

ORDINANCE 2021-05-20-0362

APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE SAN ANTONIO EARLY CHILDHOOD EDUCATION MUNICIPAL DEVELOPMENT CORPORATION FOR ADMINISTRATION OF THE SA READY TO WORK PROGRAM; AMENDMENTS TO THE SAN ANTONIO EARLY CHILDHOOD EDUCATION MUNICIPAL DEVELOPMENT CORPORATION BYLAWS AND ARTICLES OF INCORPORATION; THE SA READY TO WORK FY 2021 BUDGET FOR REVENUES AND EXPENSES FROM MARCH 1, 2021 TO JUNE 30, 2021; AND THE PRE-K 4 SA AND SA READY TO WORK FY 2022 BUDGETS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING ON JUNE 30, 2022 AS ADOPTED BY THE SAN ANTONIO EARLY CHILDHOOD EDUCATION MUNICIPAL DEVELOPMENT CORPORATION BOARD OF DIRECTORS.

* * * * *

WHEREAS, on August 9, 2012, the San Antonio City Council authorized the establishment of the San Antonio Early Childhood Municipal Development Corporation (the "Corporation") to oversee implementation of the Pre-K 4 SA initiative under Chapter 379A of the Texas Local Government Code, commonly known as the Better Jobs Act (the "Act"); and

WHEREAS, the Act authorizes a City, through its governing body to create a municipal development corporation to develop and implement programs for:

- job-training;
- early childhood development;
- after school programs;
- scholarships to accredited postsecondary educational institutions;
- promotion of literacy; or
- other programs that directly facilitate the development of a skilled workforce; and

WHEREAS, in July 2020, Mayor Nirenberg appointed an advisory board to reassess community workforce development priorities and identify the most effective strategies beyond the immediate crisis; and

WHEREAS, this advisory board included leaders from education, workforce development, asset-building, business, economic development, and philanthropy, with Council Members Rebecca Viagran and Adriana Rocha Garcia serving as liaisons; and

WHEREAS, on August 13, 2020, City Council ordered an election to be held on November 3, 2020 to authorize a 1/8th of a cent sales tax not to extend beyond December 31, 2025 to provide for the

SA Ready to Work initiative, in accordance with Chapter 379A of the Texas Local Government Code; and

WHEREAS, the SA Ready to Work initiative includes workforce training, support for degree completion, wraparound support, tuition assistance, and emergency financial assistance, as authorized by the Act; and

WHEREAS, on November 3, 2020 voters approved the SA Ready to Work ballot initiative; and

WHEREAS, in addition, voters approved an additional eight-year reauthorization of the 1/8th of a cent sales tax that funds the Pre-K 4 SA program, funding the program through 2029; and

WHEREAS, the Act allows for the creation of only one municipal development corporation to develop and implement workforce initiatives; and

WHEREAS, under the Act, the Corporation can contract, or enter into a memorandum of understanding or a similar agreement, with a public or private person, including local workforce development boards or any political subdivision, in connection with a program authorized by the Act; and

WHEREAS, the Board of Directors for the Corporation voted on March 2, 2021 to approve an Interlocal Agreement with the City of San Antonio for administration and oversight of the SA Ready to Work Program; and

WHEREAS, Corporation Bylaws and any amendments to the Bylaws and/or Articles of Incorporation are adopted by the Board of Directors and approved by City Council; and

WHEREAS, Council approved the Corporation original Bylaws on January 31, 2013; and

WHEREAS, the Corporation's Board of Directors voted on March 2, 2021 to approve amendments to the Corporation Bylaws and Articles of Incorporation for inclusion of the SA Ready to Work Program; and

WHEREAS, last week, during the May 12, "B" Session, City Council was provided with an informational briefing on the Pre-K 4 SA FY 2022 Annual Budget and the SA Ready to Work FY 2021 Annual Budget and FY 2022 Proposed Budget; and

WHEREAS, the Pre-K 4 SA FY 2022 Annual Budget was adopted by the Board of Directors on April 6, 2021; and

WHEREAS, amendments to the Pre-K 4 SA FY 2022 Annual Budget, the SA Ready to Work FY 2021 Annual Budget and FY 2022 Annual Budget were all adopted by the Board of Directors on May 13, 2021; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of an Interlocal Agreement between the City of San Antonio and the San Antonio Early Childhood Education Municipal Development Corporation for the City's administration of the SA Ready to Work Program are hereby approved. A copy of the Interlocal Agreement in final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. The City Manager or designee is hereby authorized to execute an Interlocal Agreement between the City of San Antonio and the San Antonio Early Childhood Education Municipal Development Corporation for the City's administration of the SA Ready to Work Program.

SECTION 3. Amendments to the San Antonio Early Childhood Education Municipal Development Corporation Articles of Incorporation and Bylaws in order to add job training programs, the awarding of scholarships, the ability to contract with any individual or entity, including the City to implement the same, are hereby approved. A copy of the Certificate of Amendment to the Articles of Incorporation and the First Amended Bylaws are attached hereto and incorporated herein for all purposes as **Attachment II** and **Attachment III**, respectively. To the extent applicable, the Corporation is authorized to take any and all actions to effectuate the amendments, including filing with the Texas Secretary of State.

SECTION 4. The City Council for the City of San Antonio hereby approves the Pre-K 4 SA FY 2022 annual operating budget for the early childhood education program in the amount of \$45,884,267, as adopted by the Pre-K 4 SA Board of Directors on April 6, 2021, for the fiscal year beginning July 1, 2021 and ending on June 30, 2022. A copy of the proposed budget is attached hereto and incorporated herein for all purposes as **Attachment IV**. The personnel complement for Pre-K 4 SA's early childhood program as set out in **Attachment V** is hereby authorized and approved.

SECTION 5. The City Council for the City of San Antonio hereby approves the Pre-K 4 SA FY 2021 operating budget in the amount of \$277,400 for the period beginning March 1, 2021 and ending on June 30, 2021, and the 2022 annual operating budget in the amount of \$22,703,476 for the fiscal year beginning on July 1, 2021 and ending on June 30, 2022, for the SA Ready to Work program, both as adopted by the Pre-K 4 SA Board of Directors on May 13, 2021. A copy of the proposed budgets for both fiscal years are attached hereto and incorporated herein for all purposes as **Attachment VI**. The personnel complement for SA Ready to Work Program as set out in **Attachment VII** is hereby authorized and approved.

SECTION 6. City staff is hereby authorized to take those necessary actions to implement the budgets attached hereto and approved by City Council.

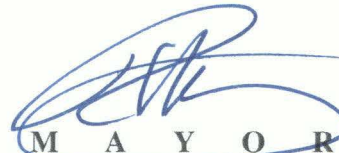
SECTION 7. The Budget Director is authorized to make budget adjustments to the Corporation's budgets as necessary to reflect internal services and indirect cost assessments originally authorized in the City's FY 2021 adopted budget.

SECTION 8. Funds are authorized to be appropriated for the Pre-K 4 SA and SA Ready to Work Programs in accordance with the attached budgets.

SECTION 9. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.


SECTION 10. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 20th day of May, 2021.



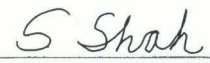
M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



for Andrew Segovia, City Attorney



City of San Antonio

City Council

May 20, 2021

Item: 17

File Number: 21-3292

Enactment Number:

2021-05-20-0362

Ordinance approving an Interlocal Agreement with the San Antonio Early Childhood Education Municipal Development Corporation for administration of the SA Ready To Work Initiative; amendments to the San Antonio Early Childhood Education Municipal Development Corporation Bylaws and Articles of Incorporation; the SA Ready to Work FY 2021 Budget for revenues and expenses from March 1, 2021 to June 30, 2021; and the Pre-K 4 SA and SA Ready To Work FY 2022 Budgets for the fiscal year beginning July 1, 2021 and ending on June 30, 2022 as adopted by the San Antonio Early Childhood Education Municipal Development Corporation Board of Directors. [Alejandra Lopez, Assistant City Manager]

Councilmember Rebecca Viagran made a motion to approve. Councilmember Jada Andrews-Sullivan seconded the motion. The motion passed by the following vote:

Aye: 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,
Gonzales, Cabello Havrda, Sandoval, Courage and Perry

Absent: 1 Pelaez

ATTACHMENT I

STATE OF TEXAS

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§

INTERLOCAL AGREEMENT

§

COUNTY OF BEXAR

§

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2021 ("Effective Date"), by and between the CITY OF SAN ANTONIO, TEXAS (hereinafter referred to as "CITY"), a Texas Municipal Corporation, acting by and through its _____ and the CITY OF SAN ANTONIO EARLY CHILDHOOD EDUCATION MUNICIPAL DEVELOPMENT CORPORATION ("CORPORATION"), a Texas Municipal Development Corporation created by the City of San Antonio, acting by and through its _____, Board of Directors (collectively referred to hereinafter as "the Parties"). This Agreement is made and entered into by the Parties pursuant to the authority provided under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act") provides that a local government may contract or agree with another local government to perform governmental functions and services in accordance with this chapter; and

WHEREAS, the Interlocal Cooperation Act defines local government as a county, municipality, special district, junior college district, or other political subdivision of this state or another state; and

WHEREAS, the City of San Antonio is a municipal corporation and the City of San Antonio Early Childhood Education Municipal Development Corporation is a political subdivision of the State making each eligible to contract under the Interlocal Cooperation Act; and

WHEREAS, the Interlocal Cooperation Act allows eligible entities to contract with each other for the performance of "governmental functions in which the contracting parties are mutually interested"; and

WHEREAS, in 2012 the City Council of the City of San Antonio (the "City Council") authorized the creation of the San Antonio Early Childhood Education Municipal Corporation for the purposes of developing early childhood literacy and educational programs pursuant to Chapter 379A, Texas Local Government Code, titled the "Better Jobs Act" (the "Act"); and

WHEREAS, the Act also authorizes a municipal development corporation to develop and implement programs for 1) job training, including long-term job training and in-training support service grants; and 2) the provision of funding to accredited post-secondary educational institutions, including public and private junior colleges, public and private institutions of higher education, and public and private technical institutions, to be used to award scholarships; and

WHEREAS, on November 3, 2020, a majority of the City's voters authorized the levy of a 1/8 cent sales and use tax increase not to extend beyond December 31, 2025, for the benefit of the Corporation for the purpose of financing job training and scholarship programs (the "San Antonio Ready to Work Initiative") through the Corporation commencing upon the full collection of the sales and use tax previously authorized by the voters for the Edwards Aquifer Protection Venue Project and the Parks Development and Expansion Venue Project; and

WHEREAS, the San Antonio Ready to Work Initiative will be controlled by the Proposition B approved by the voters, to wit: Ready to Work SA Workforce Program for Job Training and Scholarships ("Program"), for the purpose of financing authorized programs related to job training and the awarding of scholarships of the San Antonio Early Childhood Education Municipal Development Corporation; and

NOW, THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

ARTICLE I. PURPOSE

The purpose of this Agreement is to set forth the objectives, understandings, and agreements of the Parties in connection with the establishment, implementation and operation of the job training and awarding of scholarships under the Program.

I. RESPONSIBILITIES OF CORPORATION

1.1 The Corporation shall:

- 1.1.1 Pay all funds authorized by the San Antonio Ready to Work Initiative sales tax of 1/8 cent to the City for implementation of the Program in full compliance of the requirements pursuant to Chapter 379A of the Texas Local Government Code and Proposition B approved by the voters.
- 1.1.2 Annually approve the budget for the Program as developed and presented by City in accordance with Chapter 379A of the Texas Local Government Code.
- 1.1.3 Maintain the corporate status of the Municipal Development Corporation as a valid Texas Municipal Development Corporation subject to Chapter 379A of the Texas Local Government Code, and, as applicable, the Texas Non-Profit Corporation Act, and all other applicable laws to which the Corporation is subject.

II. RESPONSIBILITIES OF CITY

2.1 The City shall:

- 2.1.1 Prepare the annual budget for the Program, shall disburse and account for all funds as required by law, shall be responsible for professional and support personnel serving the Program.

- 2.1.2 Maintain all records applicable to the Program and relating to all individuals participating in the Program and provide periodic updates to the Corporation.
- 2.1.3. Utilize all funds paid by the Corporation to fund the Program. In no event shall such funds be used for funding any other service offered by the City.
- 2.1.4 Contract by written Agreement separate from this Agreement, with for-profit and non-profit entities solely for services in connection with the Program and for the performance of any of City's responsibilities under this Agreement.
- 2.1.5 Establish a process to identify eligible participants in the Program consistent with Chapter 379A of the Texas Local Government Code.

III. GENERAL PROVISIONS

- 3.1 Term and Termination. This Agreement shall be effective through December 31, 2025 or until all sales tax funding collected in accordance with the voter approved sales tax initiative for workforce training and tuition reimbursement has been expended. The Parties may, if consistent with state law, the contract with the voters and following non-binding arbitration, terminate this Agreement, in whole or part, for cause if it is determined that either Party has failed to perform in full compliance with the Agreement.
- 3.2 Partial Invalidity. If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless a written amendment to this Agreement, is approved by the parties.
- 3.3 Integration and Complete Agreement. This Agreement, together with any instruments or documents expressly incorporated herein by reference, and any attachments hereto, contains the entire Agreement between the parties with respect to the subject matter hereof. No other Agreement, statement, or promise made by or to any officer, employee, official, or agent of any party that is not contained herein shall be of any force and effect. Any modifications to the terms of this Agreement must be in writing and approved and signed by the parties.
- 3.4 Construction of Agreement. Unless the context requires otherwise, words used in this Agreement shall be given their ordinary meaning. If a word is connected with and used with reference to a particular subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular subject matter or art. Words in the present or past tense include the future tense unless otherwise provided. The singular includes the plural and the plural includes the singular unless otherwise provided. Words of one gender include both genders unless otherwise provided. The headings at the beginning of the various provisions of this Agreement have been included only in

order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement unless otherwise provided.

- 3.5 Applicable Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Texas, without regard to any provisions relating to a choice of laws. This Agreement is performable in Bexar County, Texas. Unless otherwise required by law, exclusive venue for any dispute or proceeding concerning the interpretation and/or enforcement of this Agreement shall be in the state and federal courts of Bexar County, Texas.
- 3.6 In performing obligations specified in this Agreement, each Party shall act as an independent contractor of the other Party and shall have control of its own work and the manner in which it is to be performed. The Parties agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and of its agents or employees in conjunction with the performance of work covered under this Agreement. The Parties agree that each entity shall be responsible for any liability or damages of its personnel, if any. Nothing herein is intended to waive or limit sovereign immunity or other legal defense available under federal, state statutory or constitutional law.
- 3.7 This Agreement is intended for the benefit of the named Parties only, and is in no way intended to benefit any other person, either directly or indirectly, including individual members of the public. Nothing in this Agreement shall be construed to create a partnership or other type of joint enterprise.
- 3.8 Indemnification. The Parties acknowledge that they are governmental entities, and that neither party indemnifies the other party by entering into this Agreement. The Parties agree, however, to notify the other party if they are provided notice of a lawsuit or potential lawsuit related in any manner to this Interlocal Agreement between the Parties.
- 3.9 Notice. All notices required or permitted hereunder shall be in writing and shall be deemed delivered the earlier of (i) when actually received by personal delivery if received during normal business hours; or (ii) on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed; or (iii) on the date of receipt if mailed by certified mail, return receipt requested, addressed to the respective other Party at the address prescribed in Article IV, Section 4.8 of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by written notice to the sending Party.

The initial addresses of the Parties are listed below. Each Party may designate a different address by giving the other Parties ten (10) days' prior notice.

If to the Corporation:

San Antonio, TX

If to the City:

San Antonio, TX

- 3.10 Amendments. This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto.
- 3.11 Non-Waiver. Failure of any Party hereto to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- 3.12 Assignment. No Party shall assign this Agreement at law or otherwise without the prior written consent of the other Parties, and no Party shall delegate any portion of its performance under this Agreement without the prior written consent of the other Parties.
- 3.13 Successors. This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any trustee, officer, director, employee, elected or appointed official, or agent of a Party to this Agreement.
- 3.14 No Waiver of Immunity. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance or non-performance of the covenants contained herein. CITY and CORPORATION acknowledge that the CITY and CORPORATION are both political subdivisions of the State of Texas and that the CITY and CORPORATION are both subject to and shall comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. This Agreement will be interpreted according to the Constitution and general laws of the State. Nothing in this Agreement waives any governmental immunity available to the CITY or CORPORATION under the laws of the State of Texas.
- 3.15 Legal Authority. Each person executing this Agreement represents and guarantees that he or she has legal authority to execute this Agreement on behalf of their respective Party and to bind said Party and their successors and assigns to all of the terms, conditions and obligations of this Agreement.
- 3.16 Venue and Governing Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Venue and jurisdiction for any claim or dispute arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.
- 3.17 Parties' Representations. The City and Corporation jointly negotiated this Agreement, which shall not be construed against or in favor of a Party simply because that Party primarily assumed responsibility for drafting.

3.18 Captions. All captions used in this Agreement are for the convenience of reference only and shall not be construed to have any effect or meaning as to the Agreement between the Parties.

This Agreement will be effective once fully executed by authorized representatives of the Parties and remain in effect for and until all funds authorized by the November 3rd, 2020, election have been collected and expended under the Program.

IN WITNESS THEREOF, the Parties hereto have made and executed this Agreement to be effective on the date of the last signature below ("Effective Date").

CITY OF SAN ANTONIO EARLY CHILDHOOD EDUCATION MUNICIPAL DEVELOPMENT CORPORATION

Date

CITY OF SAN ANTONIO:

Date

ATTACHMENT II

Form 424
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

San Antonio Early Childhood Education Municipal Development Corporation

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input checked="" type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 801701180

The date of formation of the entity is: December 14, 2012

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☒ A. The registered agent is an organization (cannot be entity named above) by the name of:

San Antonio Early Childhood Municipal Development Corporation, Attn: Chief Executive Officer

OR

☐ B. The registered agent is an individual resident of the state whose name is:

First Name

M.I.

Last Name

Suffix

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

7031 S. New Braunfels Ave.

San Antonio

TX 78223

Street Address (No P.O. Box)

City

State Zip Code

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☒ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

See attached Addendum

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: _____

By: _____

Signature of authorized person

Printed or typed name of authorized person (see instructions)

CERTIFICATE OF AMENDMENT
ADDENDUM
FOR
SAN ANTONIO EARLY CHILDHOOD EDUCATION MUNICIPAL DEVELOPMENT
CORPORATION

ALTER each of the following provisions of the Articles of Incorporation (i.e., the certificate of formation). The identification or reference of the altered provision and the full text of the provision as amended are as follows:

1. **Article III. Purpose, Sections (a) and (b) are altered to read as follows:**

ARTICLE III. PURPOSE

(a) The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to municipal development corporations incorporated under the Act.

(b) The Corporation is organized for the purposes authorized under the Act, including:

- (1) literacy and enhanced early childhood development programs that prepare each child to enter school and make each child ready to learn after completing the program as authorized by the Act.
- (2) job training, including long-term job training and in-training support service grants programs and the awarding of scholarships as authorized by the Act.

2. **Article V. Amendments, Subsection (a) is altered to read as follows:**

ARTICLE V. AMENDMENTS

(a) The Board of Directors of the Corporation may request Council permission to amend these Articles of Incorporation, specifying in such request the amendment proposed to be made, and if the Council by appropriate resolution or ordinance determines that it is wise, expedient, necessary, or advisable that the proposed amendment be made and approves the form of the same and authorizes the amendment to be made, then the Board of Directors of the Corporation may amend the Articles of Incorporation by adopting such amendment at a meeting of the Board of Directors and delivering the amended Articles of Incorporation to the Secretary of State, or

3. **Article VII. Board of Directors, Subsection (b) is altered to read as follows:**

ARTICLE VII. BOARD OF DIRECTORS

(b) Directors are appointed to serve two year staggered terms or until their successors are appointed by the Council. The Directors shall be appointed by the Council and the Corporation shall take no action until such time as a majority of the initial board members have been appointed. Thereafter all appointments shall be in accordance with the Act. The Council may remove a director at any time without cause. Directors shall serve without a salary or compensation except that they shall be entitled

to reimbursement for their actual and necessary expenses incurred in the performance of their official duties as directors. Any vacancy occurring on the Board shall be filled by appointment by the Council of a person who shall hold office until the expiration of the term for which the person is appointed.

4. **Article XI. Authorization and Approval By City is altered to read as follows:**

ARTICLE XI. AUTHORIZATION AND APPROVAL BY CITY

Pursuant to a resolution adopted by the Council on December 13, 2012, the City approved the original Articles of Incorporation and authorized the creation of the Corporation to act on its behalf to further the public purposes set forth in the Resolution and the original Articles of Incorporation. The City Council has approved amendment of the original Articles of Incorporation in order to incorporate the amended purposes for which the Corporation is organized.

5. **Article XIII. Miscellaneous is altered to read as follows:**

ARTICLE XIII. MISCELLANEOUS

No dividends will ever be paid by the Corporation, and no part of the Corporation's net earnings remaining after payment of its expenses and other obligations will be distributed to or inure to the benefit of its directors or officers, or any individual, private firm, or private corporation or association, except in reasonable amounts for services rendered.

ATTACHMENT III

**FIRST AMENDED
BYLAWS OF
THE SAN ANTONIO EARLY CHILDHOOD EDUCATION
MUNICIPAL DEVELOPMENT CORPORATION**

**ARTICLE I
PURPOSE AND POWERS**

Section 1. Purpose. The San Antonio Early Childhood Municipal Development Corporation (the "Corporation") is incorporated for the purposes set forth in Article Four of its Certificate of Formation/ Articles of Incorporation, the same to be accomplished on behalf of the City of San Antonio, Texas (the "City") as its duly constituted authority and instrumentality in accordance with Chapter 379A of the Texas Local Government Code (the "Better Jobs Act" or the "Act"), and other applicable laws.

Section 2. Governmental Unit. The Corporation is created as a municipal development corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001 Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 *et seq.*, Texas Civil Practice and Remedies Code.

Section 3. Powers. In the fulfillment of its corporate purposes, the Corporation shall be governed by the Act, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

**ARTICLE II
MEMBERS**

The Corporation shall have no members or stockholders.

**ARTICLE III
BOARD OF DIRECTORS**

Section 1. Powers, Number, Term of Office and Qualifications.

- (a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.
- (b) The Board shall consist of eleven (11) directors ("Directors"), each of whom shall be appointed by the City Council for the City of San Antonio (the "Council"). All Directors of the Board must meet the qualifications set out in the Act. Each Council district and the Mayor shall appoint one Director to the Board. The Mayor's

appointee shall serve as the Chairperson and Presiding Officer for the Board, upon the approval and appointment by the Board.

- (c) Directors are appointed to serve two (2) year staggered terms or until their successors are appointed by the Council. The Directors shall be appointed in accordance with the schedule below and the Corporation shall take no action until such time as a majority of the eleven (11) initial Directors have been appointed.

Initial Appointees:

District	Appointee	Initial Term in Years	Expiration Date of Initial Term
1	Richard Middleton	2	May 31, 2015
2	Pamela E. Ray	1	May 31, 2014
3	Josue "Joe" Robles, Jr.	2	May 31, 2015
4	Richard Perez	1	May 31, 2014
5	Gloria A. Ramirez	2	May 31, 2015
6	David L. Force	1	May 31, 2014
7	John M. Folks	2	May 31, 2015
8	Bob Bevard	1	May 31, 2014
9	Cornelia A. Black	2	May 31, 2015
10	Linda G. Foster	1	May 31, 2014
Mayor	Elaine Mendoza	2	May 31, 2015

- (e) Successor Directors are appointed in the same manner as the original appointees. Each successor Director shall serve a two (2) year term beginning on June 1st and ending on May 31st two years later.
- (f) Any Director may be removed from office by the Council at will.
- (g) Each Director must be a resident of the City. A person is disqualified from serving as a Director if the person is an employee of the City or a member, an employee, or officer of the Council. A Director may not have a personal interest in a contract executed by the Corporation. In accordance with the City's Code of Ethics, a Director shall have a personal interest in a contract executed by the Corporation if any of the following individuals or entities is a party to such contract: 1) the Director; 2) his or her parent,

child or spouse; 3) a business entity in which the Director or his or her parent, child or spouse, directly or indirectly owns: ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or 4) a business entity of which any individual or entity listed in subsection 1, 2 or 3 is a subcontractor of a contract with the Corporation, a partner or a parent or subsidiary business entity.

- (h) Any vacancy occurring on the Board (by reason of death, resignation or otherwise) shall be filled by appointment of the Council, consistent with these bylaws, with a person who meets the qualifications of the Act, and shall hold office until the expiration of the term for which he is appointed.

Section 2. Meetings of Directors. The directors shall conduct their meetings at such place or places in the City as the Board may from time to time determine.

Section 3. Open Meetings Act and Open Records Act. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code. The Corporation shall also be subject to the Texas Open Records Act, Chapter 552, Texas Government Code.

Section 4. Notice of Meetings.

- (a) Regular meetings of the Board shall be held at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the presiding officer, by a majority of the directors, by the Mayor of the City, or by a majority of the Council.
- (b) The Secretary shall give notice, or cause notice to be sent, to each Director of each Regular or Special Meeting in person, by telephone, electronic transmission (e.g. facsimile transmission or electronic mail), or by mail at least two (2) hours before the meeting; or at least 72 hours before the meeting if notice of the meeting is given by mail only. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a Special Meeting. At any meeting at which every director shall be present any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.
- (c) Whenever any notice is required to be given to the Board and notice is given by mail only, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the

purpose of any Regular or Special Meeting of the Board need be specified in the notice to Directors or waiver of notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

- (d) If a Director's attendance at regularly scheduled meetings falls below 50% on an annual basis from the appointment date or if a director misses three (3) regularly scheduled consecutive meetings, the Board is authorized to ask the Director to resign from the Board, or to seek Council action to remove the Director. With good cause, the Board may formally excuse absences by a Director.

Section 5. Quorum. A majority of the Board shall constitute a quorum for the consideration of matters pertaining to the purpose of the Corporation. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of the majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

Section 6. Conduct of Business.

- (a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as prescribed by the Board.
- (b) The Presiding Officer shall preside at all meetings of the Board. In the absence of the Presiding Officer, the Secretary shall preside.
- (c) The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the Presiding Officer may appoint any person to act as secretary of the meeting.
- (d) In the absence of the Presiding Officer and Secretary, an acting presiding officer and/or secretary shall be chosen by the Board from among the Directors present.
- (e) A Director may not vote or participate in a meeting by proxy.
- (f) The Board may hold meetings by means of remote electronic communications systems, including videoconferencing or the Internet, consistent with Section 22.02 of the Business Organizations Code (Nonprofit Corporations Act) and the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code.

Section 7. Committees of the Board. The Chair may designate two or more Directors to constitute an official committee of the Board to make recommendations to the Board related to the purposes of the Committee. It is provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings

and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation, and any such meetings must be conducted in accordance with the provisions of the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code, if applicable.

Section 8. Compensation of Directors. Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual, reasonable and necessary expenses incurred in the performance of their official duties.

ARTICLE IV OFFICERS

Section 1. Titles and Term of Office.

- (a) The officers of the Corporation shall be the Chairperson of the Board (who shall serve as the Presiding Officer) and a Secretary, and such other officers as the Council considers necessary and that the Board may from time to time elect. One person may hold more than one office, except that the Chairperson/Presiding officer shall not hold the office of Secretary. Terms of office as an officer shall be for the duration of their appointed term as a Director or until their successor is elected by the Board. Upon the expiration of a term, each officer shall have the right to be reelected.
- (b) All officers shall be subject to removal from office at any time by a vote of a majority of the Council.
- (c) A vacancy in the office of any officer shall be filled by a vote of a majority of the Directors.
- (d) Officers of the Corporation as specifically listed in Article IV, Section 1 (a), shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual, reasonable and necessary expenses incurred in the performance of their official duties as officers.

Section 2. Powers and Duties of the Chairperson/Presiding Officer. The chairperson/ presiding officer shall be a member of the Board and will have the following duties and authority:

- (a) Presiding at *all* meetings of the Board.
- (b) The right to vote on all matters coming before the Board.
- (c) The authority, upon notice to the members of the Board, to call a special meeting of the Board.
- (d) The authority to appoint committees to aid and assist the Board in its business

undertakings or other matters incidental to the operation and functions of the Board, to include the authority to appoint a chairperson for each such committee.

Section 3. Secretary. The Secretary shall keep, or cause to be kept by the City Clerk for the City of San Antonio, the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board.

Section 4. Chief Executive Officer/Executive Director.

- (a) The Corporation shall hire a Chief Executive Officer ("CEO")/Executive Director to coordinate and manage the day-to-day operation and implementation of the programs, unless these services are approved by the board to be delegated or contracted to another entity or organization. Employment of the CEO will be subject to review, consultation and approval of the City Manager for the City of San Antonio ("City Manager"). The CEO shall be removable at the will and pleasure of the Board upon consultation with the City Manager. Termination of the CEO shall be effective upon action approved by a majority of the Board.
- (b) The CEO shall manage the assets and oversee the affairs of the Corporation.
- (c) In connection with the early childhood development and educational services program authorized by the City of San Antonio voters and the Better Jobs Act, the CEO may sign and execute all contracts and other instruments in the name of the Corporation with a value less than \$50,000.00 and shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board. Any contract or document with a value above \$50,000.00 shall require the approval of the Board.
- (d) In connection with job training, long-term job training and in-training support service grants and the awarding of scholarships programs authorized by the City of San Antonio voters and the Better Jobs Act, the Corporation may delegate the execution of contracts or other instruments in connection with those programs to any entity with which it has an agreement to manage and oversee these programs.
- (e) The CEO shall not be a member of the Board.

ARTICLE V

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Corporate Duties.

- (a) It shall be the duty and obligation of the Board to:

- 1) Perform all duties required of the Corporation under the Better Jobs Act.
 - 2) Develop and implement a program for early childhood development and education that prepares a child to succeed in kindergarten and beyond, and operate and conduct business under the assumed name, PreK 4 SA, or any other or additional assumed names for this program.
 - 3) Develop and adopt benchmarks and success measures that are consistent with the Pre-K 4 SA goals developed by the City Manager's Office and adopted by Council.
 - 4) Contract with the City of San Antonio to develop and implement a program for job training, including long-term job training and in-training support service grants programs and the awarding of scholarships under the Better Jobs Act.
 - 5) Establish an appropriate accountability system regarding the expenditure and effectiveness of funds managed directly by the Corporation or by contract.
 - 6) Prepare documentation, reports and information necessary for a performance review and assessment by Council every five (5) years, as required by Chapter 379A of the Texas Local Government Code.
- (b) In carrying out its obligations under subsection (a) of this Section, the Corporation shall be authorized to exercise all rights and powers granted under the Act. Such powers shall include, but not be limited to, the following powers:
- 1) Hiring a CEO to coordinate and manage the day-to-day operation and implementation of the programs, unless these services are approved by the board to be delegated or contracted to the City of San Antonio, in which case the Board shall receive reports or information regarding the operations of those programs in accordance with the terms of the applicable contract.
 - 2) The Corporation may contract with any qualified and appropriate person, association, corporation or political subdivision, municipal corporation, governmental body, or other entity to manage, implement, perform and discharge designated tasks or programs which will aid or assist the Board in the performance of its duties.
 - 3) The Corporation may employ any necessary personnel. Such personnel shall be considered employees of the City, consistent with provisions of the Act. To the extent that the Corporation contracts with another entity to manage, implement, perform or discharge designated tasks or programs, the entity under contract shall employ, manage and discipline its own employees.

Section 2. Annual Corporate Budget.

- (a) The fiscal year for the Corporation shall begin on July 1 and end on June 30.
- (b) Prior to May 1st of each year for its early childhood program, and prior to July 1st of

each year for its workforce development and training program, the Board shall adopt and submit to Council for its approval:

- 1) an annual performance review and evaluation, including, audited financial statements from the preceding fiscal year;
 - 2) a projection of goals and programs for the next fiscal year; and
 - 3) an annual budget of expected revenues and proposed expenses consistent with the following:
 - A. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Manager and shall be developed concurrent with the City's budgeting process;
 - B. The budget shall not be effective until the same has been approved by the Board and presented to and approved by the City Council;
 - C. The Corporation may not make any expenditure until the budget has been approved as provided herein;
- (c) An amendment of the budget must be approved in the same manner as the budget.
- (d) The Council may amend the Corporation's budget with the approval of at least two-thirds of the members of the Council.
- (e) The budget presented to the Council must provide a detailed description of the proposed expenditures for the early childhood development programs, the job training and scholarship programs, or other programs authorized by the Act, during the Corporation's fiscal year.
- (f) In addition to the annual evaluation and budget, the Corporation shall submit written reports of activities and financial matters to the Council and the City Manager periodically, but no less frequently than required by the Act.

Section 3. Books, Records, Audits. The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. The Council is entitled, at all times, to access the books and records of the Corporation.

Section 4. Deposit and Investment of Corporate Funds. The Corporation shall comply with all relevant laws relating to the deposit and investment of public funds.

Section 5. Expenditures of Corporate Money. The monies of the Corporation shall be expended by the Corporation only for the purposes authorized by the Act.

Section 6. Gifts and Contributions. The Board may accept on behalf of the Corporation

any contribution, gift, grant, bequest or devise, for the general purposes, or for any special purpose, of the Corporation to be distributed or utilized consistent with the Act, the referendum approving the sales and use tax, the Articles of Incorporation and these Bylaws.

Section 7. Code of Ethics. The Directors of the Board shall be subject to the City's Code of Ethics.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 1. Principal Office.

- (a) The principal office of the Corporation shall at all times be located within the City of San Antonio.
- (b) The Corporation shall have and shall continually designate a registered agent at its registered office, as required by the Texas Non-Profit Corporation Act.

Section 2. Fiscal Year. The fiscal year of the Corporation shall begin on July 1 and end on June 30.

Section 3. Seal. The Board may provide for a seal.

Section 4. Resignations. Any Director or Officer may resign at any time. Such resignation shall be made in writing and shall take effect upon the appointment of a replacement Director by the current representative for that same City Council district, or the Mayor. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. Approval or Advice and Consent of the Council. To the extent that these bylaws refer to any approval by the City or the Council, such approval shall be evidenced by an ordinance or resolution approved by the Council.

Section 6. Services of City Staff and Officers.

- (a) Subject to the authority and approval of the City Manager, the Corporation may utilize the services of City personnel, provided that:
 - 1) the Corporation may be requested to pay reasonable compensation to the City for such services; and
 - 2) the performance of such services does not materially interfere with the other duties of such personnel of the City.
- (b) Subject to City employment processes and approval of the City Manager, the Corporation may employ any necessary personnel, who shall be employees of the City.

Section 7. General Powers of Corporation.

- (a) The Corporation may accept donated property, may use and allocate use of land, buildings, equipment, facilities, and other improvements in connection with the Corporation's programs, or may dispose of property or an interest in property under terms described by the Corporation.
- (b) The Corporation may:
 - 1) own, operate or contract with an entity to plan, implement and operate a program authorized by the Act;
 - 2) perform any act necessary to the full exercise of the Corporation's powers;
 - 3) accept a grant or loan from a department or agency of the United States, department, agency or political subdivision of this State or any public or private person;
 - 4) adopt rules to govern the operation of the Corporation and its employees and property;
 - 5) contract or enter into a memorandum of understanding or similar agreement with a public or private person, including local workforce development boards or any political subdivision, in connection with a program authorized by the Act; and
 - 6) with respect to the early childhood and education program, provide grants of sales tax proceeds to publicly funded education institutions, non-profit organizations or private education organizations or institutions, consistent with the parameters set forth in requests for proposals or qualifications as issued by the Corporation or City.
- (e)

Section 8. Indemnification of Directors, Officers and Employees.

- (a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practice and Remedies Code, as amended), a governmental unit and its actions are governmental functions.
- (b) The Corporation shall indemnify a person who has been named as a defendant or respondent in a proceeding because the person is, or was, a Board member, Officer, or agent of the Corporation, but only if the determination to indemnify is made in accordance with the provisions of the Texas Tort Claims Act.
- (c) The City's Risk Manager, with advice from the City Attorney, has sole authority to review a request for indemnification and to determine if said request should be granted.
- (d) The Corporation shall purchase and maintain insurance on behalf of any Board member, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board member, officer, employee, or agent of another corporation, partnership, trust or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the Corporation, whether or not the Corporation has the power to

indemnify that person against liability for any of those acts.

ARTICLE VII
EFFECTIVE DATE, AMENDMENTS

Section 1. Effective Date. These Amended Bylaws shall become effective upon the occurrence of the following events:

- (1) The adoption of these Amended Bylaws by the Board; and
- (2) The approval of these Amended Bylaws by the Council.

Section 2. Amendments to Articles of Incorporation and Bylaws. These bylaws may be amended or repealed and new bylaws may be adopted by a majority of the Board members present at any regular meeting or at any special meeting. Any amendment or repeal of these bylaws will be effective upon the approval by the Council. The Articles of Incorporation may be amended only in the manner provided in the Articles of Incorporation and will be effective upon the approval by the Council.

Section 3. Interpretation of Bylaws. These bylaws and all terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section, or other part of these bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these bylaws to any other person or circumstance shall not be affected thereby.

Adopted this ____ day of ____, 20__.

By: _____
Chair and Presiding Officer of the Board

Attest:

By: _____
Board Secretary

ATTACHMENT IV

**SPECIAL REVENUE FUND
PRE-K 4 SA
SUMMARY OF PROPOSED BUDGET**

Description:

In November 2020, voters reauthorized a 1/8 cent sales tax to fund the Pre-K 4 SA initiative to provide high quality pre-k for four year olds throughout San Antonio. The Fiscal Year for Pre-K 4 SA runs from July 1 through June 30.

	ACTUAL FY 2020	BUDGET FY 2021	ESTIMATED FY 2021	PROPOSED FY 2022
AVAILABLE FUNDS				
Beginning Balance	\$ 7,125,688	\$ 3,963,852	\$ 8,328,811	\$ 6,272,783
<u>REVENUES</u>				
Sales Tax	\$ 37,455,681	\$ 31,530,322	\$ 37,714,896	\$ 39,464,706
State/Local Match	3,819,462	4,309,248	2,782,560	3,720,000
USDA (Food)	938,378	1,482,021	524,715	1,526,481
Sliding Scale Tuition	681,707	726,329	376,822	375,000
Interest/Misc Revenue	826,828	11,745	452,846	16,245
<i>Total Revenues & Transfers</i>	\$ 43,722,056	\$ 38,059,665	\$ 41,851,839	\$ 45,102,432
TOTAL AVAILABLE FUNDS	\$ 50,847,744	\$ 42,023,517	\$ 50,180,650	\$ 51,375,215
<u>APPROPRIATIONS</u>				
<u>Operating Expenses</u>				
Pre-K 4 SA Education Centers	\$ 24,613,809	\$ 24,856,646	\$ 25,459,843	\$ 27,354,720
Transportation Services	521,898	500,000	476,311	528,537
Facilities, Leases & Maintenance	6,207,178	6,820,408	7,835,591	7,540,567
Competitive Grants	2,862,805	3,260,406	3,250,438	3,391,799
Professional Learning	1,367,031	1,232,214	1,536,664	1,891,142
Program Assessment	312,136	200,000	200,000	268,750
Enrollment/Attendance Services	475,955	566,921	623,958	560,108
Public Relations/Marketing	1,118,495	732,583	732,647	992,764
Sales Tax Collection Fee	743,767	630,606	641,733	781,758
Administration	1,468,337	1,445,947	1,449,314	1,707,672
Municipal Elections	0	900,000	900,000	0
<i>Subtotal Operating</i>	\$ 39,691,411	\$ 41,145,731	\$ 43,106,499	\$ 45,017,817
<u>Transfers To</u>				
General Fund-Indirect Cost	\$ 866,450	\$ 866,451	\$ 801,368	\$ 866,450
Transfers to Debt Service	1,961,071	0	0	0
<i>Subtotal Transfers</i>	\$ 2,827,522	\$ 866,451	\$ 801,368	\$ 866,450
TOTAL APPROPRIATIONS	\$ 42,518,933	\$ 42,012,182	\$ 43,907,867	\$ 45,884,267
GROSS ENDING BALANCE	\$ 8,328,811	\$ 11,335	\$ 6,272,783	\$ 5,490,948

ATTACHMENT V

Pre-K 4 SA FY 2022 Personnel Complement

Pre-K Education Centers

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Director	4	4	0	0
Assistant Director	4	4	0	0
Master Teacher	58	59	1	0
Teacher	46	45	-1	0
Assistant Teacher	101	101	0	0
Teacher Aide (Full Time)	65	65	0	0
Teacher Aide (Part Time)	31	31	0	0
Extended Day Manager	4	4	0	0
School Nurse	4	4	0	0
Administrative Assistant I	4	4	0	0
Administrative Associate	4	4	0	0
Nutritional Services Supervisor	4	4	0	0
Nutritional Services Assistant	4	4	0	0
Total Pre-K Education Centers	333	333	0	0

Facilities Maintenance

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Special Projects Manager	2	2	0	0
Management Analyst	1	1	0	0
Senior Building Maintenance Supervisor	0	1	1	0
Building Maintenance Supervisor	1	1	0	0
Building Maintenance Worker	2	2	0	0
Custodial Services Supervisor	1	1	0	0
Crew Leader II	4	4	0	0
Building Maintenance Custodian	21	21	0	0
Total Facilities Maintenance	32	33	1	0

Professional Learning and Program Innovation

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Director	1	1	0	0
Assistant Director	1	1	0	0
Professional Development Coach	12	12	0	0
Administrative Assistant II	1	1	0	0
Total Professional Learning	15	15	0	0

Pre-K 4 SA FY 2022 Personnel Complement

Curriculum & Instruction

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Assistant Director	1	1	0	0
Special Projects Manager	0	1	1	0
Behavioral Specialist	1	0	-1	0
Instructional Specialist	8	8	0	0
Total Curriculum & Instruction	10	10	0	0

Family Engagement & Outreach

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Family Program Coordinator	1	1	0	0
Special Projects Manager	1	0	-1	0
Family Specialist	1	1	0	0
Parent Liaison	4	4	0	0
Total Family Engagement	7	6	-1	0

Social Emotional Learning

Position Title	FY 2021 Adopted	FY 2021 Adopted	Net Change	FY 2022 Hiring Freeze
Licensed Specialist in School Psychology	1	1	0	0
Behavioral Specialist	4	5	1	0
Total Social Emotional Learning	5	6	1	0

Public Relations/Marketing

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Design Communications Coordinator	1	1	0	0
Sr. Management Analyst	1	1	0	0
Graphics Designer	1	1	0	0
Total Public Relations/Marketing	3	3	0	0

Pre-K 4 SA FY 2022 Personnel Complement

Competitive Grants

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Special Projects Manager	1	0	-1	0
Grants Manager	0	1	1	0
Sr. Management Analyst	1	1	0	0
Management Analyst	1	1	0	0
Professional Development Coach	2	6	4	0
Assistant Teacher	0	12	12	0
Total Competitive Grants	5	21	16	0

Enrollment

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Special Projects Manager	1	1	0	0
Management Analyst	1	1	0	0
Administrative Assistant I	4	4	0	0
Total Enrollment	6	6	0	0

Administration

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Chief Executive Officer	1	1	0	0
Chief Operations Officer	1	1	0	0
Sr. Executive Secretary	1	1	0	0
Assistant to the Director	1	1	0	0
Department Fiscal Administrator	1	1	0	0
Fiscal Analyst	1	1	0	0
Senior Accountant	1	1	0	0
Procurement Specialist II	1	1	0	0
Time & Attendance Specialist	2	2	0	0
Employee Relations Business Partner	1	1	0	0
Lead Employee Relations Bus Partner	1	1	0	0
Nutrition Site Coordinator	1	0	-1	0
Administrative Assistant I	1	1	0	0
Administrative Associate	1	1	0	0
Total Administration	15	14	-1	0

	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
TOTAL PRE-K 4 SA POSITIONS	431	447	16	0

ATTACHMENT VI

**SPECIAL REVENUE FUND
SA: READY TO WORK
SUMMARY OF PROPOSED BUDGET**

Description:

In November 2020, San Antonio voters approved a 1/8 cent sales tax to fund the "SA: Ready to Work" program to increase access to quality jobs with benefits for thousands of San Antonio residents by connecting them with the talent requirements in San Antonio. The goals of the SA: Ready to Work program are to ensure that unemployed, underemployed, or underserved residents can access and complete the program; training and education align with current and anticipated high-demand, well-paid careers; and that ultimately, participants secure those high-demand, well-paid careers. The Fiscal Year for SA: Ready to Work runs from July 1 through June 30.

	ACTUAL FY 2020	BUDGET FY 2021	ESTIMATED FY 2021	PROPOSED FY 2022
AVAILABLE FUNDS				
Beginning Balance	\$ N/A	\$ N/A	\$ 0	\$ 9,842,586
<u>REVENUES</u>				
Sales Tax	\$ N/A	\$ N/A	\$ 10,119,986	\$ 39,464,706
Total Revenues & Transfers	\$ N/A	\$ N/A	\$ 10,119,986	\$ 39,464,706
TOTAL AVAILABLE FUNDS	\$ N/A	\$ N/A	\$ 10,119,986	\$ 49,307,292
<u>APPROPRIATIONS</u>				
<u>Operating Expenses</u>				
Personnel Services	\$ N/A	\$ N/A	\$ 0	\$ 1,034,836
Contractual Services	N/A	N/A	277,400	21,475,107
Commodities	N/A	N/A	0	21,576
Self-Insurance/Other Expenditures	N/A	N/A	0	105,957
Capital Outlay	N/A	N/A	0	66,000
Subtotal Operating	\$ N/A	\$ N/A	\$ 277,400	\$ 22,703,476
TOTAL APPROPRIATIONS	\$ N/A	\$ N/A	\$ 277,400	\$ 22,703,476
ENDING BALANCE	\$ N/A	\$ N/A	\$ 9,842,586	\$ 26,603,816

ATTACHMENT VII

SA: READY TO WORK
JULY 1, 2021 to JUNE 30, 2022
PERSONNEL COMPLEMENT

Positions	Job Class	Current Number of Positions	Add/Delete	FY 2021-2022 Positions
SA: Ready to Work				
Director		0	1	1
Assistant to the Director	2227	0	1	1
Senior Administrative Assistant	0042	0	1	1
Senior Management Analyst	0999	0	5	5
Department Fiscal Administrator	0826	0	1	1
Fiscal Manager	2216	0	1	1
Accountant	2220	0	1	1
SA: Ready to Work		0	11	11
TOTAL POSITIONS FOR SA: READY TO WORK PROGRAM		0	11	11

**SPECIAL REVENUE FUND
PRE-K 4 SA
SUMMARY OF PROPOSED BUDGET**

Description:

In November 2020, voters reauthorized a 1/8 cent sales tax to fund the Pre-K 4 SA initiative to provide high quality pre-k for four year olds throughout San Antonio. The Fiscal Year for Pre-K 4 SA runs from July 1 through June 30.

	ACTUAL FY 2020	BUDGET FY 2021	ESTIMATED FY 2021	PROPOSED FY 2022
AVAILABLE FUNDS				
Beginning Balance	\$ 7,125,688	\$ 3,963,852	\$ 8,328,811	\$ 6,272,783
<u>REVENUES</u>				
Sales Tax	\$ 37,455,681	\$ 31,530,322	\$ 37,714,896	\$ 39,464,706
State/Local Match	3,819,462	4,309,248	2,782,560	3,720,000
USDA (Food)	938,378	1,482,021	524,715	1,526,481
Sliding Scale Tuition	681,707	726,329	376,822	375,000
Interest/Misc Revenue	826,828	11,745	452,846	16,245
<i>Total Revenues & Transfers</i>	<u>\$ 43,722,056</u>	<u>\$ 38,059,665</u>	<u>\$ 41,851,839</u>	<u>\$ 45,102,432</u>
TOTAL AVAILABLE FUNDS	<u>\$ 50,847,744</u>	<u>\$ 42,023,517</u>	<u>\$ 50,180,650</u>	<u>\$ 51,375,215</u>
<u>APPROPRIATIONS</u>				
<u>Operating Expenses</u>				
Pre-K 4 SA Education Centers	\$ 24,613,809	\$ 24,856,646	\$ 25,459,843	\$ 27,354,720
Transportation Services	521,898	500,000	476,311	528,537
Facilities, Leases & Maintenance	6,207,178	6,820,408	7,835,591	7,540,567
Competitive Grants	2,862,805	3,260,406	3,250,438	3,391,799
Professional Learning	1,367,031	1,232,214	1,536,664	1,891,142
Program Assessment	312,136	200,000	200,000	268,750
Enrollment/Attendance Services	475,955	566,921	623,958	560,108
Public Relations/Marketing	1,118,495	732,583	732,647	992,764
Sales Tax Collection Fee	743,767	630,606	641,733	781,758
Administration	1,468,337	1,445,947	1,449,314	1,707,672
Municipal Elections	0	900,000	900,000	0
<i>Subtotal Operating</i>	<u>\$ 39,691,411</u>	<u>\$ 41,145,731</u>	<u>\$ 43,106,499</u>	<u>\$ 45,017,817</u>
<u>Transfers To</u>				
General Fund-Indirect Cost	\$ 866,450	\$ 866,451	\$ 801,368	\$ 866,450
Transfers to Debt Service	1,961,071	0	0	0
<i>Subtotal Transfers</i>	<u>\$ 2,827,522</u>	<u>\$ 866,451</u>	<u>\$ 801,368</u>	<u>\$ 866,450</u>
TOTAL APPROPRIATIONS	<u>\$ 42,518,933</u>	<u>\$ 42,012,182</u>	<u>\$ 43,907,867</u>	<u>\$ 45,884,267</u>
GROSS ENDING BALANCE	<u>\$ 8,328,811</u>	<u>\$ 11,335</u>	<u>\$ 6,272,783</u>	<u>\$ 5,490,948</u>

Pre-K 4 SA FY 2022 Personnel Complement

Pre-K Education Centers

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Director	4	4	0	0
Assistant Director	4	4	0	0
Master Teacher	58	59	1	0
Teacher	46	45	-1	0
Assistant Teacher	101	101	0	0
Teacher Aide (Full Time)	65	65	0	0
Teacher Aide (Part Time)	31	31	0	0
Extended Day Manager	4	4	0	0
School Nurse	4	4	0	0
Administrative Assistant I	4	4	0	0
Administrative Associate	4	4	0	0
Nutritional Services Supervisor	4	4	0	0
Nutritional Services Assistant	4	4	0	0
Total Pre-K Education Centers	333	333	0	0

Facilities Maintenance

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Special Projects Manager	2	2	0	0
Management Analyst	1	1	0	0
Senior Building Maintenance Supervisor	0	1	1	0
Building Maintenance Supervisor	1	1	0	0
Building Maintenance Worker	2	2	0	0
Custodial Services Supervisor	1	1	0	0
Crew Leader II	4	4	0	0
Building Maintenance Custodian	21	21	0	0
Total Facilities Maintenance	32	33	1	0

Professional Learning and Program Innovation

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Director	1	1	0	0
Assistant Director	1	1	0	0
Professional Development Coach	12	12	0	0
Administrative Assistant II	1	1	0	0
Total Professional Learning	15	15	0	0

Pre-K 4 SA FY 2022 Personnel Complement

Curriculum & Instruction

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Assistant Director	1	1	0	0
Special Projects Manager	0	1	1	0
Behavioral Specialist	1	0	-1	0
Instructional Specialist	8	8	0	0
Total Curriculum & Instruction	10	10	0	0

Family Engagement & Outreach

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Family Program Coordinator	1	1	0	0
Special Projects Manager	1	0	-1	0
Family Specialist	1	1	0	0
Parent Liaison	4	4	0	0
Total Family Engagement	7	6	-1	0

Social Emotional Learning

Position Title	FY 2021 Adopted	FY 2021 Adopted	Net Change	FY 2022 Hiring Freeze
Licensed Specialist in School Psychology	1	1	0	0
Behavioral Specialist	4	5	1	0
Total Social Emotional Learning	5	6	1	0

Public Relations/Marketing

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Design Communications Coordinator	1	1	0	0
Sr. Management Analyst	1	1	0	0
Graphics Designer	1	1	0	0
Total Public Relations/Marketing	3	3	0	0

Pre-K 4 SA FY 2022 Personnel Complement

Competitive Grants

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Special Projects Manager	1	0	-1	0
Grants Manager	0	1	1	0
Sr. Management Analyst	1	1	0	0
Management Analyst	1	1	0	0
Professional Development Coach	2	6	4	0
Assistant Teacher	0	12	12	0
Total Competitive Grants	5	21	16	0

Enrollment

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Special Projects Manager	1	1	0	0
Management Analyst	1	1	0	0
Administrative Assistant I	4	4	0	0
Total Enrollment	6	6	0	0

Administration

Position Title	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
Chief Executive Officer	1	1	0	0
Chief Operations Officer	1	1	0	0
Sr. Executive Secretary	1	1	0	0
Assistant to the Director	1	1	0	0
Department Fiscal Administrator	1	1	0	0
Fiscal Analyst	1	1	0	0
Senior Accountant	1	1	0	0
Procurement Specialist II	1	1	0	0
Time & Attendance Specialist	2	2	0	0
Employee Relations Business Partner	1	1	0	0
Lead Employee Relations Bus Partner	1	1	0	0
Nutrition Site Coordinator	1	0	-1	0
Administrative Assistant I	1	1	0	0
Administrative Associate	1	1	0	0
Total Administration	15	14	-1	0

	FY 2021 Adopted	FY 2022 Adopted	Net Change	FY 2022 Hiring Freeze
TOTAL PRE-K 4 SA POSITIONS	431	447	16	0