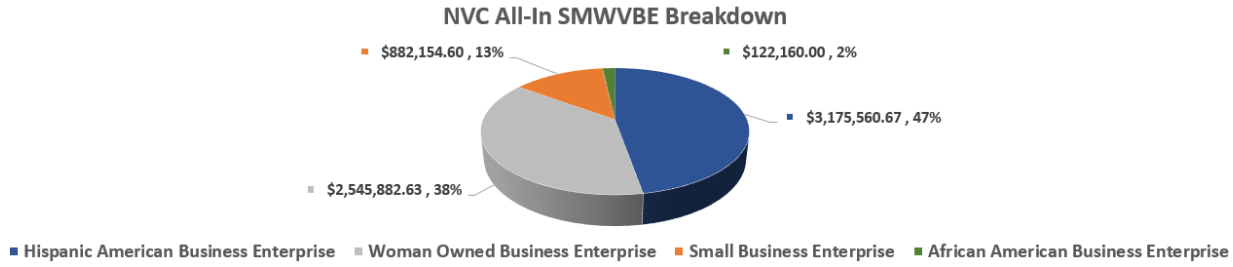
ALAMO COLLEGES DISTRICT

Northwest Vista College

ALAMO COLLEGES DISTRICT
Northwest Vista College

- Total Campus CIP Funding: $79,000,000
- **Remaining Funding Spending Opportunities : $60,712,269**

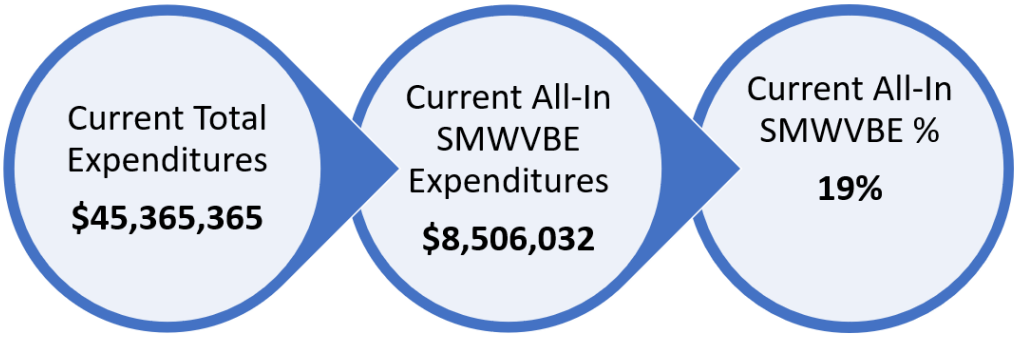


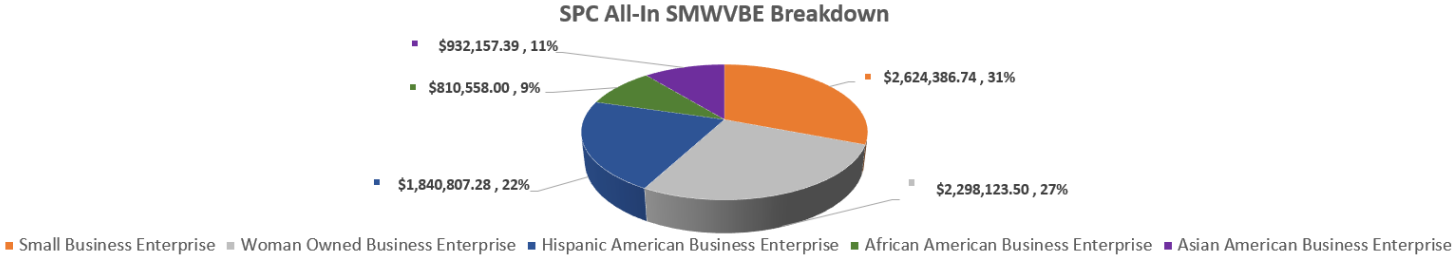


St. Philip's College

ALAMO COLLEGES DISTRICT
St. Philip's College

- Total Campus CIP Funding: $98,061,700
- **Remaining Funding Spending Opportunities : $52,696,335**





Discussion and Possible Action on Approval of Federal College Work Study (FCWS) Report Through December 15, 2020.

Recommended for approval to the ALAMO COLLEGES DISTRICT BOARD OF TRUSTEES on January 19, 2021.

MINUTE ORDER
"The Alamo Colleges District Board of Trustees hereby approves the FCWS Report as presented."

PURPOSE
The following FCWS report is presented to the Board of Trustees for informational and approval purposes for January 19, 2021.

BACKGROUND

1. Comparison of Year-to-Date Actual FCWS/Expenditures versus prior year spend rate.
2. Due to COVID-19, placement timelines are longer than prior year but expect to catch up by March 30, 2021 and fully expend.

IMPLICATIONS
Financial: None
Strategic Plans: Goal I-Student Success; and Goal III-Performance Excellence
Employee Services: None
Attachments: FCWS Report

Dr. Harold Whitis
Digitally signed by Dr. Harold Whitis
Date: 2021.01.13 14:29:20 -06'00'

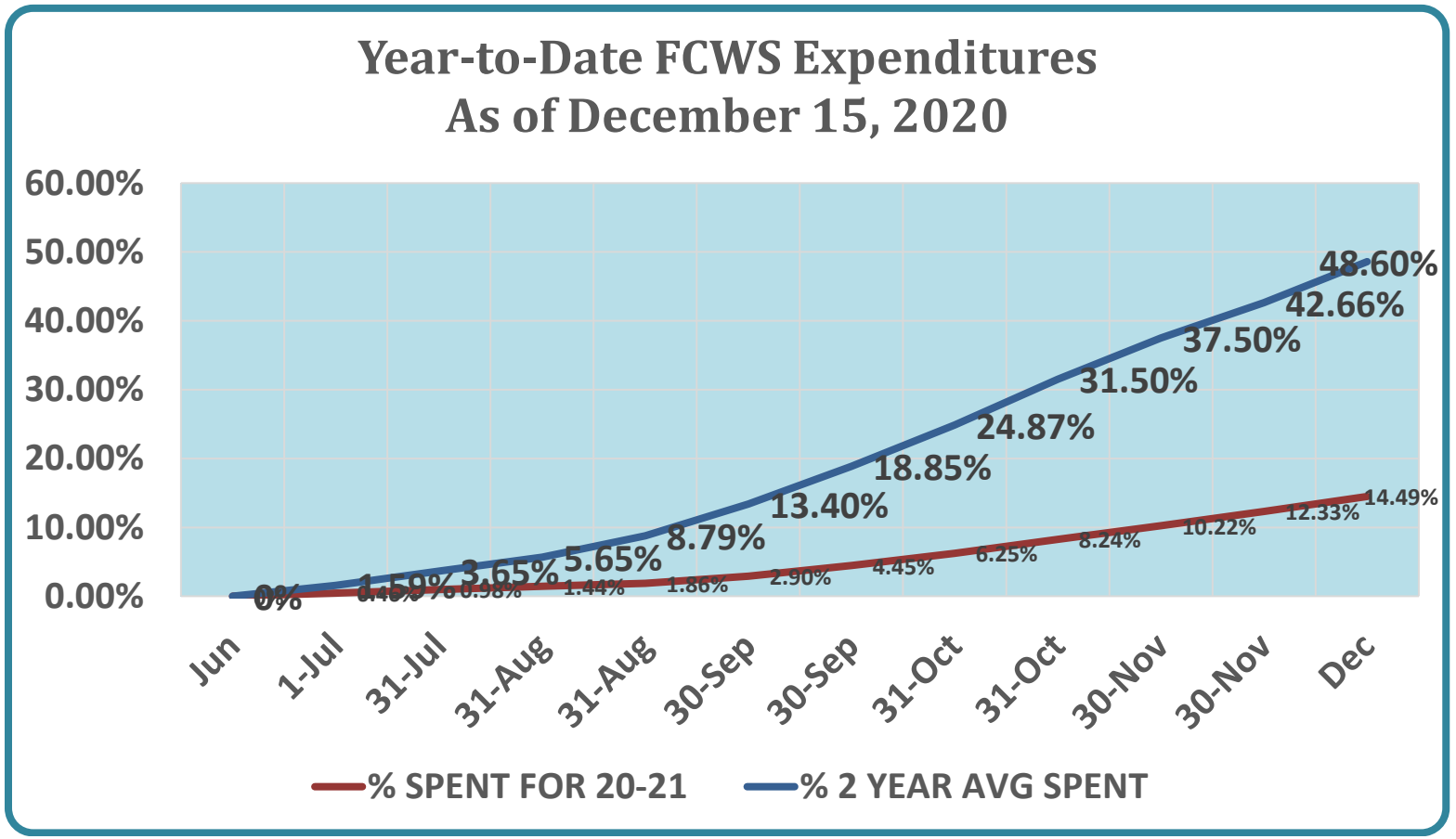
Dr. Harold Whitis
District Director of Student Financial Aid

Dr. Diane Snyder
Digitally signed by Dr. Diane Snyder
Date: 2021.01.13 16:29:01 -06'00'

Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

Dr. Mike Flores
Chancellor

ATTACHMENT 1



Year	Allocation	% Spent as of Dec 15th	$ Spent as of Dec 15th	# Students Working
2 Prior Year Average	$ 3,857,445.50	48.60%	$ 1,874,611.41	719
2020-2021	$ 3,610,610.00	14.49%	$ 523,122.05	203

Note: Due to COVID-19, placement timelines are longer than prior year but expect to catch up by March 30, 2021 and fully expend.