



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC:** PUBLIC HEARING: The Board will Take Public Comments Regarding Optional Flexible School Day Program for 2016-2017 to implement the PASS (Positive Approach to Student Success) at Lyndon B. Johnson High School

**SUBMITTED BY:** Gloria S. Rendon **OF:** Associate Supt. for Administration

**APPROVED FOR TRANSMITTAL TO SCHOOL BOARD:** September 21, 2016

## **RECOMMENDATION:**

The Texas Education Agency offers school districts the opportunity to offer a program that will offer flexible hours and days of attendance for a student who:

- Has dropped out of school
- Is at risk of dropping out , or
- Will be denied credit for one or more classes in which the student has been enrolled as a result of attendance requirements under the Texas Education Code §25.092

In an effort to assist with the reduction of the dropout rate and increase student attendance rates at Lyndon B. Johnson High School, Administration proposes to implement the PASS Program. The PASS Program is an intervention for students who are at-risk of not graduating due to loss of credit. Lyndon B. Johnson will use various district resources which provide campus administration a solution to address these concerns.

## **RATIONALE:**

## **BUDGETARY INFORMATION:**

## **BOARD POLICY REFERENCE AND COMPLIANCE:**



# **Optional Flexible School Day**

Improving Attendance and Increasing  
Graduation Rate for At-Risk Youth



Lyndon B. Johnson High School

United ISD

September 21, 2016



Gloria Rendon  
Office of the Associate  
Superintendent of Administration  
United ISD



## Optional Flexible School Day Program

- ☐ Under Texas Education Code (TEC) § 29.0822 students are able to participate in an Optional Flexible School Day Program (OFSDP)
- ☐ OFSDP allows districts the opportunity to provide flexible hours and days of attendance for students in any grade who are at risk of dropping out due to credit loss in more than one content area.
- ☐ Students eligible under this program do not have to meet the traditional 180-day, 5-days-per-week requirement.
- ☐ Provide districts will a full year of ADA for students participating in this program.

## TEA Requirements

- ☐ Present to School Board and seek approval
- ☐ Hold a public meeting
- ☐ Submit application citing “Intent to Participate” with narrative citing specific needs of campus.
- ☐ Program will be evaluated annually by TEA for approval to continue
  - Evaluation based on:
    - Student Performance
    - Number of students graduating from program
    - Credits recovered through program





## Proactive Approach for Student Success (PASS)

- ☐ Students will utilize existing software (Odyssey Ware) to take courses they've lost credit in or are in jeopardy of losing credit in.

- ☐ One Teacher

- ☐ Teacher provides remediation on concepts/skills the student is struggling with in a small and individualized setting with Special Education support if needed.

- ☐ Progress Monitoring will transpire between student, parent, & PASS Committee to ensure students are making progress.

- ☐ Upon completion of the program students will be transitioned back into the regular school setting and/or provided guidance for post secondary opportunities.



## Program Goals

- ☐ To provide students experiencing a hardship and unable to attend school during regular hours an opportunity to attend school on a fixed or flexible schedule.
- ☐ Provide students an option to recover credits lost or are in jeopardy of losing credits.
- ☐ Facilitate students with an alternative approach to learning.
- ☐ Reduce the number of students who drop out of school due to credit loss



## Demographics

Lyndon B. Johnson High School, 240903009 United ISD  
“Cultivating Hearts and Minds”

School Size- 2,686 Students

Attendance Rate- 88%

Accountability Rating: Met Standard

School Population-

99.9% students are of Hispanic  
65% are labeled “At-Risk”  
92% Eco Disadvantaged  
23% English Language Learners  
11% Special Education





## Attendance

High School attendance  
data

Campus	1 <sup>st</sup> Six Weeks	2 <sup>nd</sup> Six Weeks	3 <sup>rd</sup> Six Weeks	4 <sup>th</sup> Six Weeks	5 <sup>th</sup> Six Weeks	6 <sup>th</sup> Six Weeks
UHS	96.79	96.48	96.69	94.86	95.37	95.71
UHS 9th	97.94	97.62	97.23	96.57	96.76	97.12
USHS	95.56	94.95	94.24	92.68	92.27	91.61
JBA	96.59	95.49	94.91	95.12	94.31	94.62
LBJ	94.53	92.41	90.01	90.85	89.76	88.37

## Grade Level Attendance

Chart shows the progression of absences by semester, specifically showing numbers for each grade level throughout the school year.





## Eligibility Requirements

- ☐ Loss of one or more credits
- ☐ Must be vetted because of existing hardship conditions outside of school.
- ☐ Students who need small/individualized instruction to recover credit loss in more than one course.

## Student Benefits

- ☐ Individualized Instruction
- ☐ Self-paced
- ☐ Progress Monitoring to ensure students are making progress
- ☐ Reduce Drop-out Rate
- ☐ Improve Attendance





## Proposed Schedule

**Block AM**

8:00-12:00 p.m.

**Block PM**

12:30-4:30 p.m.





# Texas Education Agency



## APPLICATION

### Optional Flexible School Day Program (OFSDP)

2016-2017

School Year

**ELIGIBLE APPLICANTS:** The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted to the TEA for approval.



## Definition of Program Provisions

### Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
  - the student is attending a school implementing an approved innovative campus plan; or
  - the student is attending a school with an approved early college high school program designation; or
  - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
- and
2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

### Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

### Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

### Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 41, 42, and 46, only for the actual number of contact hours the student receives, not to exceed 720 hours per 12-month period.

### Public Hearings

The board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing concerning the proposed application for an OFSDP before applying to operate an OFSDP under the TEC, §29.0822. In addition, the board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing annually to review the performance of the OFSDP (see Appendix Two).



## **Continuation or Revocation of Program Authorization**

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

## **Reporting Requirements**

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.



## Provisions of Agreement

### Article I - Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

United Independent School District

(Legal Name of School District or Open-Enrollment Charter School)

located at

201 Lindenwood Dr. Laredo Texas 78045

(Physical Address)

hereinafter referred to as "district."

### Article II - Period of Agreement

The period of the agreement, for a maximum of one school year unless terminated or as otherwise provided for in this agreement and in statute or rule, is the period beginning 8-22-16 (Month, Day, Year) and ending 6-30-17 (Month, Day, Year).

**Please note that the agreement term is subject to annual renewal.**

### Article III - Purpose of Agreement

The district must perform all of the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

### Article IV - Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

### Article V - General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- ☒ Appendix One, Assurances
- ☒ Appendix Two, Public Hearings
- ☒ Appendix Three, Narrative Description of Proposed Program
- ☒ Appendix Four, Contact Sheet
- ☐ Attachment, Copy of articulation agreement between district and university/college if one or more participating campuses have an Early College High School Program designation

### Article VI - Application Process

For questions or assistance regarding this application, please contact Ashley Behnke by telephone at (512) 463-4834 or by email at [Ashley.Behnke@tea.texas.gov](mailto:Ashley.Behnke@tea.texas.gov).

**EMAIL THE COMPLETED APPLICATION TO: [Ashley.Behnke@tea.texas.gov](mailto:Ashley.Behnke@tea.texas.gov).**



## Article VII - Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Roberto J. Santos

Typed Title Superintendent

Authorized Signature

## Participating Campuses

Attach additional list, if required.

[illegible]



## Appendix One Assurances

**The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.**

**PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.**

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
  - the student is attending a school implementing an approved innovative campus plan; or
  - the student is attending a school with an approved early college high school program designation; or
  - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide knowledgeable, highly qualified instructors and staff for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to comply with all reporting requirements established by the TEA;
8. not to discriminate based on disability, race, color, national origin, religion, or sex; and



9. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

**Judd Gilpin, School Board President (956) 753-2210**

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Name, Title, and Telephone Number of School Board President

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Signature of School Board President

Date

**Roberto J. Santos, Superintendent (956) 473-6355**

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Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

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Signature of Person Authorized to Bind the District or Charter School

Date



## Appendix Two Public Hearings

**The definition of terms of the application applies to this Appendix Two, Public Hearings. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.**

**PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX TWO. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.**

1. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing concerning the proposed application for an OFSDP.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing annually to review the performance of the program proposed under this application.

**The pre-application public hearing was conducted on:**

Month: September

Day: 13

Year: 2016

Time:

Location: Student Activity Center

NOTE: The applicant will be required to include a copy of the posting of this public hearing in the final progress report.

**AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.**

Judd Gilpin, President UISD Board of Trustees (956) 753-2210

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Roberto J. Santos, Superintendent of Schools UISD, (956) 473-6300

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District

Date

## **Appendix Three**

### **Narrative Description of Proposed Program**

**The definition of terms of the application applies to this Appendix Three, Narrative Description of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.**

Appendix Three describes the school district or charter school proposed OFSDP.

On 8 ½ x 11 inch paper, provide a concise description of the:

- program goals and objectives;
- proposed schedule offered to students participating in the OFSDP;
- staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include the contact hours the position and resource will be obligated to the program;
- qualification standards established for each staff and resource position;
- local procedures for identifying students, including how the school confirms and documents student eligibility;
- procedures for obtaining student and parental consent for participation in the OFSDP;
- process that will be implemented to maintain records of student eligibility, consent, and attendance;
- procedure the district will establish to ensure all students enrolled in the OFSDP are administered the required assessment instruments in the timeline established by the TEA; and
- criteria selected to report the progress of students participating in the OFSDP.



## Appendix Four Contact Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement:

**PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.**

### District Contact for the Application

Contact Name:	Roberto J. Santos
District Superintendent or Charter School Chief Operations Officer:	Roberto J. Santos
Mailing Address:	201 Lindenwood
City, State, Zip Code:	Laredo, Texas 78045
Telephone Number:	(956) 473-6300
Alternate Telephone Number:	(956) 473-6355
Fax Number:	(956) 728-8691
Email Address:	rsantos@uisd.net

Contact Name:	Gloria S. Rendon
Email Address:	grendon@uisd.net

Contact Name:	Jose A. Almazan
Email Address:	jalmazan@uisd.net

Contact Name:	Armando Salazar
Email Address:	asalazar1@uisd.net

*NOTE: The majority of the contact for the approved OFSDP is done via email. Please make sure that a valid email address or valid email addresses are submitted on this form. More than one email address may be submitted. Please provide the full name(s) of the person or persons who are the email contact(s) to ensure that the TEA has accurate information.*





The OFSDP will be located on campus at Lyndon B. Johnson High School. This alternative educational setting is for serving students who are in jeopardy of losing credits or who don't feel comfortable in a traditional high school setting. This setting incorporates using a blended learning model incorporating digital learning, while still providing much needed teacher support to provide specialized instruction. Data and assessments collected throughout the course of this program will ensure that the program is current, meaningful, and flexible to the needs of the students.

Self-contained, self-paced, flexible scheduling learning environment will provide students the much needed opportunity to regain credits they have lost, are in jeopardy of losing, or due to attendance. The program is designed with the intensive instructional support our students need in a modified learning environment. The flexible schedule allows students who have extenuating circumstances to create a flexible schedule that can accommodate their schedules.

### **I. Program Goals and Objectives**

- ☐ Provide students experiencing a hardship and unable to attend school during regular hours an opportunity to attend school on a fixed or flexible schedule.
- ☐ Provide students an option to recover credits lost or are in jeopardy of losing credits.
- ☐ Facilitate students with an alternative approach to learning.
- ☐ Reduce the number of students who drop out of school due to credit loss

### **II. Proposed Schedule Offerings (proposed schedule offered to students participating)**

Include the following but are not limited to:

**Block AM**  
8:00-12:00

**Block PM**  
12:30-4:30

\*\*\*\*All students in the program will be able to receive Breakfast & Lunch services.

Students who are unable to attend either Block AM or Block PM due to work vital to sustain their family or because of extenuating circumstances (sick parents, no child care, etc.) will be allowed to meet the requirements of the schedule between both blocks.

### **III. Program Staffing and Qualifications (staff positions and resource personnel associated with the program; qualification standards established for each staff and resource position)**

One full time state certified General Education Teacher will be assigned to serve as the teacher of record. The support other state certified on campus personnel will be available should the students in the program require remediation in specific content areas. If capacity is reached we will seek additional support will be provided upon approval from the Board of Trustees.

#### **IV. Local Procedures for Determining Student Eligibility & Parent/Student Commitment (local procedures for identifying students, including how the school confirms and documents student eligibility)**

1. When a counselor has identified a student as a possible candidate for the program he/she will contact the campus principal and brief him/her on the identifying qualifiers. To confirm student eligibility for PASS the campus principal will qualify the student if he/she is: a) student has been identified as an At-Risk student b) student is in danger of dropping out of school c) is behind on credits d) is behind on core subject areas e) has lost credit due to attendance requirements f) is employed during the school day due to family hardship or g) is a parent and needs to provide child care. The campus principal may also recommend students who meet eligibility criteria throughout the school year.
2. Upon determining eligibility the campus principal/principal's designee will contact the student's parents and propose his/her participation in the program. If the parents accept the program a conference between the parent(s) and the campus principal/principal's designee will take place. Parent will sign the Parent Commitment Agreement at this conference and a Parent Brochure will be given.
3. Prior to referring the student to the assigned teacher the campus principal/principal's designee will confer with the student and share with him/her the expectations of the program. If the student is committed to participate he/she will be asked to sign the Student Commitment Agreement.
4. The student will meet with his/her PASS teacher and review program expectations, assign a class block/create a flexible schedule between blocks, and identify program goals individualized by student need.

#### **V. Program Implementation and Record Keeping (procedures for obtaining student and parental consent for participation in the OFSDP; process that will be implemented to maintain records of student eligibility, consent, and attendance)**

1. Upon determining program goals the student will be given login/password information.
2. Student documents (Eligibility, Parent Commitment Agreement, Student Commitment Agreement, a record of the students courses, etc.) will be kept in a student folder in the office of the Principal/Principal's Designee. These records will be review to track progress/update accordingly.
3. Daily, weekly, and six weeks student attendance records will be recorded and submitted electronically to the campus principal. Attendance records will be reviewed and monitored for accuracy by a representative from Central Office. Records of student attendance are contained in a student folder kept in the campus principal's office.
4. Students who participate in this program must remain through the end of the fall or spring semester (no re-entry or transferring in/out of the program)



4. Progress will be reported on: a) graduation, b) student attendance, & number of credits earned ☐

**VII. Testing and Liability (procedure the district will establish to ensure all students enrolled in the OFSDP are administered the required assessment instruments in the timeline established by the TEA)**

1. All students enrolled in the OFSDP program will take their state assessments as required by TEA.

2. The campus principal/director will ensure the security and integrity of each test administration as per TEA guidelines. ☐