



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC:** Approval of Optional Flexible School Day Program for 2022-23 school to continue the PASS  
(Positive Approach to Student Success) Program at Lyndon B. Johnson High School and United South High School

**SUBMITTED BY:** Gloria S. Rendon **OF:** Deputy Superintendent

**APPROVED FOR TRANSMITTAL TO SCHOOL BOARD:** \_\_\_\_\_

**DATE ASSIGNED FOR BOARD CONSIDERATION:** July 20, 2022

## **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

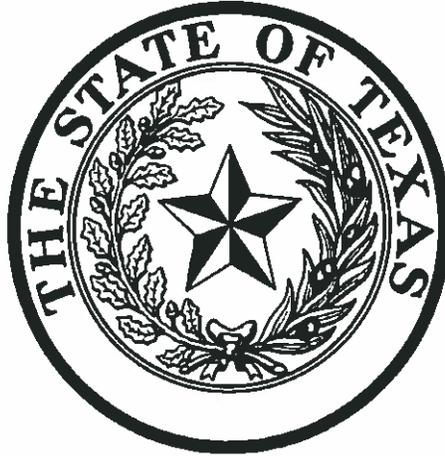
In an effort to assist with the reduction of the dropout rate and increase student attendance rates at Lyndon B. Johnson High School and United South High School, Administration proposes to continue with the implementation of the PASS Program. The PASS Program is an intervention for students who are at-risk of meeting graduation requirements due to loss of credit.

## **RATIONALE:**

## **BUDGETARY INFORMATION:**

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

# Texas Education Agency



## APPLICATION

Updated April 2022

## Optional Flexible School Day Program (OFSDP)

2022-2023

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 annually to the TEA for approval.

## Definition of Program Provisions

### Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the [TEC, §29.0822](#), if the student is:

- at risk of dropping out of school, as defined by the [TEC, §29.081](#),
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the [TEC, §29.908](#), P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\)](#) or (e-2), or
- not meeting attendance requirements under the [TEC, §25.092](#), resulting in denied credit for one or more classes in which the student has been enrolled.

AND

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

### 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 average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

### Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an 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, TX 78045**

(Physical Address)

hereinafter referred to as "district."

### **Article II – Period of Agreement**

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

### **Article III – Purpose of Agreement**

The district must perform all 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, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

## Article VI – Application Process

- For questions or assistance regarding this application, email [opflex@tea.texas.gov](mailto:opflex@tea.texas.gov) or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: [opflex@tea.texas.gov](mailto:opflex@tea.texas.gov).
- Email subject line should indicate: OFSDP Application - District Name, County District Number

## 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	<u>David H. Gonzalez</u>	_____
Typed Title	<u>Superintendent</u>	_____

Authorized Signature

## 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 campus implementing an approved innovative campus plan; or
  - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
  - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); 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. there is an agreement in writing to the student's participation
  - by the student, if the student is over 18 years of age; or
  - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable 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 faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 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 track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. 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.

**Mr. Ramiro Veliz III 956-508-7597**

\_\_\_\_\_  
Name, Title, and Telephone Number of School Board President

July 20, 2022

\_\_\_\_\_  
Signature of School Board President

\_\_\_\_\_  
Date

**Mr. David H. Gonzalez --956-473-6201**

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

July 20, 2022

\_\_\_\_\_  
Signature of Person Authorized to Bind the District or Charter School

\_\_\_\_\_  
Date

**Appendix Two**  
**Board Approval**

The definition of terms of the application applies to this Appendix Two, Board Approval. 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 include the OFSDP as an item on the agenda concerning the proposed application.
  
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: July

Day: 20

Year: 2022

Time: 6:00 p.m.

Location: Student Activity Complex United ISD 5208 Santa Claudia Ln.

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

Mr. Ramiro Veliz III  
Name, Title, and Telephone Number of School Board President

Signature of School Board President

July 20, 2022

Date

Mr. David H. Gonzalez  
Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

July 20, 2022

Date

## Appendix Three

### Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures 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.

**Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.**

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
7. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Explain the following:
  - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
  - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
  - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
  - d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
  - e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
  - f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

**NOTE: absences and days present do not exist in the OFSDP**

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
  - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
  - b. Describe the individual learning plan or process used to monitor each student's progress.
  - c. Indicate how students will be served by an academic coach and local advocate.
  - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
  - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

**United Independent School District  
Optional Flexible School Day Program  
2022-2023 School Year  
Lyndon B. Johnson High School  
And  
United South High School  
Appendix Three**

1. United ISD's Optional Flexible School Day Program will be located at two of the district's campuses, Lyndon B. Johnson High School and United South High School. Lyndon B. Johnson has had this program for the past five years and United South High School initiated this program in August 2021. This alternative educational setting is for serving students who are in jeopardy of losing credits or who have not experienced success in a traditional high school setting. This setting incorporates using a blended learning model incorporating digital learning (Odyssey Ware), 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 due to attendance issues. 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 meet their needs.

**Expected Start Date:** August 10, 2022

**2. Schedule Offerings:**

Students will be scheduled to one of two main blocks of course offerings as follows but not limited to:

**AM BLOCK**  
8:00 a.m.-12:00 p.m.

**PM BLOCK**  
12:30 p.m.-4:30 p.m.

Students enrolled in the program will attend their block Monday-Friday.

All students in the program will be able to receive breakfast and lunch services. Students who are unable to attend either AM BLOCK or PM BLOCK due to work vital to sustaining their family or due to extenuating circumstances will be allowed to meet the requirements of the schedule between both blocks.

### **3. Staff Positions and Resource Personnel**

One full-time state certified General Education Teacher will be assigned to serve as the teacher of record at each site. The Teacher of record shall have no more than 30 students. This teacher of record shall have 700 contact hours for AM BLOCK and 700 contact hours for PM BLOCK. This teacher will be solely dedicated to this program. School administrators and counselors will dedicate at a minimum 180 contact hours to the program. The support of 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, additional support will be provided upon approval from the Board of Trustees.

Personnel assigned to the program meet state certification standards and/or district certification requirements and are highly qualified in their respective content area.

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

When a counselor in coordination with a school administrator has identified a student as a possible candidate for the program, he/she will contact the respective campus principal and brief him/her on the identifying qualifiers. To confirm student eligibility for PASS the respective 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) student is behind on credits;
- d) student is behind on core subject areas;
- e) student has lost credit due to attendance requirements;
- f) student is employed during the school day due to family hardship or;
- g) student is a parent and needs to provide child care;
- i) The respective campus principal may also recommend students who meet eligibility criteria throughout the school year.

#### **Procedures for Obtaining Student and Parental consent**

Upon determining eligibility of a student, the respective 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. In addition, 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. 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's need.

5. **Estimated Number of OFSDP students to be served by each teacher:** 60 students (United ISD utilizes an accelerated block schedule at the high school level)

6. **Providing Specialized Services:**

Other personnel assigned to the program meet state certification standards and/or district certification requirements and are highly qualified in their respective content area. If students need specialized instruction, the district will purchase teacher planning periods so that the needs of the students could be met with appropriate personnel.

7. **Instructional Minutes**

Student documents (Eligibility, Parent Commitment Agreement, Student Commitment Agreement, a record of the student's courses, etc.) will be kept in a student folder in the office of the Principal/Principal's Designee. These records will be reviewed to track progress/update accordingly.

- a. The classroom teacher will record the student's arrival and departure time in TYLER SIS. At the end of the school day, the teacher will validate that the times are accurate for all students who attended on each particular day. At the end of each six weeks, the attendance staff at each campus will review and validate the entry and departure times.
- b. TYLER SIS has a built-in filter that monitors the minutes per day for each student. A student having less than the required 45 minutes per day, will automatically not be accounted for. TYLER SIS will not allow those students to be accounted.
- c. A student in the OFSDP will be coded with a membership code 7. TYLER SIS will not allow a student to generate funding through the traditional program (ADA codes 1-6) The system only allows one membership code at a time.
- d. A student will be coded with membership code 7 on the first day of entry into the OFSDP. The attendance staff will enter in TYLER SIS the range of dates for a certain membership code. IF the dates of the membership codes overlap one another, TYLER SIS will not accept it and gives an error warning message. TYLER SIS has the capability to track memberships and will not allow overlapping of membership codes. In addition, the office of Admissions will run reports every three weeks to ensure that the campus is following through.
- e. To ensure compliance, each staff members who takes part in the OFSDP will receive proper training on the attendance accounting practices in accordance

with section 2.2.3 and 11.6 of the SAHH and the office of admissions will conduct periodic monitoring of attendance records.

- f. At the end of every six weeks, the student detail report for the OFSDP track will be reviewed the campus attendance clerk and OFSDP staff to ensure all time entries are correct and that there are no anomalies and the audit report will be certified the campus principal.
8. District summer programs are only offered at half day intervals. District staff will ensure that students are only enrolled for half day programs.
9. NON-Applicable

**Additional information:**

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 the Program Director. Records of student attendance are contained in a student folder kept in the campus principal's office. 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).

Student assessments and records will be evaluated every 3, 6, and 9-week period while in the program.

Upon enrolling the student into the PASS Program, the student will be given login/password information by the teacher of record. Odyssey Ware is the software program that will be utilized. Odyssey Ware tracks the number of minutes spent on the various modules. In addition, the teacher of record will keep attendance on a daily basis which will be submitted in the District's student attendance system (Tyler).

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

**Progress Monitoring**

The district will review the following data to determine student progress and program success:

- a) Number of graduates
- b) Student attendance
- c) Number of credits earned by student participants

**Appendix Four**  
**Contact(s) Sheet**

The definition of terms of the application applies to this Appendix Four, Contact(s) 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. All information requested must be included with this form.

**District Contact(s) for the Application**

District/Charter School Superintendent:	David H. Gonzalez
Mailing Address:	201 Lindenwood Dr.
City, State, Zip Code:	201 Lindenwood Dr. Laredo, TX 78045
Telephone Number:	956-473-6201
Email Address:	dhgonzalez@uisd.net

District PEIMS Coordinator:	Fidencio Benavides
Email Address:	fbenavides@uisd.net

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

OFSDP Contact Name:	Thelma Martinez
Email Address:	tmartin@uisd.net

***NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.***

**Appendix Five**  
**Participating Campuses, Student Eligibility, and Period of Agreement**

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. 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 Five. All information requested must be included with this template and submitted in a separate Excel file.**

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to [OPFLEX@tea.texas.gov](mailto:OPFLEX@tea.texas.gov):

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

**\*All file names should include the district/charter school's name**

# Optional Flexible School Day Program (OFSDP) - Appendix 5

240903

UNITED ISD

School Year 2022-2023

Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4	Eligibility Designation							School Year Period of Agreement				Summer Period of Agreement				
	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMWTHFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMWTHFS	Minutes Offered Per Day
240903002 UNITED SOUTH H S	1	2						60	8/10/22	5/25/23	MTWTFH	240				
240903009 LYNDON B JOHNSON	1	2						60	8/10/22	5/25/23	MTWTFH	240				
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Reported in TSDS PEIMS Summer Collection 3  
 Program start date must be 30 days after application submission.  
 Program end date must not exceed the last day of the regular school calendar.

Reported in TSDS PEIMS Extended Collection 4  
**\*\* Credit Recovery - Designation 5**  
 Summer period of agreement should not exceed 30 days or extend past July 31st.