



**BOARD BUSINESS MEETING**

**Monday, August 16, 2021**  
**5:30 PM**  
**Board Room**  
**514 W. Quincy Street**  
**San Antonio, TX 78212**

**AGENDA**

**1. Call to Order**

**A. Meeting Called to Order**

**1. Roll Call of Board Members Present and Declaration of Quorum**

Present \_\_\_\_\_ Absent \_\_\_\_\_

- a. Mrs. Christina Martinez
- b. Mrs. Alicia Sebastian-Perry
- c. Mr. Arthur Valdez
- d. Mr. Ed Garza
- e. Mrs. Leticia Ozuna
- f. Mrs. Patti Radle
- g. Mrs. Sarah Sorensen

**2. Recording of Superintendent Present**

- a. Mr. Pedro Martinez

**3. Pledge of Allegiance to the U. S. Flag**

**4. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."**

**B. Citizens' Presentations - 60-minute total time limit for this item**

**2. Governance**

- A. Update on SAISD's Response to the Ongoing COVID-19 Crisis and Associated Expenditures** 6
- B. Acceptance of Bexar Appraisal District's Certified Appraisal Roll for Tax Year 2021** 7
- C. Acceptance of the No-New-Revenue Tax Rate and Voter-Approval Tax Rate for Tax Year 2021** 9

**BOARD OF TRUSTEES**



Christina Martinez, President  
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary  
Ed Garza, Trustee

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Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Pedro Martinez, Superintendent



|  |     |
|--|-----|
| D. Approval of Ordinance and Order Adopting Tax Rate for School Year-2021-2022   | 11  |
| E. Approval of SAISD Internal Audit Department's 2021-2022 Audit Plan  | 14  |
| F. Confirmation of SAISD Audit Activity's Independence   | 31  |
| G. Periodic Self-Assessment of Internal Audit Department   | 33  |
| H. Approval of the 2021-2022 SAISD Student Code of Conduct   | 36  |
| I. Presentation of 2020-2021 Stakeholder Survey Data   | 106 |
| J. SAISD Foundation Update   | 107 |
| K. Approval of Appointment of Members to the Bond 2020 Citizens Advisory Committee   | 108 |
| L. Approval of Appointments of Board Committee Chairs and Members to the Audit Subcommittee and the Student Advisory Committee by the Board President  | 109 |
| M. Approval of the Selection of Two SAISD Board Members to Serve in the 2021 Texas Association of School Boards (TASB)   | 111 |
| <b>3. Consent Agenda</b>   |     |
| A. Approval of the Agreements of Cooperation with the University of Texas at San Antonio (UTSA) and with St. Mary's University (StMU) for Expansion of Dual Credit Faculty with the College and Career Ready School Models Grant | 114 |
| B. Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and the San Antonio Education Partnership  | 131 |
| C. Approval of the Memorandum of Understanding (MOU) Between SAISD Edison High School P-TECH School of Business and Hausman VAM Enterprises, LLC DBA Las Palapas-Hausman   | 139 |
| D. Approval of the Memorandum of Understanding (MOU) Between SAISD Edison High School P-Tech School of Business and Ernst & Young U.S. LLP   | 147 |
| E. Approval of the Memorandum of Understanding (MOU) Between SAISD Edison High School P-TECH School of Business and Frost Bank   | 155 |
| F. Approval of the Memorandum of Understanding (MOU) Between SAISD and South Coastal Area Health Education Center University of Texas Health Science Center  | 163 |
| G. Approval of the Memorandum of Understanding (MOU) Between SAISD and The School of Family and Consumer Sciences at Texas State University  | 167 |
| H. Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and Bexar County Juvenile Board for the Bexar County Juvenile Alternative Education Program  | 170 |

## BOARD OF TRUSTEES

Christina Martinez, President  
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary  
Ed Garza, Trustee

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Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Pedro Martinez, Superintendent



|   |     |
|---|-----|
| I. Approval of the Memorandum of Agreement Between SAISD and Texas State University   | 191 |
| J. Approval of the Memorandum of Agreement Between SAISD and Our Lady of The Lake University  | 196 |
| K. Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Sports (SAS)   | 203 |
| L. Approval of the Memorandum of Understanding (MOU) Between SAISD and Ghisallo Cycling Initiative (GCI)  | 217 |
| M. Approval of the Memorandum of Understanding (MOU) Between SAISD and Culinary Health Education for Families (CHEF)  | 226 |
| N. Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Youth Literacy (SAYL)   | 251 |
| O. Approval of the Purchase of Pearson CoursewarePLUS   | 260 |
| P. Approval of Commitment Forms for the Education Service Center Region 20 Services for 2021-2022   | 262 |
| Q. Approval of the Renewal of the Facility Use Agreement between SAISD and the National American Red Cross (Red Cross)  | 264 |
| R. Approval for Classroom Furniture at Bonham Academy   | 271 |
| S. Approval for Installation of a Solar Mural at Washington Elementary School   | 274 |
| T. Approval of General Contractor for the Installation of Acoustical Panels to all Classrooms at Tafolla Middle School  | 277 |
| U. Approval for Installation of Two Portable Classroom Buildings at Young Women's Leadership Academy (YWLA)   | 280 |
| V. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards  | 284 |
| W. Approval of Minutes for the following meetings:  |     |
| 1. May 4, 2021 Special Board Meeting  | 325 |
| 2. May 10, 2021 Board Business Meeting A/Official Canvass of May Elections  | 327 |
| 3. May 17, 2021 Board Business Meeting B  | 332 |
| 4. May 27, 2021 Special Board Meeting   | 335 |
| 5. June 21, 2021 Public Hearing   | 337 |
| 6. June 21, 2021 Board Business Meeting   | 339 |
| 7. July 19, 2021 Board Business Meeting   | 343 |
| <b>4. Closed Session</b>  |     |
| A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074)          |     |
| 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072) |     |

## BOARD OF TRUSTEES

Christina Martinez, President  
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary  
Ed Garza, Trustee

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Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Pedro Martinez, Superintendent



2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification and dismissal of an employee. (TGC 551.071 and TGC 551.074)
3. Consultation with Superintendent and discussion regarding the Superintendent’s recommendation of the candidate to be hired for the position of Chief of Staff. (TGC 551.074)
4. Consultation with Superintendent and discussion regarding the Superintendent’s recommendation of the candidate to be hired for the position of Executive Director of Early Childhood. (TGC 551.074)
5. Consultation with Superintendent and discussion regarding the Superintendent’s recommendation of the candidate to be hired for the position of Chief Information Technology & Accountability Officer. (TGC 551.074)
6. Consultation with Superintendent and discussion regarding the Superintendent’s recommendation of the candidate to be hired for the position of Chief Operations & Building Security Officer. (TGC 551.074)
7. Consultation with legal counsel on the status of San Antonio Independent School District v. Lexington Insurance Company, McLarens, Inc., William J. Adams & Frost Insurance Agency, Inc.; Cause No. 2017-CI-15803 in the 150th Judicial District Court of Bexar County, Texas. (TGC 551.071)
8. Consultation with legal counsel regarding legal issues related to COVID 19 and to receive recommendations related to the issues presented. (TGC 551.071)

B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.

**5. Adjournment**

A. Adjournment

**NOTICE:**

1. The Board may go into executive session at any time during the meeting for personnel, real estate, security, school children, negotiated contracts for prospective gifts or donations, consultation and/or legal issues, or as otherwise permitted under the Open Meetings Act, as set out in Subchapter 551 of Title 5 of the Texas Government Code.
2. Recess: The Board of Trustees may recess the meeting at any time and reconvene the meeting within 24 hours. The reconvened meeting will occur at the same location as the original meeting and will address the original agenda without the need for reposting.

**BOARD OF TRUSTEES**

Christina Martinez, President  
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Arthur V. Valdez, Secretary  
Ed Garza, Trustee

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Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Pedro Martinez, Superintendent



**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
BOARD & SUPERINTENDENT SERVICES

Posted Friday, August 13, 2021 at 5:30 p.m. tm

514 W. Quincy St.  
San Antonio, TX 78212  
www.saisd.net  
210.554.2200

Any individual in need of services for the visually-impaired, the hearing-impaired, and/or non-English speakers should call the Board Services Office at 554-2289 by 12:00 p.m. on the date of the meeting.

**BOARD OF TRUSTEES**



Christina Martinez, President  
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary  
Ed Garza, Trustee

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Leticia Ozuna, Trustee  
Patti Radle, Trustee

Sarah Sorensen, Trustee  
Pedro Martinez, Superintendent

It is the policy of San Antonio ISD not to discriminate on the basis of race, color, religion, national origin, age, sex, gender identity, gender expression, sexual orientation or disability in its vocational programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended, and SAISD's board policies DIA, FFH, and FFI.

**SAISD BOARD AGENDA SUMMARY FORM**

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**AGENDA TITLE:** Update on SAISD’s Response to the Ongoing COVID-19 Crisis and Associated Expenditures

**PURPOSE:**             PRESENTATION/DISCUSSION  
                               DISCUSSION/ACTION

**REQUESTED BY:** Pedro Martinez, Superintendent

**PRESENTER:** Pedro Martinez

**MEETING DATE:** August 16, 2021

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board will receive an update on SAISD’s Response to the Ongoing COVID-19 Crisis and associated expenditures, if applicable.

On March 17, 2020, SAISD Trustees approved a resolution giving the Superintendent authority to take reasonable action to address the needs of students and employees during the COVID-19 crisis. Several District administrators will provide updates and highlights of the District’s efforts.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2021-2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**SAISD BOARD AGENDA  
SUMMARY FORM**

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**AGENDA TITLE:** Acceptance of Bexar Appraisal District's Certified Appraisal Roll for Tax Year 2021

**PURPOSE:**             PRESENTATION/DISCUSSION  
                              DISCUSSION/ACTION

**REQUESTED BY:** Larry A. Garza, Associate Superintendent, Financial Services and Business Operations

**PRESENTER:**         Larry A. Garza

**MEETING DATE:** August 16, 2021

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

Section 26.04 of the Texas Property Tax Code requires that once a local appraisal tax roll is certified by the local County Appraisal District, that the roll must then be submitted to the Board of Trustees for official acceptance.

The Chief Appraiser of the Bexar Appraisal District has certified and submitted the appraisal roll as approved by the Appraisal Review Board for calendar year beginning January 1, 2021 and ending December 31, 2021 and has delivered to Albert Uresti, Tax Assessor-Collector for the San Antonio Independent School District, a statement of the total amount of appraised, assessed, and taxable value of property as of January 1, 2021. Also included is the value for properties under protest at the time of submission for the assessment rolls lying within the San Antonio Independent School District.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Approval to accept the certified appraisal roll for tax year 2021 for the San Antonio Independent School District is recommended.

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2021-2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
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- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**ACCEPTANCE OF THE CERTIFIED APPRAISAL ROLL  
FOR TAX YEAR 2021  
San Antonio Independent School District  
Bexar County, Texas**

The Chief Appraiser of the Bexar County Appraisal District has certified and submitted the appraisal roll as approved by the Appraisal Review Board, for calendar year beginning January 1, 2021 and ending December 31, 2021, and has delivered to Albert Uresti, Tax Assessor Collector for the San Antonio Independent School District, a statement of the total amount of appraised, assessed, and taxable value of property as of January 1, 2021. Also included is the value for properties under protest at the time of submission for the assessment rolls lying within the San Antonio Independent School District.

**\* Certified Appraisal Roll:**

|       |                                 |                       |
|-------|---------------------------------|-----------------------|
| Plus: | Market Value of Real Property   | 26,637,515,790        |
| Less: | Agricultural Exclusion          | (12,800,851)          |
| Plus: | Gross Taxable Personal Property | 2,531,809,259         |
| Less: | Value Cap on Homesteads         | (1,023,104,715)       |
|       | <b>Assessed Value</b>           | <b>28,133,419,483</b> |

|       |                                |                 |
|-------|--------------------------------|-----------------|
| Less: | Homestead Exemptions           | (1,329,501,932) |
|       | Over 65 Exemptions             | (230,995,974)   |
|       | Disabled Veterans              | (175,292,408)   |
|       | Disabled Residential Homestead | (20,166,327)    |
|       | Freeport Exemption             | (153,735,165)   |
|       | Absolute Exemptions            | (3,934,794,008) |
|       | Other                          | (103,913,066)   |
|       |                                | (5,948,398,880) |

**Net Certified Taxable Value** **22,185,020,603**

**Chief Appraiser Estimate of Uncertified Roll:**

|       |   |                      |
|-------|---|----------------------|
| Plus: | Protested Accounts ( Real Property)     | 1,520,416,640        |
| Less: | Estimated Agricultural Exclusion        | (289,760)            |
| Plus: | Protested Accounts ( Personal Property) | 56,308,726           |
| Less: | Value Cap on Homesteads                 | (50,787,174)         |
|       | <b>Uncertified Assessed Value</b>       | <b>1,525,648,432</b> |

|       |                                |              |
|-------|--------------------------------|--------------|
| Less: | Homestead Exemptions           | (59,967,452) |
|       | Over 65 Exemptions             | (37,526)     |
|       | Disabled Veterans              | (4,206,091)  |
|       | Disabled Residential Homestead | (700,000)    |
|       | Freeport Exemption             | (53,140)     |
|       | Absolute Exemptions            | (617,140)    |
|       | Other                          | (6,375,277)  |
|       |                                | (71,956,626) |

**Net Uncertified Taxable Value** **1,453,691,806**

**Net Taxable Appraisal Roll Before Tax Freeze** **23,638,712,409**

Less: Taxable Value of Over 65 & Disabled Persons with Frozen Taxes **(2,365,424,437)**

**2021 Total Taxable Value After Tax Freeze** **21,273,287,972**

\* Includes \$446,657,107 of New Improvements.

**SAISD BOARD AGENDA  
SUMMARY FORM**

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**AGENDA TITLE:** Acceptance of the No-New-Revenue Tax Rate and Voter-Approval Tax Rate for Tax Year 2021

**PURPOSE:**         PRESENTATION/DISCUSSION  
                       DISCUSSION/ACTION

**REQUESTED BY:** Larry A. Garza, Associate Superintendent, Financial Services and Business Operations

**PRESENTER:**        Larry A. Garza

**MEETING DATE:** August 16, 2021

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

Albert Uresti, Tax Assessor-Collector for the San Antonio Independent School District, has calculated the no-new-revenue tax rate and the voter-approval tax rate for the District for tax year 202. It is presented in the attached exhibit. Section 26.04 of the Property Tax Code requires that the no-new-revenue tax rate and the voter-approval tax rate be submitted to the Board of Trustees.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Approval to accept the no-new-revenue tax rate and voter-approval tax rate for tax year 2021 for the San Antonio Independent School District is recommended.

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2021-2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
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**2021 Property Tax Rates  
in San Antonio Independent School District**

The following presents information about three tax rates. Last year's tax rate is the actual rate the school district used to determine property taxes last year. This year's no-new-revenue tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's Voter-approval tax rate is the highest tax rate the school district can set before it must hold a tax ratification election. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustment as required by state law. The rates are given per \$100 of property value.

**Last year's tax rate:**

|  |                  |
|--|------------------|
| Last year's maintenance and operation tax rate | \$1.021050/\$100 |
| Last year's debt rate                          | \$0.481250/\$100 |
| Last year's total tax rate                     | \$1.502300/\$100 |

**This year's no-new-revenue tax rate:** \$1.507507/\$100

**This year's voter-approval tax rate:**

|   |                  |
|---|------------------|
| This year's voter-approval maintenance and operation tax rate | \$1.010350/\$100 |
| This year's debt rate   | \$0.481250/\$100 |
| This year's voter-approval tax rate                           | \$1.491600/\$100 |

**SAISD BOARD AGENDA  
SUMMARY FORM**

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**AGENDA TITLE:** **Approval of Ordinance and Order Adopting Tax Rate for School Year 2021-2022**

**PURPOSE:**         **PRESENTATION/DISCUSSION**  
                          **DISCUSSION/ACTION**

**REQUESTED BY:** Larry A. Garza, Associate Superintendent, Financial Services and Business Operations

**PRESENTER:**        Larry A. Garza

**MEETING DATE:**    August 16, 2021

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**I.        DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

Each year after a certified appraisal roll has been submitted to a school district and after the new school year's budget is adopted, the Board of Trustees must adopt a tax rate.

**II.        RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolve that the Board adopt the tax rate of \$1.49160 per hundred-dollar valuation. The total tax rate consists of a rate of \$1.01035 for maintenance and operations and a rate of \$0.48125 for debt.

In accordance with the language in Section 26.05(b) of the Property Tax Code, the following is the motion to adopt the tax rate:

*“I move that the property tax rate be set at **\$1.49160** per hundred-dollars of valuation, comprised of a rate of **\$1.01035** for maintenance and operations, and **\$0.48125** for interest and sinking.”*

**III.        BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV.        2021-2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
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**ORDINANCE AND ORDER LEVYING AN AD VALOREM TAX  
FOR SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
IN BEXAR COUNTY, TEXAS  
FOR THE FISCAL AND SCHOLASTIC YEAR 2020-2021**

**WHEREAS**, The Chief Appraiser for the Bexar Appraisal District, Bexar County, Texas has completed the appraisal roll of the San Antonio Independent School District for the calendar year beginning January 1, 2021, and ending December 31, 2021, known as calendar year 2021, and has delivered to San Antonio Board of Education, Trustees for the San Antonio Independent School District, a statement of the total amount of the assessed valuation of property lying within the San Antonio Independent School District and subject to taxes in the San Antonio Independent School District; and

**WHEREAS**, San Antonio Board of Education, Trustees for San Antonio Independent School District, has determined that a tax levy at the rate of \$1.01035 on each One Hundred Dollars (\$100) valuation of all taxable property and values within San Antonio Independent School District on January 1, 2021, is and will be necessary for the maintenance and operation of the public free schools of said District for the current calendar year beginning January 1, 2021, and ending December 31, 2021, and applicable to the scholastic year beginning July 1, 2021, and ending June 30, 2022, and that a tax of \$0.48125 on each One Hundred Dollars (\$100) valuation of all taxable property and values within San Antonio Independent School District on January 1, 2021, is and will be necessary for payment of the principal and interest on all bonds of San Antonio Independent School District heretofore issued and outstanding and to provide for a sinking fund for the payment of such bonds at maturity.

*This tax rate will raise more taxes for maintenance and operations than last year's tax rate.*

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the San Antonio Board of Education, Trustees for the San Antonio Independent School District, that a tax rate of \$1.01035 on each One Hundred Dollars (\$100) taxable valuation be, and it is hereby levied, against all taxable property and values within the San Antonio Independent School District on January 1, 2021, and against the owners thereof, for the maintenance and operation, and \$0.48125 for the debt service of the public free schools of San Antonio Independent School District for the current year beginning January 1, 2021, and ending December 31, 2021, and applicable to the scholastic year beginning July 1, 2021, and ending June 30, 2022.

**BE IT FURTHER RESOLVED AND ORDERED** by San Antonio Board of Education, Trustees for the San Antonio Independent School District, that the taxes herein levied shall be assessed and collected as provided by law and shall be and remain a lien upon all property and values in said District subject hereto, and that said levy shall be certified in writing, by the Bexar Appraisal District Certificate of Submission of Appraisal Roll as certified by the Appraisal Review Board.

**NOW, THEREFORE, BE IT ORDERED** by the San Antonio Board of Education,

Trustees for the San Antonio Independent School District, at a properly convened meeting and pursuant to action of not less than a majority of trustees present and voting in favor of this Ordinance and Order, the San Antonio Independent School District will be using a tax rate of \$1.49160 on each One Hundred Dollars of valuation for the calendar and scholastic years herein stated. The tax rate of \$1.49160 is composed of \$1.01035 for lawful maintenance and operation expenditures of the District and \$0.48125 for payment of debt service on bonds authorized by the voters of the District.

Executed this 16th day of August, 2021.

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President, San Antonio Board of Education  
San Antonio Independent School District

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Secretary, San Antonio Board of Education  
San Antonio Independent School District

**The State of Texas**  
**County of Bexar**

I, Christina Martinez, President of San Antonio Board of Education, for the San Antonio Independent School District, do hereby certify that the above and foregoing consists of a true and correct copy of an ordinance and order of said Board levying an ad valorem tax for said District for the calendar year beginning January 1, 2021, and ending December 31, 2021, and scholastic year beginning July 1, 2021, and ending June 30, 2022, as such order and resolution was adopted and enacted at a regular meeting of the board held on August 16, 2021, at which a quorum of said Board was present and participated.

To certify which witness my hand and seal of the District at San Antonio, Texas, this 16th day of August 2021.

---

\_\_\_\_\_, President  
San Antonio Board of Education,  
San Antonio Independent School District

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of SAISD Internal Audit Department's 2021-2022 Audit Plan

**PURPOSE:**         PRESENTATION/DISCUSSION  
                          DISCUSSION/ACTION

**REQUESTED BY:** Lourdes Martinez, Chief Internal Auditor, Internal Audit Department

**PRESENTER:**        Lourdes Martinez

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the SAISD Internal Audit Department's 2021-2022 Audit Plan. The Audit Plan establishes the framework for the activities and engagements to be performed during the fiscal year. It was developed using the annual risk assessment, available resources and input from District leadership and the Board of Trustees. The Audit Plan is established to determine the priorities of the Internal Audit activity, consistent with the District's goals and the Internal Audit Department's Charter.

In accordance with the Institute of Internal Auditors (IIA) International Professional Practices Framework, Standard 2010, the Chief Internal Auditor will review and adjust the plan, as necessary, in response to changes in the District's business, risks, operations, programs, systems and controls. Any significant changes required to be made to the plan will be presented to the Board for approval. In addition, the Board will receive periodic reports on the department's activities and related matters on an ongoing basis.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board of Trustees approve the SAISD Internal Audit Department's 2021-2022 Audit Plan as presented.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
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- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.



# Audit Plan

ASSURANCE • INSIGHT • OBJECTIVITY

Fiscal Year 2021-2022

July 01, 2021

## Overview

|   |   |
|---|---|
| Internal Audit's Purpose and Mission..... | 1 |
| Audit Plan Overview.....                  | 1 |
| Approval.....                             | 1 |

## 2021-2022 Audit Plan

|   |   |
|---|---|
| Audit Plan Methodology.....   | 3 |
| Allocation of Resources.....  | 3 |
| Audit Plan Engagements and Activities.....                                      | 4 |
| Planned Engagements: Assurance, Consulting, and Prior Year Audit Follow-up..... | 5 |
| Other Activities Recommended or Required by IIA Standards.....                  | 6 |

## Risk Assessment

|   |    |
|---|----|
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## Abbreviation List

|           |  |
|-----------|--|
| PYF       | Prior Year Audit Follow-up   |
| SAISD     | San Antonio Independent School District                                    |
| IA        | Internal Audit   |
| IIA       | Institute of Internal Auditors   |
| Standards | International Standards for the Professional Practice of Internal Auditing |

## Purpose and Mission

The purpose of the San Antonio Independent School District's Internal Audit Department is to provide independent and objective assurance and consulting services designed to add value and improve the District's operations. Our mission is to enhance and protect organizational value by providing risk-based and objective assurance, advise, and insight.

## Audit Plan Overview

The Chief Internal Auditor establishes a risk-based Audit Plan to determine the priorities of the San Antonio Independent School District's (SAISD) Internal Audit Department. The objective of the Audit Plan is to evaluate and contribute to the improvement of the District's governance, risk management, and control processes using a systematic, disciplined, and risk-based approach. The 2021-2022 Audit Plan covers the period of July 1, 2021 to June 30, 2022.

## Audit Plan Approval

In accordance with Board Policy CFC(Local), the Audit Plan is submitted annually to the SAISD's Board of Trustees for approval. The Chief Internal Auditor reviews and adjusts the plan throughout the fiscal year, as necessary, in response to changes in the District's business, risks, operations, programs, systems, and controls. Significant changes required of the plan are presented to the Board for approval. The Chief Internal Auditor at a minimum provides quarterly reports to the Board on the Audit Plan and performance relative to the plan.

### Submitted by:

\_\_\_\_\_  
Lourdes G. Martinez  
Chief Internal Auditor  
San Antonio Independent School District

\_\_\_\_\_  
Date

### Approved by the Board of Trustees on August 16, 2021:

\_\_\_\_\_  
Christina Martinez  
President Board of Trustees

\_\_\_\_\_  
Date

# Audit Plan Methodology

Because we are confronted with unlimited potential projects with limited resources, we establish a risk-based Audit Plan, that is consistent with the District's goals, to determine the priorities of the Internal Audit Department. The Audit Plan is intended to ensure Internal Audit examines areas with the greatest exposure to the key risks that could affect the District's ability to accomplish its goals, strategic priorities, and objectives. In accordance with the IIA's Standard 2010 Planning, the Audit Plan is:

1. Consistent with SAISD's Board goals and strategic priorities,
2. Based on a documented risk assessment, and
3. Flexible to ensure Internal Audit can be responsive to unforeseen issues and changes in the District's risks, operations, programs, systems, and controls.

A risk assessment serves as a tool used by Internal Audit to help identify and prioritize the key areas of high risk, so that focus is placed on the auditable activities of greatest significance. We have completed the annual risk assessment leading to the development of the Audit Plan for fiscal year 2021-2022. The methodology and results of the risk assessment are included in the Risk Assessment section and Attachment A.

In developing the Audit Plan, the Chief Internal Auditor obtained input from District leadership, including the Superintendent, and the Board of Trustees regarding areas of concern/high risk and potential Audit Plan projects.

# Allocation of Resources

The 2021-2022 Audit Plan budgeted hours equal 14,720 hours which were determined based on eight (8) full-time equivalent audit professionals including the Chief Internal Auditor and Internal Audit Manager. The FTE count and budgeted hours also includes two (2) Construction Bond Auditors whose salaries and benefits are paid from bond proceeds and not included in the department's salary budget. The calculation of available and chargeable audit hours is summarized in Tables 1 and 2 below.

**Table 1: Available Hours Calculation**

|                                       |        |
|---------------------------------------|--------|
| A. Contract days in FY 2021-2022      | 230    |
| B. Number of hours per day            | 8      |
| C. Auditor Full-time Equivalent (FTE) | 8      |
| D. Available Hours (A x B x C)        | 14,720 |

**Table 2: Audit Plan Chargeable Hours**

| Category   | Hours        | Percentage   |
|--|--------------|--------------|
| Available hours                                      | 14,720       | 100%         |
| <b>Less:</b>   |              |              |
| Leave hours  | 1,408        | 9.6%         |
| Professional development                             | 480          | 3.3%         |
| Administrative duties                                | 3,252        | 22.1%        |
| <b>Equals: Audit Plan Chargeable Hours Available</b> | <b>9,580</b> | <b>65.1%</b> |

Approximately 88% of the department's budget is devoted to salaries and benefits. The discretionary portion, which is the remaining 12%, is carefully managed to ensure staff development and other audit resources are geared toward activities identified as priorities on the Audit Plan.

## Audit Plan Engagements and Activities

Audit Plan engagements encompass, but are not limited to, the objective examinations of evidence for the purpose of providing independent assessments to the Board, management and appropriate 3rd parties on the adequacy and effectiveness of governance, risk management, and control processes for the District. Internal Audit conducts assurance (audit), prior year follow-ups, and consulting (non-audit) engagements.

1. Assurance Engagements: Objective examinations of evidence for the purpose of providing independent assessments on governance, risk management, and control processes for the organization. Examples include financial, compliance, performance, and information technology audits.
2. Consulting Engagements: Advisory and related client service activities, the nature and scope of which are agreed with district management and the Board of Trustees, are intended to add value and improve the District's governance, risk management, and control processes without the internal auditors assuming management responsibility.
3. Follow-up Engagements: Follow-up engagements, also referred to as a Prior Year Audit Follow-up (PYF), are conducted to determine the adequacy and timelines of actions taken by management on reported engagement findings and recommendations. This work determines if management has acted or assumed the risk of not taking corrective action on reported findings.

The Audit Plan also includes hours dedicated to carry-forward projects, activities required or recommended as best practices by the IIA Standards, and management duties. Carry forward projects from fiscal year 2021 are identified with a red asterisk (\*).

The Audit Plan engagements and activities, with broad objectives and selection criteria (risk rating), are included in this section. The specific objective(s) of each engagement will be determined when we conduct the engagement-level risk assessment.

The Audit Plan engagements and activities are listed below within the following sections:

- Assurance Engagements
- Consulting Engagements
- Follow-up Engagements (PYF)
- Activities Recommended or Required by the Standards

## Planned Engagements

|                   | <b>Assurance</b>                              | <b>Broad Engagement Objective</b>   | <b>Risk Rating (Likelihood/Impact)</b> | <b>Hours</b> |
|-------------------|---|---|--|--------------|
| 1                 | Frontline ERP System Implementation Audit *   | Determine if the project management, system development & design process, control framework and conversion to the Frontline ERP system were implemented and appropriate.  | <b>High/High</b>                       | 1,840        |
| 2                 | ESSER Federal Recovery Funding Audit          | Determine if the federal recovery funding received by the District was appropriate, accurate and the anticipated outcomes were realized. This will be a multi-year audit.   | <b>High/High</b>                       | 962          |
| 3                 | 2016 & 2020 Construction Bond Program Audits* | Determine if the District is adequately and properly managing significant contract components of the 2016 & 2020 bond program related audits. Areas of review may include: <ul style="list-style-type: none"> <li>- overall project management</li> <li>- bidding process for sub-contractors</li> <li>- pay applications/invoices</li> <li>- SWMBE monitoring</li> <li>- wage &amp; hour compliance</li> </ul> | <b>High/High</b>                       | 2,412        |
| 4                 | Campus Student Activity Fund Audits           | Review student activity funds at approximately 20 campuses to determine compliance with District policies & procedures.   | <b>High/High</b>                       | 2,000        |
| <b>Consulting</b> |   |   |  |              |
| 5                 | SAF Function and Automation Activity          | Contribute to the improvement of the efficient management and automation of the District's SAF function.  |  | 600          |

| Prior Year Follow-up (PYF) |  | Broad Engagement Objective  | Risk Rating (Likelihood/Impact) | Hours |
|----------------------------|--|---|---------------------------------|-------|
| 6                          | Purchasing Cards Audit                               | Determine whether recommendations made as a result of the Purchasing Card audit were implemented effectively and timely.                                | Medium/Medium                   | 200   |
| 7                          | Facilities Work Order Process Audit                  | Determine whether recommendations made as a result of the Facilities Work Order audit were implemented effectively and timely.                          | Medium/Medium                   | 200   |
| 8                          | Risk Management Program – Worker’s Comp Claims Audit | Determine whether recommendations made as a result of the Risk Management Program – Worker’s Comp Claims audit were implemented effectively and timely. | Medium/Medium                   | 200   |

Planned Engagement Hours

8,414

## Other Activities Recommended or Required by IIA Standards

| Activities   | Activity Objective   | Hours |
|--|--|-------|
| 9<br>Quality Self-Assessment                       | The IIA’s Standards require the Chief Internal Auditor, “...must develop and maintain a quality assurance and improvement program that covers all aspects of the internal audit activity” (Standard1300). The self-assessment will evaluate conformance with the Internal Audit Charter and the mandatory elements of the International Professional Practices Framework; the quality and supervision of audit work being done; Internal Audit’s policies and procedures; and how Internal Audit adds value to the District.   | 114   |
| 10<br>Risk Assessment                              | A Risk Assessment is a process for identifying, measuring, and prioritizing risks based on their likelihood of occurrence and the magnitude of impact. The Risk Assessment serves as the primary tool used by Internal Audit to develop the annual Audit Plan since it helps identify and prioritize the areas of high risk.   | 114   |
| 11<br>Fraud Hotline Forms Monitoring and Follow-up | In accordance with professional standards and related practice guides, Internal Audit should maintain an active role as it relates to both promoting and assessing ethics throughout the District. This role may include hosting the District’s Fraud Hotline and conducting fraud investigations (refer to Contingency Hours).<br><br>Hours are set aside for monitoring incident reports received through the Fraud Hotline. Monitoring includes reviewing, distributing, and tracking the status of concerns reported through the hotline and forwarded to data/process owners for follow up.<br><br>The Internal Audit Status Report provided to the Finance & Audit Committee and the Board inform to the number of incidents reported and any reviews/audits and findings resulting from Hotline concerns. | 132   |

|                            | Activities                       | Activity Objective   | Hours |
|----------------------------|----------------------------------|--|-------|
| 12                         | Contingency and Consulting Hours | <p>Audit plans are developed based on priorities and time estimates. Contingency hours are reserved to ensure the risk-based plan is flexible and responsive to change from unforeseen issues and events during the year.</p> <p>The hours are reserved for unplanned projects, as needed, to include:</p> <ol style="list-style-type: none"> <li>Consulting services that may include participating in various team meetings, work groups, or committees within the District to serve in an advisory capacity, to provide management with technical assistance in a variety of areas, and to serve as an available resource on risk-related issues.</li> <li>Follow up on allegations of fraud or significant non-compliance, and</li> <li>Follow up on concerns of high risk or internal control deficiencies.</li> <li>Coordinating requests for information/documentation from external auditors or law enforcement agencies.</li> </ol>   | 220   |
| 13                         | Management Duties                | <p>Strategic activities: Developing the annual audit plan, identifying department needs, reviewing staff competencies, and planning for staff development.</p> <p>Operational activities: Designing structures and processes aimed at achieving Internal Audit activity objectives and overall goals of efficiency and effectiveness. This includes hours allocated to:</p> <ul style="list-style-type: none"> <li>Reporting to the Board of Trustees and Finance &amp; Audit Committee,</li> <li>Attending regular and special Board meetings,</li> <li>Assigning auditors to specific projects and allocating/tracking time for Audit Plan activities,</li> <li>Developing and maintaining written departmental policies &amp; procedures</li> <li>Attending District training</li> <li>Interviewing and hiring new staff members,</li> <li>Performing Staff appraisals,</li> <li>Ensuring Internal Audit staff follow policies and procedures,</li> <li>Monitoring the department's budget,</li> <li>Approving payroll and purchase orders</li> </ul> | 586   |
| 14                         | Professional Development         | <p>Standard 1230 states, "Internal auditors must enhance their knowledge, skills, and other competencies through continuing professional development." Staff will participate in various instructor-led or on-line courses in subjects directly related to auditing, the Institute of Internal Auditors (IIA) International Professional Practices Framework (IPPF), or specific/unique local education agency requirements in order to enhance auditors' knowledge, skills and other competencies, and meet continuing professional education requirements.</p> <p>We have set aside hours for staff to participate in professional organizations, including the local chapters of the IIA, ACFE, TASBO and TSCPA in an effort to stay up to date with changes in the internal audit profession and best practices in auditing, accounting, fraud, school-district operations, and information security management issues.</p>  |       |
| Chargeable Hours Available |                                  |  | 9,580 |

## Risk Assessment Overview

As per the IIA's Standards Glossary, risk is defined as "the possibility of an event occurring that will have an impact on the achievement of objectives". Risk is measured in terms of impact and probability. A risk assessment is recognized as the preferred process for identifying, measuring, and prioritizing risks based on their likelihood of occurrence and the magnitude of impact.

A risk assessment is a tool used by Internal Audit to develop the annual Audit Plan. It identifies and helps prioritize potential areas of high risk so that focus is given to the auditable activities of greatest significance. As required by the IIA Standards, input from District Leadership and the Board of Trustees is considered in this process.

## Audit Universe

The "audit universe," which includes identified auditable units in the District is based on a review of the District's organizational charts, strategic plan, annual budget, emerging risks/trends and Internal Audit staffs' understanding of the risks impacting school districts. Auditable units are also identified from input received from the District's leadership and Board of Trustees through the risk assessment process. Auditable units are those that:

1. Contribute to the District's goals,
2. Are sufficiently large to impact the District, and
3. Are sufficiently important to justify the cost of a control.

## Methodology

The level of risk varies from department to department, program to program, and unit to unit. The risk for an organization can be broken down into four elements:







1. Strategic Risks
2. Operational Risks
3. Financial Risks
4. Compliance Risks



The risk assessment tool used two factors to assign a risk score: Impact/Probability. Each of the factors were assigned a value of high, medium, or low. The risk rank was then determined based on the risk scores and insight from Internal Audit staff.

The risk factors are reviewed on an annual basis to ensure they are relevant and effective in helping determine the strategic, operating, financial, and compliance risks of the District.

The IA Department uses eight (8) Impact/Probability risk factors in the risk assessment which are defined in Table 4: Impact and Probability Risk Factors.

**Table 4: Impact and Probability Risk Factors**

|                    |   |   |                                |   |
|--------------------|---|---|--------------------------------|---|
| <b>IMPACT</b>      | 1 |    | <b>Criticality of the Unit</b> | This factor measures the importance of the unit to accomplish the mission of the District. This considers the impact if a unit is unable to provide its service within a required time frame and/or at the expected level.  |
|                    | 2 |    | <b>Financial Impact</b>        | This considers the overall dollar amount flowing through, committed to, or generated by the unit/process (e.g. expenditures, grant amount, revenues collected/earned). This evaluates the impact of incongruent activity from a financial perspective.  |
|                    | 3 |    | <b>Regulatory Compliance</b>   | The complexity, volume, and clarity of regulations/compliance requirements from external sources impacts the District's ability to comply, and therefore influences risk. Risks relate to the inability to comply; penalties, fines, or litigation; loss of funding sources; and regulatory restrictions. |
|                    | 4 |  | <b>Public Sensitivity</b>      | This measures the sensitivity of the unit to public exposure of critical internal issues. It considers the overall potential effect to the District's image or reputation.  |
| <b>PROBABILITY</b> | 5 |  | <b>Control Environment</b>     | Assessment of control environment is based on factors such as the adequacy of the existing control structure, expertise of management, historical problems, conditions found during recent reviews/interactions, and the overall effectiveness and efficiency of operations.                              |
|                    | 6 |  | <b>Changes in the Unit</b>     | Changes in management personnel, organizational and operational structure, and the operational systems can influence risk. In some cases, reorganization of responsibilities and activities can result in significant changes that compromise the internal control environment.                           |

|  |  |  |
|--|--|--|
|  | <p>7  Complexity of Monitoring Activities</p> | <p>This factor considers the locations/number of locations where activities and the monitoring of these activities take place.</p>     |
|  | <p>8  Audit History</p>                       | <p>This considers whether there has been an audit of the unit, the last time an audit was performed, and the results of the audit.</p> |

Risk ranks were determined by the Internal Audit Department using the risk assessment tool, its insight of the different areas/functions of the district and input from the Board of Trustees. The results of the 2020-2021 Risk Assessment are included in Exhibit A.

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**Internal Audit Department  
Risk Assessment**

**DRAFT**

**Exhibit A**

|     |  |  | Risk Scores |             | Risk Rank          |
|-----|--|--|-------------|-------------|--------------------|
|     | AUDIT UNIVERSE                                 | AUDITABLE UNITS<br>(Key process, activity, program, function, or department) | Impact      | Probability | Impact/Probability |
| 735 | Employee Benefits, Risk Mgmt. & Safety         | Risk Mgmt. Programs - Vehicle Insurance                                      | H           | H           | H/H                |
| 742 | Financial Services                             | Campus Student Activity Funds  | H           | H           | H/H                |
| 742 | Financial Services                             | ESSER Federal Recovery Funding Audit   | H           | H           | H/H                |
| 920 | Construction Management                        | 2016 & 2020 Construction Bond Program Audits                                 | H           | H           | H/H                |
| 950 | Technology & Management Information Syst.      | Frontline ERP System Implementation  | H           | H           | H/H                |
| 868 | District Instruction                           | Early Childhood Education  | H           | M           | H/M                |
| 884 | Safety & Security                              | School Safety Programs   | H           | M           | H/M                |
| 730 | Human Resources                                | Employment Laws Compliance   | H           | M           | H/M                |
| 730 | Human Resources                                | Open Records Requests Process  | H           | M           | H/M                |
| 735 | Employee Benefits, Risk Mgmt. & Safety         | Employee Benefit Programs (Health & Prescription plans)                      | H           | M           | H/M                |
| 735 | Employee Benefits, Risk Mgmt. & Safety         | Risk Mgmt. Programs - Property Insurance                                     | H           | M           | H/M                |
| 742 | Financial Services                             | COVID19 Expenses & Reimbursements  | H           | M           | H/M                |
| 742 | Financial Services                             | Vendor Set-up and Maintenance  | H           | M           | H/M                |
| 742 | Financial Services                             | Accounting   | H           | M           | H/M                |
| 742 | Financial Services                             | Payroll  | H           | M           | H/M                |
| 742 | Financial Services                             | Time Management System   | H           | M           | H/M                |
| 743 | Procurement Services                           | Contract Mgmt. Procurement (Procurement Process)                             | H           | M           | H/M                |
| 743 | Procurement Services                           | Vendor Bidding/Contracts (including EDGAR)                                   | H           | M           | H/M                |
| 806 | Office of Innovation                           | Student Enrollment & Registration Processes & Systems                        | H           | M           | H/M                |
| 841 | Talent Management                              | Record Retention Processes & Compliance                                      | H           | M           | H/M                |
| 887 | Child Nutrition Services                       | Food Safety  | H           | M           | H/M                |
| 920 | Construction Management                        | 2016 Bond Projects   | H           | M           | H/M                |
| 935 | Construction Services                          | Project Management and Planning  | H           | M           | H/M                |
| 935 | Construction Services                          | Capital Improvements   | H           | M           | H/M                |
| 935 | Construction Services                          | Construction & Development Services - Project Mgmt & Planning                | H           | M           | H/M                |
| 945 | Accountability, Testing, Research & Evaluation | Accountability and Compliance  | H           | M           | H/M                |
| 950 | Technology & Management Information Syst.      | Frontline ERP System Pre-implementation Audit (2019-2020)                    | H           | M           | H/M                |
| 950 | Technology & Management Information Syst.      | PEIMS - Enrollment & Attendance Data Quality                                 | H           | M           | H/M                |
| 730 | Human Resources                                | Employee Relations   | H           | L           | H/L                |
| 730 | Human Resources                                | Employee/Student Reporting & Follow Up                                       | H           | L           | H/L                |

**Internal Audit Department  
Risk Assessment**

**DRAFT**

**Exhibit A**

|     |  |  | Risk Scores |             | Risk Rank          |
|-----|--|--|-------------|-------------|--------------------|
|     | AUDIT UNIVERSE                                 | AUDITABLE UNITS<br>(Key process, activity, program, function, or department) | Impact      | Probability | Impact/Probability |
| 742 | Financial Services                             | Accounts Payable   | M           | H           | M/H                |
| 806 | Office of Innovation                           | Charter School Application Process & Implementation                          | M           | H           | M/H                |
| 806 | Office of Innovation                           | I-Zone Schools   | M           | H           | M/H                |
| 945 | Accountability, Testing, Research & Evaluation | Data Report Management   | M           | H           | M/H                |
| 735 | Employee Benefits, Risk Mgmt. & Safety         | Risk Mgmt. Programs - Unemployment Claims Process                            | M           | M           | M/M                |
| 735 | Employee Benefits, Risk Mgmt. & Safety         | Risk Mgmt. Programs - Worker's Comp Claims Mgmt.                             | M           | M           | M/M                |
| 741 | Planning & Budget                              | Department and District-wide Budget Process                                  | M           | M           | M/M                |
| 741 | Planning & Budget                              | General Fund/Special Revenue Budget Process                                  | M           | M           | M/M                |
| 741 | Planning & Budget                              | Schools Staffing Budget Process  | M           | M           | M/M                |
| 742 | Financial Services                             | Sales tax remittances  | M           | M           | M/M                |
| 742 | Financial Services                             | Overtime Pay   | M           | M           | M/M                |
| 742 | Financial Services                             | Leaves & Absences  | M           | M           | M/M                |
| 742 | Financial Services                             | Purchasing Cards Program   | M           | M           | M/M                |
| 742 | Financial Services                             | Travel   | M           | M           | M/M                |
| 742 | Financial Services                             | Cash & Treasury Management   | M           | M           | M/M                |
| 742 | Financial Services                             | Fixed Assets   | M           | M           | M/M                |
| 742 | Financial Services                             | Funds Management - Grant Mgmt. & Reporting                                   | M           | M           | M/M                |
| 743 | Procurement Services                           | Vendor Master File Maintenance   | M           | M           | M/M                |
| 803 | Academics & School Leadership                  | District & Campus Improvement Plans  | M           | M           | M/M                |
| 806 | Office of Innovation                           | Charter School Compliance & Accountability                                   | M           | M           | M/M                |
| 806 | Office of Innovation                           | Student Recruitment & Retention  | M           | M           | M/M                |
| 810 | District Instruction                           | Extended Learning - Summer School Program                                    | M           | M           | M/M                |
| 830 | District Instruction                           | Bilingual/ESL/LOTE   | M           | M           | M/M                |
| 830 | District Instruction                           | LEP/LPAC Compliance  | M           | M           | M/M                |
| 841 | Talent Management                              | Employee Recruiting and Retention  | M           | M           | M/M                |
| 841 | Talent Management                              | Educator Quality/Teacher Assessments   | M           | M           | M/M                |
| 841 | Talent Management                              | Employee Compensation  | M           | M           | M/M                |
| 841 | Talent Management                              | Employee Performance Evaluations   | M           | M           | M/M                |
| 841 | Talent Management                              | Employee Hiring/Termination Process  | M           | M           | M/M                |

**Internal Audit Department  
Risk Assessment**

**DRAFT**

**Exhibit A**

|     |                          |  | Risk Scores |             | Risk Rank          |
|-----|--------------------------|--|-------------|-------------|--------------------|
|     | AUDIT UNIVERSE           | AUDITABLE UNITS<br>(Key process, activity, program, function, or department) | Impact      | Probability | Impact/Probability |
| 841 | Talent Management        | TIF Master Teacher Program (current & post grant)                            | M           | M           | M/M                |
| 848 | Financial Services       | State Comp Student Services  | M           | M           | M/M                |
| 849 | District Instruction     | Gifted & Talented  | M           | M           | M/M                |
| 855 | District Instruction     | Adult Ed Programs  | M           | M           | M/M                |
| 855 | District Instruction     | ESL Classes  | M           | M           | M/M                |
| 858 | District Instruction     | Fine Arts  | M           | M           | M/M                |
| 858 | District Instruction     | Band Repairs   | M           | M           | M/M                |
| 862 | District Instruction     | Grant Development, Management & Monitoring                                   | M           | M           | M/M                |
| 865 | District Instruction     | College and Career Readiness   | M           | M           | M/M                |
| 866 | District Instruction     | Dyslexia/504 Services  | M           | M           | M/M                |
| 877 | District Instruction     | Career & Technical Ed (CATE)   | M           | M           | M/M                |
| 884 | Safety & Security        | PD Operations  | M           | M           | M/M                |
| 885 | Transportation           | Fleet Management (Inventory & Preventive Maint.)                             | M           | M           | M/M                |
| 885 | Transportation           | Fuel Inventory and Usage   | M           | M           | M/M                |
| 886 | District Instruction     | Sp Ed - IEP/ARD Process  | M           | M           | M/M                |
| 886 | District Instruction     | Sp Ed - MAC/SHARS  | M           | M           | M/M                |
| 886 | District Instruction     | Sp Ed - Therapy Services   | M           | M           | M/M                |
| 886 | District Instruction     | Sp Ed - Homebound/Home Hospital Services                                     | M           | M           | M/M                |
| 886 | District Instruction     | Sp Ed - Health Services  | M           | M           | M/M                |
| 886 | District Instruction     | Sp Ed - IDEA B Compliance  | M           | M           | M/M                |
| 887 | Child Nutrition Services | Revenue Sources & Reconciliation   | M           | M           | M/M                |
| 887 | Child Nutrition Services | Sale of Competitive Foods at Campuses  | M           | M           | M/M                |
| 888 | District Instruction     | School Age Parenting Program   | M           | M           | M/M                |
| 889 | District Instruction     | Athletics  | M           | M           | M/M                |
| 889 | District Instruction     | Athletics - Change Funds   | M           | M           | M/M                |
| 889 | District Instruction     | Athletics Inventory, Equipment, and Medical Supplies                         | M           | M           | M/M                |
| 890 | Financial Services       | Student Health Services  | M           | M           | M/M                |
| 893 | Financial Services       | Medicaid Program   | M           | M           | M/M                |
| 930 | Facility Services        | Facilities Work Order Process  | M           | M           | M/M                |
| 930 | Facility Services        | Plant Services   | M           | M           | M/M                |

**Internal Audit Department  
Risk Assessment**

**DRAFT**

**Exhibit A**

|                |   |  | Risk Scores  |             | Risk Rank          |
|----------------|---|--|--|-------------|--------------------|
| AUDIT UNIVERSE |   |  | AUDITABLE UNITS<br>(Key process, activity, program, function, or department) |             |                    |
|                |   |  | Impact   | Probability | Impact/Probability |
| 930            | Facility Services                         | Warehouse Operations                           |  |             |                    |
| 932            | Facility Services                         | Custodial Services                             | M  | M           | M/M                |
| 933            | Facility Services                         | Facilities Maintenance                         | M  | M           | M/M                |
| 934            | Facility Services                         | Fleet Maintenance                              | M  | M           | M/M                |
| 934            | Facility Services                         | MEP Maintenance                                | M  | M           | M/M                |
| 935            | Construction Services                     | Facilities & Athletic Rentals                  | M  | M           | M/M                |
| 935            | Construction Services                     | Real Estate & Property Management              | M  | M           | M/M                |
| 946            | Financial Services                        | Federal Programs                               | M  | M           | M/M                |
| 946            | Financial Services                        | Federal/State Time and Effort                  | M  | M           | M/M                |
| 950            | Technology & Management Information Syst. | IT Hardware & Software Management              | M  | M           | M/M                |
| 950            | Technology & Management Information Syst. | Disaster Recovery and Business Continuity      | M  | M           | M/M                |
| 950            | Technology & Management Information Syst. | Help Desk                                      | M  | M           | M/M                |
| 725            | Family & Community Engagement             | Governmental & Community Relations Initiatives | M  | L           | M/L                |
| 730            | Human Resources                           | Board Policy & Administrative Procedures       | M  | L           | M/L                |
| 730            | Human Resources                           | Ethics Policy                                  | M  | L           | M/L                |
| 730            | Human Resources                           | TRS Reporting                                  | M  | L           | M/L                |
| 742            | Financial Services                        | 1099 process                                   | M  | L           | M/L                |
| 885            | Transportation                            | Transportation Services                        | M  | L           | M/L                |
| 885            | Transportation                            | Bus Routing and Scheduling                     | M  | L           | M/L                |
| 887            | Child Nutrition Services                  | Breakfast in the Classroom                     | M  | L           | M/L                |
| 806            | Office of Innovation                      | Student Residency Requirements                 | L  | M           | L/M                |
| 934            | Facility Services                         | Energy & Sustainability                        | L  | M           | L/M                |
| 806            | Office of Innovation                      | Student Transfer & Withdrawal Processes        | L  | L           | L/L                |
| 887            | Child Nutrition Services                  | Cash Handling - Cafeterias                     | L  | L           | L/L                |
| 950            | Technology & Management Information Syst. | Student Transcripts                            | L  | L           | L/L                |

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Confirmation of SAISD Audit Activity's Independence

**PURPOSE:**             PRESENTATION/DISCUSSION  
                               DISCUSSION/ACTION

**REQUESTED BY:** Lourdes Martinez, Chief Internal Auditor, Internal Audit Department

**PRESENTER:**            Lourdes Martinez

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to confirm the SAISD Audit Activity's Independence. The Institute of Internal Auditors (IIA) Standard 1110, states that the Chief Audit Executive must report to a level within the organization that allows the internal audit activity to fulfill its responsibilities. The Chief Audit Executive must confirm to the Board, at least annually, the organizational independence of the internal audit activity. In addition, Texas Education Code (TEC) 11.17 states that if a school district hires an Internal Auditor, he or she shall report directly to the Board.

The IIA defines independence as the freedom from conditions that threatens the ability of the internal audit activity to carry out its responsibilities in an unbiased manner. To achieve the degree of independence necessary to effectively carry out these responsibilities, the Chief Audit Executive should have direct and unrestricted access to Senior Management and the Board.

The SAISD Internal Audit Charter and Board Policy CFC (LOCAL) document the Internal Audit department's purpose, authority and responsibilities and clearly defines the reporting structure of the Chief Internal Auditor as reporting functionally to the Board of Trustees and administratively to the Superintendent thereby ensuring the organizational independence of the audit activity.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

The confirmation of the Internal Audit Department's independence is not an action item but an affirmation of our ability to perform our work in an unbiased and independent manner. If at any time, this were to change the Chief Internal Auditor will disclose any interference to the Board.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.

- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Internal Audit Periodic Self-Assessment

**PURPOSE:**             PRESENTATION/DISCUSSION  
                               DISCUSSION/ACTION

**REQUESTED BY:** Lourdes Martinez, Chief Internal Auditor, Internal Audit Department

**PRESENTER:**            Lourdes Martinez

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

Standard 1300 of the International Professional Practices Framework requires that a quality assurance and improvement program (QAIP) that covers all aspects of the internal audit activity be developed and maintained by the chief audit executive. The program design should enable an evaluation of the audit function's conformance with the *Standards* and an evaluation of whether the internal auditors apply the Code of Ethics. The QAIP also assesses the efficiency and effectiveness of the internal audit activity and identifies opportunities for improvement.

It must include both internal and external assessments. Internal assessments consist of ongoing monitoring and periodic self-assessments. Ongoing monitoring is an integral part of the day-to-day supervision, review, and measurement of the internal audit activity. It is incorporated into the routine policies and practices used to manage the function and uses processes, tools, and information necessary to evaluate performance with the *Standards* and the Code of Ethics. Periodic assessments are conducted to evaluate conformance with the Code of Ethics and the *Standards*. Ongoing monitoring is done at an engagement level while periodic assessments are an evaluation at the function level. External assessments must be conducted at least once every 5 years by a qualified independent assessor or assessment team.

The chief audit executive must communicate the results of the QAIP to senior management and the Board. Disclosure should include the scope and frequency of both internal and external assessments, conclusions of assessors and corrective action plans. The results of external and periodic internal assessments are communicated upon completion of such and the results of ongoing monitoring are communicated at least annually. The results include the assessors or team's evaluation with respect to the degree of conformance.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
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- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

# 2021 Internal Quality Assessment Review Results

## Internal Audit Periodic Self Assessment

|                | GC | PC | DNC | NA |
|----------------|----|----|-----|----|
| <b>OVERALL</b> | X  |    |     |    |

| <b>ATTRIBUTE STANDARDS</b> |   |   |   |   |   |
|----------------------------|---|---|---|---|---|
| <b>1000</b>                | <b>Purpose, Authority, and Responsibility</b>   |   |   |   |   |
| 1010                       | Recognition of the Definition of Internal Auditing, the Code of Ethics and the <i>Standards</i> in the Internal Audit Charter | X |   |   |   |
| <b>1100</b>                | <b>Independence and Objectivity</b>   |   |   |   |   |
| 1110                       | Organizational Independence   | X |   |   |   |
| 1111                       | Direct Interaction with the Board   | X |   |   |   |
| 1120                       | Individual Objectivity  | X |   |   |   |
| 1130                       | Impairments to Independence or Objectivity  | X |   |   |   |
| <b>1200</b>                | <b>Proficiency and Due Professional Care</b>  |   |   |   |   |
| 1210                       | Proficiency   | X |   |   |   |
| 1220                       | Due Professional Care   | X |   |   |   |
| 1230                       | Continuing Professional Development   | X |   |   |   |
| <b>1300</b>                | <b>Quality Assurance and Improvement Program</b>  |   |   |   |   |
| 1310                       | Requirements of the Quality Assurance and Improvements Program  |   | X |   |   |
| 1311                       | Internal Assessments  | X |   |   |   |
| 1312                       | External Assessments  |   |   | X |   |
| 1320                       | Reporting on the Quality Assurance and Improvement Program  | X |   |   |   |
| 1321                       | Use of "Conforms with the <i>International Standards for the Professional Practice of Internal Auditing</i> "                 |   |   |   | X |
| 1322                       | Disclosure of Nonconformance  | X |   |   |   |

| <b>PERFORMANCE STANDARDS</b> |   |   |  |  |   |
|------------------------------|---|---|--|--|---|
| <b>2000</b>                  | <b>Managing the Internal Audit Activity</b>                                       |   |  |  |   |
| 2010                         | Planning  | X |  |  |   |
| 2020                         | Communication and Approval  | X |  |  |   |
| 2030                         | Resource Management   | X |  |  |   |
| 2040                         | Policies and Procedures   | X |  |  |   |
| 2050                         | Coordination  | X |  |  |   |
| 2060                         | Reporting to Senior Management and the Board                                      | X |  |  |   |
| 2070                         | External Service Provider and Organizational Responsibility for Internal Auditing |   |  |  | X |

|             |   | GC | PC | DNC | NA |
|-------------|---|----|----|-----|----|
| <b>2100</b> | <b>Nature of Work</b>   |    |    |     |    |
| 2110        | Governance  | X  |    |     |    |
| 2120        | Risk Management   | X  |    |     |    |
| 2130        | Control   | X  |    |     |    |
| <b>2200</b> | <b>Engagement Planning</b>  |    |    |     |    |
| 2201        | Planning Consideration  | X  |    |     |    |
| 2210        | Engagement Objectives   | X  |    |     |    |
| 2220        | Engagement Scope  | X  |    |     |    |
| 2230        | Engagement Resource Allocation  | X  |    |     |    |
| 2240        | Engagement Work Programs  | X  |    |     |    |
| <b>2300</b> | <b>Performing the Engagement</b>  |    |    |     |    |
| 2310        | Identifying Information   |    |    |     |    |
| 2320        | Analysis and Evaluation   |    |    |     |    |
| 2330        | Documenting Information   | X  |    |     |    |
| 2340        | Engagement Supervision  | X  |    |     |    |
| <b>2400</b> | <b>Communicating Results</b>  |    |    |     |    |
| 2410        | Criteria for Communicating  | X  |    |     |    |
| 2420        | Quality of Communications   | X  |    |     |    |
| 2421        | Errors and Omissions  | X  |    |     |    |
| 2430        | Use of "Conducted in Conformance with the <i>International Standards for the Professional Practice of Internal Auditing</i> " |    |    |     | X  |
| 2431        | Engagement Disclosure of Nonconformance   | X  |    |     |    |
| 2440        | Disseminating Results   | X  |    |     |    |
| 2450        | Overall Opinions  | X  |    |     |    |
| <b>2500</b> | <b>Monitoring Progress</b>  | X  |    |     |    |
| <b>2600</b> | <b>Communicating the Acceptance of Risks</b>  | X  |    |     |    |

|  |   |  |  |  |
|--|---|--|--|--|
| <b>IIA CODE OF ETHICS</b>              | X |  |  |  |
| <b>DEFINITION OF INTERNAL AUDITING</b> | X |  |  |  |

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the 2021-2022 SAISD Student Code of Conduct

**PURPOSE:**         PRESENTATION/DISCUSSION  
                       DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzman, Deputy Superintendent

**PRESENTER:**     Beth Jones, Senior Executive Director, Restorative Practices & Family Support Services

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

As required by the Texas Education Code, the Board of Trustees must adopt the Student Code of Conduct for the District at the beginning of each school year. The 2021-2022 Code of Conduct is presented with the following changes:

- Changes to the Student Bill of Rights
- Resource links expanded for restorative practices on pages 11 and 12
- Expanded and updated classroom management strategies, grouped under the associated trauma informed care strategy, include videos for each starting on page 13
- Addition of information on where to report violations of prohibited techniques on page 18 (highlighted)
- New Parent Resource section starting on page 20
- Language in codes has been edited to reduce wordiness and align the code (highlighted)

Minor revisions throughout have been struck through or highlighted.

The Code of Conduct is published and posted on the District website. The Code of Conduct will be distributed to all parents, students, and professional staff members who request a paper copy.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board of Trustees approves the 2021-2022 SAISD Student Code of Conduct.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021-2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.

- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

# STUDENT

# BILL OF RIGHTS and CODE OF CONDUCT

2021-2022



# STUDENT

## BILL OF RIGHTS and CODE OF CONDUCT

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**WE THE STUDENTS** of San Antonio Independent School District, in order to form a more perfect school district, have established the Student Bill of Rights. The Student Bill of Rights is a statement of beliefs that lends clarity to what students believe to be ethical treatment. The following Student Bill of Rights provides the student perspective on their academic, disciplinary, and social rights at school:

- 01** Right to a safe, caring, welcoming, and **bully-free** school environment
- 02** Right to support for student learning with a safe space to make mistakes at school, especially when students are struggling; failure is supported and not judged
- 03** Right to a school where students are accepted regardless of background or Differences and supports the exploration and expression of identity (race, color, religion, national origin, age, sex, linguistic and cultural identity, gender identity, gender expression, sexual orientation, or disability)
- 04** Right to student voice: students’ ideas and opinions are heard and considered, and students are given an opportunity for self-expression
- 05** Right to a school environment that **accommodates students’ individual social, emotional, and academic needs and recognizes their different abilities, and supports the exploration and expression of identity** elevates their different abilities
- 06** ~~Right to be informed about and educated on disciplinary and use of force policies in operation at their school~~ Right to mental health support and resources
- 07** ~~Right to consistent and equitable discipline practice~~ Right to transparent and equitable discipline practice for all students without discrimination based on race, color, religion, national origin, age, sex, linguistic and cultural identity, disability, gender identity, gender expression, or sexual orientation
- 08** Right to have counselors who assist students to take coursework and access resources and classroom instruction that lead to college readiness
- 09** **Right to a variety of** healthy and nutritious food
- 10** Right to equal access to sports and extracurricular activities

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# Student Code of Conduct

## PURPOSE

The San Antonio Independent School District (SAISD) has adopted the Student Code of Conduct (SCOC) to promote and maintain a positive, safe, and effective learning environment for students and adults. This environment is created and maintained by adults who respond to student behavior in a way that improves the student's ability to successfully navigate the social and academic environment at school. At the foundation, everyone's rights must be treated with respect. The SCOC articulates the behavior that is not allowable at school or school-affiliated functions or events, on school grounds, or on District transportation so that students and adults are knowledgeable about expectations and standards of behavior.

The SCOC is adopted by the District's Board of Trustees and has the force of policy. In case of a conflict between the SCOC and the student handbook, the SCOC will prevail. Once the SCOC is promulgated, any subsequent changes or amendments must be approved by the Board of Trustees. During any periods of instruction during the summer months, the Parent-Student Handbook and SCOC in place for the year immediately preceding the summer period shall apply, unless the District amends either document, or both documents, for the purposes of summer instruction. The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to those laws. This Code of Conduct applies to all students in the San Antonio Independent School District whenever the interest of the District is involved, on or off school grounds, in connection with or independent of classes and school-sponsored activities.

If you have difficulty accessing the information in this document because of disability, please contact the following staff:

Beth Jones: [ejones@saisd.net](mailto:ejones@saisd.net)

Darnell White: [dwhite@saisd.net](mailto:dwhite@saisd.net)

Office of Social, Emotional, and Academic Development and Restorative Practices: (210) 354-9565

## FORMAT

This Student Code of Conduct is designed to outline restorative responses to student behavior that lead to students' social, emotional, and academic development. Sections I through III provide resources and information on Social, Emotional, Academic Development (SEAD) to include restorative practices, Positive Behavior Interventions and Supports (PBIS), Multi-Tiered Systems and Supports (MTSS), and trauma-informed care; they also cover students with disabilities, as well as disproportion and the use of discretionary exclusionary disciplinary practices such as out-of-school suspension. The intent of the SCOC is not only to delineate those behaviors that are infractions of the Code of Conduct, but also to provide strategies, resources, and techniques that teach and support the acquisition of more adaptive behavior.

In accordance with state law, section IV defines misconduct that may—or must—result in a range of disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school. Parents will be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

## CODE ACCESSIBILITY

The Section 504 and Dyslexia Department of SAISD provides sign language interpreters upon request for parents/guardians or community members needing this accommodation for campus meetings or events. Parents or guardians who need to request an American Sign Language (ASL) interpreter should call (210) 554-2570 between 48 and 72 hours before the need for the interpreter. You may contact the Disability Services Department by emailing Cindy Sosa at [csosa2@saisd.net](mailto:csosa2@saisd.net). You may also contact the school principal or campus 504 coordinator. The department is open Monday through Friday, 8:00 a.m. to 4:30 p.m. If you know of a parent or guardian who needs these services, please contact the number above and discuss the circumstances with the Disability Services Department. In accordance with state law, the Student Code of Conduct shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the SCOC will be available at the office of the campus behavior coordinator and posted on the District's website. Students may request a copy of the Parent-Student Handbook, which includes the SCOC, at the beginning of the school year. The SCOC will be provided to all teachers, new professional employees, students who are enrolled after the beginning of the school year, parents, and any other person upon request. Each student, teacher, and parent annually must sign a statement that they have read and have access to the SAISD Student Code of Conduct and acknowledge the rules and responsibilities outlined therein.

"Parent" Defined: Throughout the SCOC and related discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

In accordance with Education School District Authority, SAISD rules and the authority of the District to administer discipline apply whenever the interest of the District is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities. The District has disciplinary authority over a student:

1. During the regular school day and while the student is going to and from school or a school-sponsored or school-related activity on District transportation
2. During lunch periods in which a student is allowed to leave campus
3. While the student is in attendance at any school-related activity, regardless of time or location
4. For any school-related misconduct, regardless of time or location
5. When retaliation against a school employee, Board member, or volunteer occurs or is threatened, regardless of time or location
6. When a student engages in cyberbullying, as provided in Education Code 37.0832
7. When criminal mischief is committed on or off school property or at a school-related event
8. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line
9. For certain offenses committed while on school property or attending a school-sponsored or school-related activity of another district in Texas
10. When a student commits a felony as provided by Texas Education Code Section 37.006 or 37.0081
11. When a student is required to register as a sex offender

The following guidelines delineate standards of expected behavior and are incorporated into each campus's school rules.

- Follow campus and classroom rules.
- Treat other students and adults with courtesy and respect.
- Accept responsibility for actions and behavior.
- Attend all classes, regularly and on time.
- Be prepared for each class with appropriate materials and assignments.
- Adhere to standards of dress and grooming as outlined in the dress code.
- Refrain from posting threatening messages on social media outlets directed at students, parents, staff, or school property.
- Actively support and assist the school in maintaining a campus free from drugs, alcohol, weapons, and gang activity, by:
  - i. Cooperating with staff in investigations of disciplinary cases and volunteering information within the student's knowledge relating to a serious offense.
  - ii. Responsibly informing staff of conduct violations by others.
  - iii. Immediately submitting any prohibited items to staff or informing staff of location of prohibited items immediately upon discovery.
- Adhere to the requirements of the Student Code of Conduct.

It is the policy of San Antonio Independent School District not to discriminate on the basis of race, color, religion, national origin, age, sex, gender identity, gender expression, sexual orientation, or disability in its vocational programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended; and SAISD's Board policies DIA, FFH, and FFI.

# SECTION I: RESPONSIVE PRACTICES

**It is a priority of the San Antonio Independent School District for staff to implement a restorative and instructional approach using evidence-based best practices to respond to student behavior. Through the use of proven behavior techniques, interventions, and supports, the root causes of a student’s maladaptive behavior can be identified and an appropriate plan for teaching new behavior established.**

## **Social, Emotional, and Academic Development (SEAD)**

SAISD is committed to the social, emotional, and academic development (SEAD) of the whole child and uses SEAD as a framework to house a variety of practices that facilitate this development. SEAD is the integration of all learning dimensions into the educational experience in support of positive outcomes for students through whole-child development. Social, emotional, and cognitive/academic dimensions are all imperative to long-term success, as they are intricately connected in the way students learn and experience the world and are mutually beneficial and mutually reinforcing in the educational environment. SAISD approaches this work through three essential elements: culture and climate, explicit instruction, and integration.

Relationships and interactions between students and adults, among students, and among adults, as well as rich curriculum and instruction and well-rounded enrichment opportunities, are important facets of a healthy educational setting that promotes positive growth and development. “A climate of mutual respect strengthens student belonging and engagement in the social and academic aspects of the learning experience” (The Aspen Institute: Education & Society Program, March 2019). Since learning has its roots in relationships, the District adopted the University of Chicago’s Consortium on School Research’s four learning mindsets to cultivate in students:

- Do all students feel they belong in this community?
- Do all students feel they can succeed?
- Do all students feel that their ability and competence will grow with effort?
- Do all students feel that their work has value?

“For students to be able to devote all their internal resources to learning, schools must create affirming climate, mitigate implicit bias, and advance positive counter-narratives that support every young person in developing a healthy, integrated identity” (The Aspen Institute: Education & Society Program, March 2019).

## **SEAD Competencies**

SEAD competencies and the curriculum and activities that support them are important elements in a comprehensive approach to effective SEAD programming. Current research indicates that establishing common language and student competencies provides integral focus, emphasizing the importance of specific skills and supporting educators in integrating application experiences into other core areas of instruction (Osher et al., 2008). Additionally, SAISD SEAD competencies codify that the skills represented are a core component of our educational mission to support student success.

SAISD focuses on building student capacity across three domains:

1. Emotional Competencies – awareness, management, and advocacy skills that facilitate an accurate reflection of self and an ability to assess and respond to needs and build upon strengths
2. Social Competencies – communication, conflict resolution, and relationship skills that facilitate healthy interaction with peers, adults, and communities of diverse backgrounds, abilities, languages, and lifestyles
3. Cognitive Competencies – perseverance, growth mindset, planning, and problem-solving skills that facilitate effective decision-making and attainment of short- and long-term goals

Educational equity is inextricably linked to SEAD. In order to achieve full and equal opportunities for every student to succeed in life, it is essential to prepare for college, military, and career, which requires knowledge and skill development across all learning dimensions. All students must have access to the appropriate resources aligned to their needs, robust academic opportunities, and rich experiences needed to develop agency and identity through the many phases of child and adolescent development (Osher et al., 2008).

### **School-Home-Community Collaboration**

SAISD recognizes that many factors both inside and outside the school building impact students. Our goal is to provide support and services for students and their families to ensure that all students grow and have their needs met and that behaviors/actions requiring disciplinary action are prevented.

### **Cultivating Positive Relationships**

An abundance of research and evidence demonstrates that positive relationships support learning. When our communities, schools, and homes are positive, welcoming environments where students feel connected to others, students are healthier and happier, more likely to succeed, and less likely to act out in ways that disrupt the learning environment.

### **School-to-Home Connection**

- Use Strategic Listening — help your child identify and label feelings, values, and topics that may need processing. Show your child you understand. Listen with sincere concern to create positive relationships and build trust between your child and others.
- Ask open-ended questions. For example, say “What was that like for you?” or “Tell me more about that.” This elicits more than a “yes” or “no” response and helps your child tell their story.
- Use Reflective Listening — reflect back the feelings you hear or see. When intervening in a conflict, get the attention of an upset person by stating the feelings you hear/see in a nonjudgmental way. For example, say “I see that your fists are clenched. Are you upset?” or “It sounds like you are feeling hurt.” Let your child tell the story — say just enough to help.
- Help your child problem-solve disputes. Use nonjudgmental language and remain calm and neutral. Ask open-ended questions and use reflective listening to help your child process what happened. Trust that with guidance your child will identify a solution that works.
- Find ways for your student to engage on campus. Students who feel connected to school are more likely to succeed in the classroom and complete high school while simultaneously being less likely to engage in dangerous, self-injurious, disruptive, and/or antisocial behavior (Blum, 2005).

If you suspect your child needs additional help with his/her behavior, contact your child’s teacher, school counselor, or principal to request a conference to discuss your concerns.

### **School Practices for Establishing Positive Relationships**

SAISD schools employ many strategies for establishing and cultivating positive relationships, including classroom greetings, project-based learning (PBL), group work and projects, think-pair-share activities (students partner with a peer to process their learning), Peace Area/Cool-Down Zone, and many more. Two important structures we are working to implement across our schools are highlighted below:

- Morning Meetings or Community Circles (PK–12): the teacher and students come together for one of two purposes: to build community at a relatively peaceful time or to resolve conflict. During this time, students engage in activities that build understanding within the group and between individuals. This provides a place for students to find common ground and appreciate the richness diversity brings to the class.
- Student Advisories (secondary): Students meet with an adult adviser daily, weekly, or at other regularly scheduled intervals. Ideally, the advisory teacher is someone students know they can trust and talk to about their progress in school. Students discuss day-to-day issues, define their values, develop a trusting relationship with an adult advocate, and hone communication skills. Student Advisories offer students emotional support, and opportunities to cultivate positive peer relationships and offset peer pressure during adolescence.

## Intervention Strategies and Frameworks

SAISD schools purposefully cultivate climate to honor student identities, reflect the distinct spirit of the community, promote the importance of positive, healthy relationships, and meet students where they are. We are committed to providing a safe, supportive school environment for all students, families, communities, and staff by employing prevention and intervention strategies that help students grow in their social, emotional, and behavioral skills. These may be used prior to or in addition to any disciplinary response to student behaviors that are not conducive to a positive, productive learning environment.

Examples of positive intervention strategies and frameworks include the following:

| Intervention                 | Restorative/Academic Benefit   | Factors to Consider   |
|------------------------------|--|---|
| Community Service            | Allows students to participate in an activity to serve and benefit the community.  | Examples: Cleaning up public spaces; writing letters to troops.   |
| Conference                   | Involves students, parents, teachers, school staff, and principals discussing student behavior and potential solutions that address social, academic, and personal issues related to the behavior. | <ul style="list-style-type: none"> <li>—Chance to invite parents or guardians to engage in a constructive process to address student misconduct, encourage student cooperation and problem-solving.</li> <li>—Can occur at school or at the parents' home.</li> </ul>   |
| Conflict Resolution          | Empowers students to take responsibility for peacefully resolving conflicts.   | Students, parents, guardians, teachers, school staff, and principals engage in activities that promote problem-solving skills and techniques, such as conflict and anger management, active listening, and effective communication.   |
| Mentoring Program            | Pairs students with mentors (a counselor, teacher, student, or community member) who help with social, emotional, and academic development.  | Works in conjunction with other methods to provide additional guidance for students in need of further support. Mentor selection is important. There must be a mentor orientation regarding roles/responsibilities.   |
| Parent Outreach              | School staff inform parents or guardians of their children's behavior and seek their assistance in addressing inappropriate or disruptive behavior.  | Outreach made in writing or by telephone is intended to make parents aware of students' behavior, progress, task completion, and achievement.   |
| Peer Mediation               | A form of conflict resolution in which students help other students deal with and develop solutions.   | Student who will facilitate the mediation must be a neutral party that all students agree to as the facilitator.  |
| Counseling (substance abuse) | Occurs for substance abuse-related behavior, or when there is reason to believe this counseling is needed.   | Services can be school- or community-based.   |
| Counseling (mental health)   | Can involve a variety of services, including after-school programming, individual or group counseling, leadership development, conflict resolution, and tutoring.                                  | Referral to school-based health clinics, mental health clinics, and community-based organizations.  |
| MTSS Team                    | When student behavior requires intervention, the MTSS Team develops a plan of action.  | <p>May consist of teachers, principals, counselors, social workers, and parents; may also include nurses, mental health clinicians, psychologists, and external representatives who help develop prevention/intervention techniques and alternative strategies leading to student success. Based on current behavior research, SAISD uses check-in/check-out, Social Skills Instruction, and a Daily Behavior Report Card as our standard Tier 2 and 3 interventions.</p> <p><b>See the MTSS section of the handbook to learn more.</b></p> |

## District SEAD Implementation

Social, emotional, and cognitive/academic dimensions are all imperative to the development of the whole child and long-term success.

San Antonio Independent School District is working in three essential areas to move this work forward:

### *Culture & Climate*

- Adult Mindset – Targeted professional development and mindset work takes place in areas such as cultural and linguistic competence, implicit bias, trauma-informed care (TIC), adverse childhood experiences (ACEs), equity, and parent communication.
- Evidence-based behavioral/social-emotional systems or approaches such as Positive Behavior Interventions and Supports (PBIS), Restorative Practices (RP), Trust-Based Relational Intervention (TBRI), Conscious Discipline, and Capturing Kids' Hearts are implemented with fidelity and continuously modeled by the adults in the building, creating a welcoming school environment and sense of community.

### *Explicit Instruction*

- Social-emotional learning competencies and common language are established.
- Scaffolded, developmentally appropriate explicit instruction is taught, modeled, practiced, and reinforced over time.

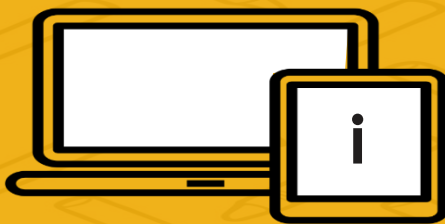
### *Integration*

- Curriculum and instruction across content areas reinforce the social-emotional learning competencies and provide opportunities for practice and refinement.
- There is evidence of the social-emotional learning competencies in all policies, procedures, language, supports, organization, student work, and stakeholder interaction.

Each campus identifies area(s) of priority to focus their SEAD work and selects from an array of best practice professional development and approaches aligned to their needs and campus community. The best practices share common components that support the three essential elements. This ensures that while different approaches are being used based on the style and needs of the campus, the components and essential elements are aligned to the vision of SEAD and ultimately supports the vision of SAISD.

Evidence-Based behavioral/social-emotional systems or approaches are implemented with fidelity and continuously modeled by the adults in the building, creating a welcoming school environment and sense of community. SEAD strategies are reflected in classroom management and behavior intervention strategies. SEAD frameworks and strategies include, but are not limited to:

- Positive Behavior Interventions and Supports (PBIS)
- Restorative Practices (RP)
- Conscious Discipline
- Trauma Informed Care
- Social Emotional Learning (SEL) Curriculums



### FOR MORE INFORMATION ON SEAD

Free social emotional learning training modules: [modules.sanfordinspire.org/](https://modules.sanfordinspire.org/)

Contact Dawn Kulpa: [dkulpa1@saisd.net](mailto:dkulpa1@saisd.net)

Visit SEAD website: [saisd.net/main/index.php?option=com\\_content&view=article&id=7264&Itemid=0](https://saisd.net/main/index.php?option=com_content&view=article&id=7264&Itemid=0)

Contact the office of SEAD: (210) 554-2521

Other resources:

[Helping Children Cope During COVID](#)

## Positive Behavior Intervention and Supports (PBIS)

SAISD endorses a systems approach that fosters a positive school climate and culture through proactive strategies that lead to the development of social-emotional and academic learning. This approach leads to an increase in student engagement by creating a supportive environment that explicitly teaches and nurtures positive behavior. This is an essential component for supporting the District's vision of graduating all students and preparing them for success in postsecondary education, career, or military.

PBIS is a three-tiered framework **under the umbrella of Social, Emotional and Academic Development (SEAD)** that focuses on a prevention-oriented process that supports the needs of a students and staff by assisting school personnel in adopting and organizing evidence-based behavioral interventions into an integrated continuum that enhances academic and social behavior outcomes for *all* students (pbis.org). The first tier provides universal interventions schoolwide, the second tier focuses on small-group support, and third-tier interventions are targeted to meet the unique needs of a specific student. The PBIS framework is a type of Multi-Tiered System of Support and falls under the SEAD framework umbrella. PBIS creates a learning environment where students, staff, and families feel appreciated, safe, and respected.

### Fundamental PBIS District-Level Goals

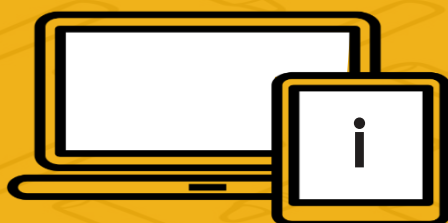
- Promote positive and safe school systems, where students are taught norms/expectations that are practiced/reinforced.
- Provide access to wraparound services and partnerships with parent, school, and community for behavioral change of students experiencing severe behavioral problems.
- Promote interventions that are data-driven and specifically planned for behavioral change in students experiencing academic and behavioral difficulties.

### PBIS Strategic Objectives

- District-wide expectations that are clearly stated in every SAISD school and office.
- Interventions that align with the District's vision to include social-emotional learning, equity, and restorative practices.
- Collection and use of District data to increase prosocial behavior and academic success.
- School community collectively contributes to creating a positive school climate that includes frequent opportunities for student success and recognition.

### Tiered Systems of Support Through a PBIS Lens

- **Tier 1** PBIS approach that involves universal school-wide and classroom restorative interventions and assigned consequences that promote academic and social and emotional well-being of all students. Teachers should use prompts, proximity, positive directives, reminder of expectations, one-on-one conference during class time.
- **Tier 2** PBIS approach that involves restorative interventions and assigned consequences that are geared toward a small group of students who have not reached success through universal practices. Conference outside the classroom, check-in/check-out, and small-group counseling/social skills.
- **Tier 3** PBIS approach that involves restorative interventions and assigned consequences that are geared toward students who have not reached success with tier 2 interventions. Intensive crisis plan/behavior intervention plan (BIP), individualized behavior contract, check-in/check-out, individual time with the counselor/mentor.



### FOR MORE INFORMATION ON PBIS

Contact Barbie Parham: [bparham@saisd.net](mailto:bparham@saisd.net)

Contact Ignacio Valdez: [ivaldez1@saisd.net](mailto:ivaldez1@saisd.net)

Contact the campus behavior specialist

For District employees: [livesaisd.sharepoint.com/sites/pbis/SitePages/Home.aspx](https://livesaisd.sharepoint.com/sites/pbis/SitePages/Home.aspx)

Office of Special Education Services: (210) 225-2406

PBIS websites with resources: (1) [pbis.org/](http://pbis.org/) (2) [pbisworld.com/](http://pbisworld.com/)

### Restorative Practices

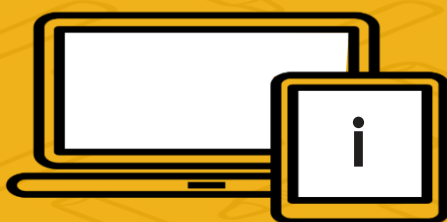
Under the umbrella of Social, Emotional and Academic Development (SEAD) restorative practices are a school-wide approach to building healthy relationships and a sense of community campus-wide. This approach establishes a positive school climate by addressing student behavior that proactively promotes positive relationships, encourages belonging over exclusion, uses social engagement to address conflict, and emphasizes meaningful accountability instead of punishment.

Restorative justice programs and practices have been shown in multiple schools and districts nationally to reduce suspensions and violence ([Dignity in Schools, 2012](#)). In a study by Guckenburg et al. (2016) restorative practices were shown to rapidly decrease suspensions and expulsions. Additionally, these practices can reduce disproportion in the use of exclusionary discipline practices and the effects of zero tolerance, leading to an interruption of the school-to-prison pipeline (Guckenburg et al., 2016).

The following chart provides an example of how restorative practices can be used to address behaviors across the different levels in the Student Code of Conduct.

| Level 1 Offenses<br>TEACHER MANAGED   | Level 2 Offenses<br>ADMINISTRATIVE REVIEW  | Level 3 Offenses<br>INTENSIVE INTERVENTIONS  |
|---|--|--|
| <p><b>Purpose:</b> Preventative or proactive techniques used in the classroom that are teacher managed to encourage student cooperation and avoid student-teacher &amp; peer-peer conflict.</p> <p><b>Goal:</b> Through the process of building relationships, teachers can gain student cooperation self-reflection and help promote self-awareness.</p>   | <p><b>Purpose:</b> Individualized strategies to prevent destructive or damaging patterns of behavior that negatively affect academic performance.</p> <p><b>Goal:</b> Strategies are centered around individual needs and how to support the needs of the parties involved in order to gain student cooperation and provide conflict resolution through a consensus agreement.</p> | <p><b>Purpose:</b> Address conflict, repair harm, and promote healing. This process is necessary to mend relationships and address the needs of all who have been affected.</p> <p><b>Goal:</b> Through the process of repairing harm, campus community can restore the relationship to gain student cooperation and to encourage accountability. Resolving conflict is beneficial for maintaining a safe environment for the student to learn and grow.</p>                 |
| <p><b>Restorative Chats:</b> Statements and short conversations that address harm by using <i>Restorative Language</i> such as “I” statements (e.g., “I want everyone to feel safe here.”) and restorative questioning to help manage conflict.<br/><a href="#">English Template</a><br/><a href="#">Spanish Template</a></p> <p><b>Respect Agreement:</b> Developing classroom norms to help create a constructive and cooperative classroom environment. Creating agreements with students build trust and promotes accountability.<br/><a href="#">Lesson Plan English</a><br/><a href="#">Lesson Plan Spanish</a></p> | <p><b>Student/Teacher Contracts:</b> Written agreement of expectations between a student and a teacher directed toward motivating the student to accept accountability through self-reflection and awareness.</p> <p><b>Skill-Building Techniques:</b> Builds skills essential to a student’s success and accountability in school and community.</p>                              | <p><b>Restorative Conference:</b> A meeting between the student and those harmed by the student’s actions to deal with the wrongdoing and best decide on how to repair the harm</p> <p><b>Conflict Circles:</b> Used to resolve everyday conflicts among students by learning active listening, facilitation, and problem-solving skills. Using restorative questioning to navigate the circle process will help encourage student accountability and repair harm caused</p> |

| Level 1 Offenses<br>TEACHER MANAGED   | Level 2 Offenses<br>ADMINISTRATIVE REVIEW  | Level 3 Offenses<br>INTENSIVE INTERVENTIONS  |
|---|--|--|
| <p><b>Talking Circles:</b> Used to explore a topic and engage conversations to form bonds of trust inside the classroom. Talking circles do not address conflict and do not attempt to reach a consensus on a particular topic.<br/> <a href="#">English Template</a><br/> <a href="#">Spanish Template</a></p> <p><a href="#">English Script for Virtual</a><br/> <a href="#">Spanish Script for Virtual</a></p> <p><b>Community Circles:</b> Provides an opportunity to build positive relationships between students and the teacher. It is a structured process of communication that is designed to create a safe space for all voices to be heard.<br/> <a href="#">English Template</a><br/> <a href="#">Spanish Template</a></p> <p><a href="#">Resource Guide</a></p> <p><b>Cool-Down Spots:</b> Provides a space and an opportunity for the student to gather their thoughts, relax, and calm down. Helps students adhere to classroom norms and allows time for self-reflection.<br/> <a href="#">English Video</a><br/> <a href="#">Spanish Video</a></p> | <p><b>Optional Internal Mentor Assignment:</b> A staff member on campus that the student trusts will meet with him/her as needed</p> <p><b>Support Circles:</b> Address students' needs when issues arise. The agreements developed provide a plan of action for next steps on how to provide support moving forward</p> <p><b>Peer Conflict Circles:</b> Involves all students affected by the incident and provides an opportunity to problem-solve and mend relationships</p> <p><b>Family Conference Circles:</b> Includes family members and others who can "influence" the student</p> <p><b>(Including strategies in Level 1)</b></p> | <p><b>Internal Mentor Assignment:</b> A staff member on campus whom the student trusts and is willing to meet with routinely</p> <p><b>Reentry Circles:</b> Welcomes a student back into the school after a period of absence to help the student be successful. This process invites adults within the home school community to help create an action plan for the students' advancement and accountability moving forward</p> <p><b>(Including strategies in Levels 1 &amp; 2)</b></p> |



### FOR MORE INFORMATION ON RESTORATIVE PRACTICES

Contact Barbie Parham: [bparham@saisd.net](mailto:bparham@saisd.net)

Contact Desiree Carney: [dcarney1@saisd.net](mailto:dcarney1@saisd.net)

Office of Special Education Services: (210) 225-2406

Restorative Practices website: [umojacorporation.org/our-approach/restorative-justice/](http://umojacorporation.org/our-approach/restorative-justice/)

### CLASSROOM MANAGEMENT SYSTEM

Each teacher shall establish a classroom setting that implements effective classroom management practices, including rules or expectations for classroom behavior. Most student behavior can be managed in the classroom, and the establishment of an effective classroom management system should enhance student learning while decreasing violations of classroom rules and the Code of Conduct. Violations of classroom rules should first be viewed as an opportunity for teaching. The teacher **must** consider whether it is one student or many students who are not following a rule. If there are many students who are not adhering to the classroom expectation or rule, it is likely that the rule or expectation needs to be retaught, practiced, and then reviewed regularly until students are complying without frequent reminders. If it is a single student, then the student may require the rule to be retaught or more practice or a strategy in order to be able to meet expectations.

The teacher should consider whether the student has the skill or ability to comply with the rule that is being violated. For example, a student with a higher need for movement may have difficulty staying seated. Developmentally, boys have a greater need for movement while learning in the elementary years (Gurian, M., 2001). The teacher may need to develop some strategies that **provides students** the opportunity to move and still meet the expectations of the teacher. When a student violates a rule established by the teacher, the teacher will determine whether an office discipline referral is an appropriate response based on the severity of the behavior. Level I infractions are managed in the classroom and the teacher may document the behavior and strategies used to respond to the behavior, or the teacher may choose not to document the incident. A written discipline referral to the campus administrator shall not be required.

Teachers shall employ Positive Behavior Interventions and Supports (PBIS) or Restorative Practice strategies as recommended by SAISD. To the extent that there ever appears to be a conflict between PBIS rules/Restorative Practices strategies and the Student Code of Conduct, the Student Code of Conduct shall prevail.

**In alignment with TEC §38.036, teachers and administrators must implement trauma informed practices. Strategies for trauma informed practices are included in the table below. These classroom management strategies are grouped by the trauma informed strategy with which they are aligned.**

Classroom consequences are typically determined by the classroom teacher, while administrative consequences are determined by the campus administrator. The types and order of consequences are subject to teacher and administrator discretion, as applicable. School staff may use other consequences that are not listed below, as long as such consequences are clearly communicated to students prior to their use **and are not state or SAISD prohibited techniques**. School staff desiring additional resources for discipline management are encouraged to seek assistance from their campus PBIS team.

The following techniques may be used—alone, in combination, or as part of progressive interventions—for behavior prohibited by the Student Code of Conduct or by campus or classroom rules. The list below is not exhaustive. Please contact your campus behavior specialist, behavior coordinator, or PBIS team for additional responses, strategies, and techniques.

| Strategies  | Description  | Pre-Activity   | During Activity   | Post-Activity |
|---|--|--|---|---------------|
| <b>Trauma Informed Strategy:</b> Establish positive relationships with all students and cultivate those relationships daily |  |  |   |               |
| 2 Minute Connection<br><br><a href="#">English Video</a><br><br><a href="#">Spanish Video</a>                               | Students and teacher generate questions. When done daily, the students are able to quickly discover many things about one another.   | <ul style="list-style-type: none"> <li>Have students generate one question on index card 1x per week</li> </ul>  | <ul style="list-style-type: none"> <li>The students and teacher stand up, the teacher randomly draws 1 or 2 questions, the students then quickly answer the questions</li> <li>Allow for non-participation</li> </ul> |               |
| 60 Second Relate Break<br><br><a href="#">English Video</a><br><br><a href="#">Spanish Video</a>                            | Teacher builds a 60 second break into their classes to allow for students to discover more about their peers. Teacher and students answer questions generated by students and teacher. | <ul style="list-style-type: none"> <li>Determine format for soliciting responses</li> <li>Consider if will use as a state change activity</li> <li>Can use applied improv activities such as “Come over here if...”</li> </ul> | <ul style="list-style-type: none"> <li>Can be implemented between activities</li> </ul>   |               |

| Strategies   | Description   | Pre-Activity   | During Activity  | Post-Activity  |
|--|---|--|--|--|
| Ratio of Interactions<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>                  | Use of more positive (both contingent and non-contingent) interactions than negative/corrective interactions. Ideal ratio is 3 positive for every 1 negative/corrective interaction.  | <ul style="list-style-type: none"> <li>At least 3 to 1 ratio of positive interactions to corrective interactions</li> </ul>  | <ul style="list-style-type: none"> <li>Look for opportunities to recognize the whole class or individual students for demonstrating expected or desired behavior</li> </ul>                            | <ul style="list-style-type: none"> <li>Look for opportunities to recognize the whole class or individual students for demonstrating expected or desired behaviors</li> </ul>                                 |
| Respect Agreement or Norms<br><a href="#">Lesson Plan English</a><br><a href="#">Lesson Plan Spanish</a> | A tool used to help create a constructive cooperative classroom community.  | <ul style="list-style-type: none"> <li>Participate in Restorative trainings on establishing Norms-Restorative Respect Agreements for the classroom</li> <li>Prepare a lesson plan to discuss and define how the class will Treat and Respect each other (requires student input)</li> <li>Discuss what respect should look like in the classroom</li> <li>Allow enough time to complete the agreement</li> </ul> | <ul style="list-style-type: none"> <li>Implement lesson plan</li> <li>Respect Agreement Lesson Plan example:</li> </ul>  | <ul style="list-style-type: none"> <li>Teachers should review the agreement on a weekly basis.</li> </ul>  |
| 90 Second Spark<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>                        | Plan for positive interactions (sparks) to take place on a daily basis. Can be used as an activity when students enter the room. Provides a quick 90 second activity for students to interact teacher and peers in a positive manner. | <ul style="list-style-type: none"> <li>Determine how students will be greeted</li> </ul> Examples are: high five special handshake, question of the day  |  |  |
| 2:10 Scheduled Attention<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>               | Used to strengthen the relationship with a student.   | <ul style="list-style-type: none"> <li>Spend 2 minutes a day for 10 consecutive days having non-contingent conversation</li> <li>Use "I Notice Statements"</li> <li>Make unforced eye contact and positive body language that communicates trust and interest</li> <li>Use the student's name</li> </ul>   | <ul style="list-style-type: none"> <li>These conversations best occur outside of instructional time during transitions or before or after instruction</li> </ul>                                       |  |
| Restoration or Restitution<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>             | The student has the opportunity to repair or restore relationships where harm occurred  | <ul style="list-style-type: none"> <li>Explain the concept of restoration and let the student know that together the teacher and the student will develop a solution</li> </ul>  | <ul style="list-style-type: none"> <li>Ask the restorative questions associated with this strategy (see video link at left)</li> <li>Assist the student to devise a plan to repair the harm</li> </ul> | <ul style="list-style-type: none"> <li>Follow-up with the student on the progress of the restitution and any other actions that need to be taken as part of the student's plan to repair the harm</li> </ul> |

| Strategies   | Description   | Pre-Activity  | During Activity  | Post-Activity  |
|--|---|---|--|--|
| Talking Circle<br><a href="#">English Template</a><br><a href="#">Spanish Template</a><br><a href="#">English Script for Virtual</a><br><a href="#">Spanish Script for Virtual</a> | This is used to explore a topic and engage conversations to help bonds of trust in a classroom. Talking circles do not address conflict and do not attempt to reach a consensus on a topic. | <ul style="list-style-type: none"> <li>Participate in Restorative Circle training prior to facilitating a Talking Circle – It is recommended that teachers have exposure to circles during PLC’s and professional training prior to facilitating in the classroom</li> <li>Teachers should prepare a Circle lesson plan prior to the circle – organize 3-5 topic questions to discuss in the content portion and plan for 15-30 minutes to complete the circle</li> </ul> | <ul style="list-style-type: none"> <li>Follow each step of the lesson plan during the circle session.</li> <li>Talking Circle Lesson Plan Template:</li> <li>Talking Circle Lesson Plan example:</li> </ul>                        | <ul style="list-style-type: none"> <li>A follow-up circle is not required for Talking Circles as the topics do not address conflict or reach agreements. However, teachers may plan for a continuation of a particular topic if the students enjoyed the discussion in the circle.</li> </ul>              |
| Community Circle<br><a href="#">English Template</a><br><a href="#">Spanish Template</a><br><a href="#">English Resource Guide</a>   | This is used to build relationships and create supportive environments where people feel safe and have an opportunity to hold one another accountable.                                      | <ul style="list-style-type: none"> <li>Participate in Restorative Circle training prior to facilitating a Community Building Circle</li> <li>Teachers should prepare a Circle lesson plan prior to the circle – organize 3-5 topic questions to discuss in the content portion and plan for an entire class period to complete the circle</li> </ul>  | <ul style="list-style-type: none"> <li>Follow each step of the lesson plan during the circle session.</li> <li>Community Circle Lesson Plan Template:</li> <li>UMOJA Community Building Circle Resource Planning Guide:</li> </ul> | <ul style="list-style-type: none"> <li>A follow-up circle with the students may be necessary depending on the content. Teachers may plan for continuation of a topic if the students enjoyed the discussion in the circle</li> </ul>   |
| <b>Trauma Informed Strategy:</b> Establish clear, predictable routines, rules and expectations and implement them consistently   |   |   |  |  |
| Classroom Expectations<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>   | Classroom expectations describe specific and observable behavior that students are expected to exhibit.   | <ul style="list-style-type: none"> <li>Rules are aligned to campus guidelines</li> <li>Rules are clearly posted and visible from any location in the room</li> <li>Create 3-5 rules</li> <li>Rules are aligned to campus guidelines</li> </ul>  | <ul style="list-style-type: none"> <li>Embed reminder of rules into activities, especially rules that are particularly relevant for the activity or that students tend to have trouble following</li> </ul>                        | <ul style="list-style-type: none"> <li>Review rules daily or weekly, depending on how well the class is following the classroom rules</li> <li>Use class-wide motivation systems (these do not have to be incentive based) to further reinforce and acknowledge rule implementation by students</li> </ul> |
| Pre-Corrections<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>  | Teacher reviews behavioral expectations before a previously problematic activity/transition in an effort to increase the probability that appropriate behavior will occur.                  | <ul style="list-style-type: none"> <li>Review expectation for behavior</li> <li>Practice behavior if appropriate</li> </ul>   |  | <ul style="list-style-type: none"> <li>If problematic behavior occurred during activity, consider reteaching and practicing expected behavior</li> </ul>   |
| Behavior Contract<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>  | Clearly delineates what student or teacher are each willing to do   | <ul style="list-style-type: none"> <li>The teacher and student together determine the goal and what each is willing to do to help the student reach the goal</li> </ul>   | <ul style="list-style-type: none"> <li>Ensure regular review of the contract with the student before or after class. Recognize progress and achievements.</li> </ul>   | <ul style="list-style-type: none"> <li>Discuss any areas where the student is continuing to struggle, consider if more support is needed.</li> </ul>   |

| Strategies   | Description  | Pre-Activity   | During Activity   | Post-Activity  |
|--|--|--|---|--|
| Self-Monitoring<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>                              | Builds independence for student's own regulation of emotion behavior   | <ul style="list-style-type: none"> <li>— The teacher and student identify and define what the target behavior looks like</li> <li>— Determine how the student will self-monitor the behavior</li> </ul>  | <ul style="list-style-type: none"> <li>— Ensure implemented consistently, the teacher should take data intermittently and compare their data to the student's data</li> </ul> | <ul style="list-style-type: none"> <li>— If the data the teacher and student collect do not agree, adjust data collection and monitoring accordingly</li> </ul>  |
| <b>Trauma Informed Strategy:</b> Provide opportunities for student choice and control                          |  |  |   |  |
| Offer Choices<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>                                | Provide the student the opportunity to choose between two or more choices and then honor the choices the student makes. Some examples are what activity the student wants to engage in, the way in which the student engages in the work, or where the student works such as room location or seat choice. | <ul style="list-style-type: none"> <li>— Determine in advance what choices will be offered</li> <li>— Determine any factors the student should be aware of regarding the choices offered. For example, if allowing the student to choose where to sit, ensure the student knows which locations are allowable</li> </ul> | <ul style="list-style-type: none"> <li>— Provide the student with the choices and allow the student to choose – honor the choice the student makes</li> </ul>                 | <ul style="list-style-type: none"> <li>— Choices should be neutral when possible. Avoid using one choice that is punitive and one choice that is the choice the adult wants the student to choose</li> </ul>   |
| <b>Trauma Informed Strategy:</b> Use praise and reinforce positive, desired behaviors                          |  |  |   |  |
| Praise<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>                                       | The teacher recognizes students who are modeling the desired behavior.   | <ul style="list-style-type: none"> <li>— Determine the behavior that will be expected and targeted</li> <li>— Teach or review the expected behavior with students</li> </ul>   | <ul style="list-style-type: none"> <li>— Use verbal (not necessarily oral) acknowledgment for students exhibiting the targeted behavior</li> </ul>                            | <ul style="list-style-type: none"> <li>— Teacher can use a class-wide acknowledgment after completion of the activity to recognize the class</li> </ul>  |
| Class-Wide Motivation System<br><a href="#">English Flipbook Link</a><br><a href="#">Spanish Flipbook Link</a> | Recommend use of at least one class-wide motivation system. Motivation systems do not have to reward based. These systems help to acknowledge and reinforce class-wide expectations.   | <ul style="list-style-type: none"> <li>— Motivation systems are taught and practiced so that students understand how they work</li> <li>— System can be easily seen</li> <li>— Examples include: Mystery Behavior of the Day, BINGO, tracking system that leads to class activity once goal achieved</li> </ul>          | <ul style="list-style-type: none"> <li>— Consistent implementation of the system as described by the teacher, taught and practiced with the class</li> </ul>                  | <ul style="list-style-type: none"> <li>— Follow through on system. For example if using the Mystery Behavior of the Day, ensure that the class is polled for what they think the mystery behavior was and then recognize the class for exhibiting the behavior and guessing correctly.</li> <li>— Recognition could be a cheer, a virtual high five, a preferred activity, or something like a marker or other tracking system to see how many times the class guesses the behavior correctly over time</li> </ul> |

| Strategies  | Description  | Pre-Activity   | During Activity  | Post-Activity  |
|---|--|--|--|--|
| <b>Trauma Informed Strategy:</b> Plan for changes and transitions and anticipate student responses                    |  |  |  |  |
| Visual Cues<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>   | Teacher uses picture cards, signs or posters that depict the expectations for the activity/transition.   | <ul style="list-style-type: none"> <li>Pre-teach the visual cue and practice with the student</li> </ul>   | <ul style="list-style-type: none"> <li>Implement visual cues during activities when needed to support behavior</li> </ul>  | <ul style="list-style-type: none"> <li>Check-in with student to ensure the student found the cue to be helpful or to see what adjustments are needed</li> </ul>  |
| Attention Signal<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>                                    | Teacher uses attention signal to focus the class on the teacher and to prepare students for important information or the next activity.                          | <ul style="list-style-type: none"> <li>Ensure that most attention signals have a auditory, oral and movement component</li> <li>Ensure that most attention signals are portable (can be used in many locations)</li> </ul>   | <ul style="list-style-type: none"> <li>Be consistent in when and how attention signals are used</li> <li>Ensure students have had multiple opportunities to review and practice signals prior to use</li> <li>Immediately correct or reteach if 90% of students do not implement correctly</li> </ul>  |  |
| <b>Trauma Informed Strategy:</b> Provide options and spaces to allow students to calm and regain emotional regulation |  |  |  |  |
| Cool Down Area, Think Space, Cooling-Off Time<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>       | Create spaces where students can adjust emotional regulation and reduce emotional stress.  | <ul style="list-style-type: none"> <li>These spaces, are not intended to be punitive. Going to cool down should never be put in an aversive context or used as a threat</li> <li>Identify where students can cool down or take a break</li> <li>If allocating space in the classroom, consider adding some activities that promote calmness</li> <li>Pre-teach expectations for use of cool-down area</li> </ul> | <ul style="list-style-type: none"> <li>When students ask to go to the cool down area, do not withhold permission if at all possible</li> <li>Allow students to access the cool down area when needed throughout the day. Some students may require prompting. Students should never be forced to use the space</li> </ul>                      | <ul style="list-style-type: none"> <li>Check in with students occasionally to determine if the cool down strategies and identified space(s) is working for students. Adjust as necessary.</li> </ul>                                   |
| <b>Trauma Informed Strategy:</b> Use respectful language and tone   |  |  |  |  |
| Private Discussion<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>                                  | Teacher speaks to the student quietly about expectations for behavior so that other students are not privy to the conversation                                   | <ul style="list-style-type: none"> <li>For students that are anxious, explain the strategy and privately practice through role play multiple times in advance</li> </ul>   | <ul style="list-style-type: none"> <li>Use a quiet calm voice</li> <li>Can be implemented at desk or if student prefers, at pre-determined location in the classroom</li> <li>Do not use for students who find this aversive and it actually leads to escalation of behavior. For these students, proximity control may work better</li> </ul> | <ul style="list-style-type: none"> <li>Discuss further with the student if needed</li> </ul>   |
| Restorative Chat<br><a href="#">English Template</a><br><a href="#">Spanish Template</a>                              | A private discussion after a minor behavior incident. This style is used to help guide a student through reflection, encourage problem solving, and cooperation. | <ul style="list-style-type: none"> <li>A Restorative chat occurs when a student has been through a cool-down period</li> <li>Use "I Statements" to encourage a positive conversation with the student</li> </ul>   | <ul style="list-style-type: none"> <li>Follow the guided restorative questions during each chat session and take notes if necessary</li> <li>Restorative Guided Questions:</li> </ul>  | <ul style="list-style-type: none"> <li>A follow-up conversation with the student should take place no longer than a week after the initial chat occurred to encourage student cooperation and to provide continual support.</li> </ul> |

| Strategies  | Description  | Pre-Activity  | During Activity   | Post-Activity  |
|---|--|---|---|--|
| Redirection<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>           | Teacher gently guides the students directly, briefly and explicitly back to what he or she should be doing.  |   | <ul style="list-style-type: none"> <li>— Be brief</li> <li>— State the expected behavior</li> <li>— Can use hand signals or proximity instead of oral redirection</li> </ul>                    | <ul style="list-style-type: none"> <li>— For students that require frequent redirection consider pairing with a self-monitoring system</li> </ul>                      |
| <b>Other classroom management strategies:</b>   |  |   |   |  |
| State Changes<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>         | Short activities, movement, or slight shift in activity that constitute a change in the current physical or mental state to improve sustained attention. | <ul style="list-style-type: none"> <li>— Practice state changes, for example, if the state change activity is to wiggle in your chair, define acceptable wiggling and practice.</li> </ul>  | When more than 10% of the class is off-task or appears inattentive and the time on task exceeds the attention span for the age range, use a state change to improve attention and concentration | <ul style="list-style-type: none"> <li>— If state change activity did not go as expected, reteach and review the expectations for the state change activity</li> </ul> |
| Proximity Control<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>     | Use of physical proximity to the student to redirect off-task or inappropriate behavior.   | <ul style="list-style-type: none"> <li>— Best used for minor misbehavior such as talking out of turn</li> </ul>   | <ul style="list-style-type: none"> <li>— Move to close to the student(s) of focus, the closer the teacher stands to the student the greater the influence on behavior</li> </ul>                |  |
| Seating Change<br><a href="#">English Video</a><br><a href="#">Spanish Video</a>        | Provides optimal seating based on students' unique needs. Consider student personalities and working styles.   | <ul style="list-style-type: none"> <li>— Consider where each student will best perform and adjust seating accordingly</li> <li>— Consider if any students with IEPs or 504 plans have preferential seating in their plan</li> </ul> |   | <ul style="list-style-type: none"> <li>— Periodically check with students to see if they feel the seating arrangement is effective for them</li> </ul>                 |
| Reflective Journaling<br><a href="#">English Video</a><br><a href="#">Spanish Video</a> | Promotes student accountability, metacognition, and practice critical thinking and writing.  | <ul style="list-style-type: none"> <li>— Individualized based on the targeted behavior</li> </ul>   |   | <ul style="list-style-type: none"> <li>— After activity or instruction, have the student write a short reflection about behavior, feelings or reactions</li> </ul>     |

### SAISD Prohibited Techniques

SAISD prohibits actions that affect a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment. In general, employees shall avoid techniques which may cause physical or emotional harm or distress, even if the employee is not in physical contact with the student. Some unallowable punishment techniques for behavior violations may include, but not be limited to, the following examples:

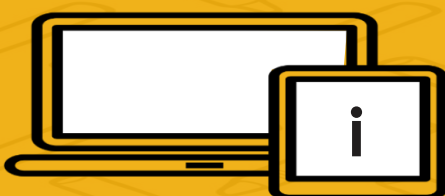
- Requiring a student to stand for a period of time without sitting
- Requiring a student to stand and hold books for a period of time without relief
- Requiring a student to engage in physical activity as a discipline technique
- Subjecting a student to ridicule
- Requiring a student to write lines
- Ordering a student to leave the classroom without a discipline referral
- Requiring the student to work in an unsupervised setting
- Denying a student access to lunch, prescribed medication, or bathroom breaks
- Corporal punishment

*Note: The principal shall delineate other discipline techniques that are considered inappropriate on the campus. A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property. A student shall be treated fairly and equitably. Report violations to the campus principal.*

### Prohibited Aversive Techniques

HB 3630 and Senate Bill 172 prohibit a District employee, volunteer, or independent contractor from using an aversive technique or causing an aversive technique to be used on a student. Aversive techniques — defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain — are prohibited for use with students. Report violations to the campus principal. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by District policy (see policy FO[LOCAL])
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face
- Restricting the student's circulation
- Securing the student to a stationary object while the student is standing or sitting
- Inhibiting, reducing, or hindering the student's ability to communicate
- Using chemical restraints
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP)



#### FOR MORE INFORMATION ON MANAGEMENT STRATEGIES

Contact Dr. Alisa Montemayor: [amontemayor1@saisd.net](mailto:amontemayor1@saisd.net)

Contact the campus behavior specialist

Office of Special Education Services: (210) 354-9565

Websites with resources: [pbisworld.com/](http://pbisworld.com/) and [behaviordoctor.org/material-](http://behaviordoctor.org/material-)




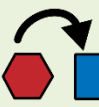

**Parent Resources**


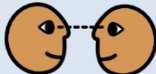

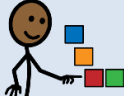




The resources in this section provides parents with evidence-based strategies that can be used in the home. These strategies can help with building positive relationships in the home while teaching children appropriate behaviors to display at home, school, and in the community. The table below includes strategies that can be used with desired and undesired behaviors, along with a video example on how to use the strategy. All strategies listed can be used with all ages of children.


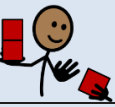

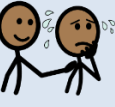

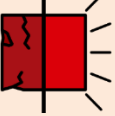




The strategies listed below are the same strategies listed in the *Classroom Management* section (add page number) that are used by teachers to help children be successful in school. Using the same strategies in the home will help children understand that the same expectations are required in the home as in school and provides some consistency between the home and school.

San Antonio ISD is committed to creating a positive experience for students in school and supporting parents with resources to assist their children outside of school in being successful. In addition to the strategies that can be used in the home there are opportunities provided by the Office of Family and Community Engagement. There are monthly virtual parent sessions on a variety of topics for one hour known as "Family "Power Hour", offered in English and Spanish. Please visit <https://www.saisd.net/page/parenttraining> for information on upcoming sessions. For further guidance and support, please contact your campus administrator or school counselor.

**Strategies to Use at Home**

| Strategies  | Description  | How to Do  | Purpose  | Additional Resources                               |
|---|--|--|--|--|
| Use these strategies when your child is displaying appropriate (wanted) behaviors:                                  |  |  |  |  |
| <b>Motivation</b><br>             | Encourages a child to complete a task by offering something of interest or by using encouraging words.                                   | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Helps to meet goals<br>-Reinforces appropriate behavior<br>-Builds positive relationships   | <a href="#">English</a><br><a href="#">Spanish</a> |
| <b>Praise</b><br>                | Demonstrates parent’s approval of a child’s positive behavior.   | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | — Encourages your child to exhibit the positive behavior in the future<br>—Reinforces appropriate behavior<br>—Builds positive relationships |  |
| <b>Ratio of Interactions</b><br> | Provides the child with 3 positive connections with a parent for every corrective interaction by the parent.                             | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Builds positive relationships<br>-Encourages appropriate behavior<br>-Promotes a positive home environment                                  | <a href="#">English</a><br><a href="#">Spanish</a> |
| <b>State Changes</b><br>         | Provides an opportunity for a child to participate in a fun activity in between tasks.   | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Re energizes<br>-Reduces frustration<br>-Increases attention  | <a href="#">English</a><br><a href="#">Spanish</a> |
| <b>Timers</b><br>                | Provides a visual countdown by using a timer/clock from a specified time to help a child self monitor when completing a task.            | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Helps to keep track of time<br>-Provides predictability and structure   | <a href="#">English</a><br><a href="#">Spanish</a> |
| <b>2-Minute Connection</b><br><b>2</b>  | Provides an opportunity for positive communication between a child and a parent for 2-minutes with a focus on building the relationship. | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Builds positive relationships<br>-Improves communication skills   | <a href="#">English</a><br><a href="#">Spanish</a> |

| Strategies   | Description   | How to Do  | Purpose  | Additional Resources   |
|--|---|--|--|--|
| Use these strategies when your child is displaying appropriate (wanted) behaviors:                                   |   |  |  |  |
| <b>60-Second Break</b><br><br><b>60</b>  | Provides a child a quick break while working on a long task or activity.  | <a href="#">English Version</a><br><br><a href="#">Spanish Version</a> | -Re energizes<br>-Helps to stay focus<br>-Helps to decrease stress and frustration during a difficult task or activity | <a href="#">English</a><br><a href="#">English</a><br><a href="#">Spanish</a><br><a href="#">Spanish</a> |
| <b>Quick Spark</b><br><br><b>90</b>  | Provides parents with a simple approach to interact with their child in a positive way.   | <a href="#">English Version</a><br><br><a href="#">Spanish Version</a> | -Reenergizes the child<br>-Maintains focus task<br>-Builds positive relationships                                      | <a href="#">English</a><br><br><a href="#">Spanish</a>   |
| <b>2:10 Attention</b><br><br>       | Provides an opportunity for a parent to schedule attention with their child consistently for 10 days for at least 2 minutes per day.  | <a href="#">English Version</a><br><br><a href="#">Spanish Version</a> | -Encourages positive relationships<br>-Builds communication skills<br>-Provides structured attention                   |  |
| Use these strategies when your child is displaying inappropriate (unwanted) behaviors:                               |   |  |  |  |
| <b>Attention Signal</b><br><br>     | Assists with getting a child's attention when a parent has something to say or need to correct a behavior.  | <a href="#">English Version</a><br><br><a href="#">Spanish Version</a> | -Helps to refocus attention<br><br>-Encourages desirable behavior  | <a href="#">English</a><br><br><a href="#">Spanish</a>   |
| <b>Behavior Contract</b><br><br>  | Provides a written agreement between a parent and child that focuses on positive behaviors the parent desires from the child  | <a href="#">English Version</a><br><br><a href="#">Spanish Version</a> | -Sets expectations<br><br>-Promotes accountability<br><br>-Focuses on positive behavior                                | <a href="#">English</a><br><br><a href="#">Spanish</a>   |
| <b>Offering Choices</b><br><br>   | Provides an opportunity for options and opportunity to make good choices.   | <a href="#">English Version</a><br><br><a href="#">Spanish Version</a> | -Increases appropriate behavior<br><br>-Encourages decision making   | <a href="#">English</a><br><br><a href="#">Spanish</a>   |
| <b>Precorrection</b><br><br>      | Reminds the child of the desired behavior expectations to prevent undesired behavior.   | <a href="#">English Version</a><br><br><a href="#">Spanish Version</a> | -Increases desired behavior<br><br>-Decreases undesired behavior<br><br>-Sets expectations                             | <a href="#">English</a><br><br><a href="#">Spanish</a>   |
| <b>Proximity Control</b><br><br>  | Encourages a child to remain on task by standing or moving close to the child   | <a href="#">English Version</a><br><br><a href="#">Spanish Version</a> | -Provides self-regulation<br>-Helps to stay on task<br>-Increases likelihood of wanted behavior occurring              | <a href="#">English</a><br><br><a href="#">Spanish</a>   |
| <b>Private Discussion</b><br><br> | Provides an opportunity for a parent to have a private discussion with their child about an undesired behavior and provides an opportunity for the child to correct the behavior. | <a href="#">English Version</a><br><br><a href="#">Spanish Version</a> | -Helps to correct behavior<br>-Builds positive relationship<br>-Decreases undesired behavior                           | <a href="#">English</a><br><br><a href="#">Spanish</a>   |
| <b>Redirection</b><br><br>        | Corrects an undesired behavior by directing the child to a desired behavior.  | <a href="#">English Version</a><br><br><a href="#">Spanish Version</a> | -Sets expectations<br>-Encourages desired behavior<br>-Helps to stay focus   | <a href="#">English</a><br><br><a href="#">Spanish</a>   |

| Strategies   | Description  | How to Do  | Purpose   | Additional Resources  |
|--|--|--|---|---|
| Use these strategies when your child is displaying inappropriate (unwanted) behaviors:                                 |  |  |   |   |
| <b>Setting Expectations</b><br>       | Helps a child understand what desired behaviors are expected in the home.  | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Decreases undesired behavior<br>-Promotes responsibility & accountability<br>-Decreases confusion          | <a href="#">English</a><br><a href="#">Spanish</a>  |
| <b>Setting Limits</b><br>             | Provides boundaries and structure for a child to support positive behavior.  | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Sets expectations<br>-Teaches responsibility<br>-Encourages self-regulation                                | <a href="#">English</a><br><a href="#">Spanish</a>  |
| <b>Visual Cues</b><br>                | Provides visual direction by using pictures, objects, and gestures to communicate with a child.                              | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Provides structure<br>-Helps to stay on task<br>-Helps with understanding                                  | <a href="#">English</a><br><a href="#">Spanish</a>  |
| <b>Cool Down Area</b><br>             | Provides a safe place where a child can go to calm down when feeling frustrated or upset.                                    | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Provides opportunity to calm down<br>-Helps with self-regulation<br>-Helps with Identifying emotions       | <a href="#">English DIY Items</a><br><a href="#">English Making Sensory Bottle</a><br><a href="#">Spanish DIY</a><br><a href="#">Spanish Making a Calm Area</a> |
| Other strategies:  |  |  |   |   |
| <b>Family Agreement</b><br>         | Helps build trust and gain cooperation within the family and appropriate for all school-aged children                        | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Maintains positive relationships<br>-Encourages self-regulation  | <a href="#">English</a><br><a href="#">Spanish</a>  |
| <b>Restorative Chat</b><br>         | Helps individuals properly manage conflict using guided questions to navigate the conversation.                              | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Maintains positive relationships<br>-Encourages self- reflection   | <a href="#">English</a><br><a href="#">Spanish</a>  |
| <b>Family Circle</b><br>            | Helps create a safe space that allows everyone to share concerns and addresses individual needs using open dialogue.         |  | -Maintains positive relationships<br>-Encourages self-regulation  | <a href="#">English</a><br><a href="#">Spanish</a>  |
| <b>Mood meter</b><br>               | Provides an opportunity for a child to communicate their social and emotional feelings with their parent throughout the day. | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Helps identify feelings<br>-Allows predictability<br>-Provides opportunity to address concerns             | <a href="#">English</a><br><a href="#">Spanish</a>  |
| <b>Routines &amp; Structure</b><br> | Provides structure, consistency and predictability within the home.  | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | -Provides predictability<br>-Helps with expectations<br>-Provides a sense of security and control           | <a href="#">English</a><br><a href="#">Spanish</a>  |
| <b>Journaling</b><br>               | Assists your child to process feelings and voice their ideas while building on their writing skills.                         | <a href="#">English Version</a><br><a href="#">Spanish Version</a> | - Helps child to label and process their emotion<br>-Improves confidence<br>-Increases communication skills | <a href="#">English</a><br><a href="#">Spanish</a>  |

# SECTION II:

## SUSPENSION: CAUTIONS & ALTERNATIVES

### The Disproportionate Use of Suspension

In addition to the research on the general effects of the overuse of suspension on students and school climate, there has also been further efforts to understand how the overuse of suspension relates to equity among distinctive populations of students. Educational researchers have sought to understand which particular groups of students have been affected by the disproportionate use of exclusionary disciplinary practices and what the implications are for both the educational system and society at large. According to the US Department of Education's Office for Civil Rights brief on school discipline from March 2014, certain national trends have been identified, including:

1. African American students being the recipients of exclusionary discipline practices at a rate that is three times higher than their white counterparts (16% to 5%, respectively)
2. Students with disabilities being suspended at a rate that is more than twice that of their nondisabled peers (13% to 6%, respectively)
3. Boys accounting for 72% of the recipients of multiple out-of-school suspensions despite comprising 51% of the student population

In a separate study, approximately 40% of LGBTQ students reported being the recipient of exclusionary disciplinary practices (GLSEN, 2016). Another study found that the rate of suspension rose to 34% for African American male students with disabilities compared to 23% of African American males overall (Barshay, 2018), illustrating the discipline gaps that exist when categories such as race and disability are layered upon each other.

Due to the risk of disproportionate use of suspension or expulsion and the increased risk to an individual student who falls into multiple categories for risk, it is important for school staff to be aware of the following and the impact on disproportion:

1. **Implicit Bias** — Implicit bias describes the way in which people adhere to certain attitudes, beliefs, or stereotypes about other people even without their own conscious knowledge. For teachers, these biases can manifest itself in how they view their students in terms of academics or behavior. For example, one researcher found that when asked about any given African American student, a white teacher was 30% less likely than their African American colleague to predict positive postsecondary outcomes (Flannery, 2015). Another study found that teachers were more likely to respond negatively to reported behaviors if the accompanying name was stereotypically African American (NAACPLDF, 2017). (In case you would like to explore the concept of implicit bias more, here is a link to a test by Harvard University that will help you understand or identify your own implicit bias: <https://implicit.harvard.edu/implicit/takeatest.html>.)
2. **Vulnerable Decision Point** — Along with implicit bias comes the theory of the Vulnerable Decision Point (VDP). In the educational setting, a VDP is a situation when racial bias is most likely to affect disciplinary decision-making. According to one study, VDP plays a particularly important role when the student behavior is subjective in nature (e.g., “defiance” or “disrespect”). In these cases, one analysis of Texas schools indicated that African American students were disciplined for discretionary violations at a 31% higher rate than their white counterparts (Girvan et al., 2016).
3. **Stress** — Another factor that can affect students behaviorally is how the classroom environment is shaped by the teacher's emotional well-being. An analysis of students in classroom with high reported levels of both internal and external stressors for teachers showed a corresponding increase in learning and behavior problems for the participants (Milkie and Warner, 2011).

## Possible Negative Effects of Suspension

As a district whose core values include being student centered, it is important that the consequences that accompany any disciplinary action are focused on creating learning opportunities for the student. Therefore, it is important that we fully seek to keep students in class and engaged in the learning environment.

According to research data, excessive use of out-of-school suspension (OSS) can have wide-ranging negative effects on the student's academic and behavioral performance. Suspensions can result in chronic absences, and the loss of instructional time can result in lower performance in class, which in turn widens the achievement gap (Justice Center, 2014). A single out-of-school suspension in ninth grade is associated with a 50% increase in dropping out and a 19% decrease in enrollment in postsecondary education (Balfanz et al., 2015). Each suspension a student receives reduces their likelihood of graduation by 12% (Alliance for Excellent Education, 2016). Students who drop out are eight times more likely to be incarcerated than students who graduate. Students suspended are at greater risk for developing antisocial behavior one year later (Lee et al., 2011). Repeated use of OSS as a consequence can be detrimental to the overall school climate. Suspension in the first quarter of the school year significantly increases the likelihood of additional suspensions during the school year (Massar et al., 2015).

It is important that schools seek to utilize alternatives to suspension to assure that the student has continued access to quality instruction and to avoid any negative effects that accompany being away from the classroom. In the table below, proven alternatives to suspension are provided. In addition, the restorative and/or education value of each consequence is outlined, as well as any special considerations schools should weigh when choosing a consequence.

The District shall not use out-of-school suspension for students below grade 3 or homeless unless the conduct meets the requirements established in law.

A student below grade 3 or homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The District shall use a positive behavior program as a disciplinary alternative for students below grade 3 or homeless who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.



### FOR MORE INFORMATION ON DISPROPORTION

Contact Beth Jones: [ejones@saisd.net](mailto:ejones@saisd.net)

Contact Darnell White: [dwhite@saisd.net](mailto:dwhite@saisd.net)

Office of Student Behavior: (210) 354-9565

## Alternatives to Suspension

This table provides a series of alternatives to suspension, but it is not a complete list. Please consult the campus behavior specialist, behavior coordinator, or Licensed Specialist in School Psychology for more responses, interventions, or strategies.

| Alternative                     | Offense Level | Restorative/Academic Benefit  | Factors to Consider   |
|---------------------------------|---------------|---|---|
| Reflection Journaling           | 1             | <ul style="list-style-type: none"> <li>–Promotes student accountability</li> <li>–Promotes metacognition</li> <li>–Practice writing for critical thinking</li> </ul>  | Individualize based on the offense (e.g., classroom disruption, profanity, or social/ emotional conflicts)  |
| Loss of Privileges              | 1             | <ul style="list-style-type: none"> <li>–Promotes student accountability</li> <li>–Reinforces understanding of consequences to help students learn the value of respect and cooperation in the classroom</li> </ul>  | Activities associated with guaranteed services (e.g., Gifted/Talented classes, Special Education) cannot legally be withheld  |
| Parent Conference               | 1             | <ul style="list-style-type: none"> <li>–Increases stakeholder involvement to encourage relationship building</li> <li>–Promotes student cooperation without disrupting learning process</li> </ul>  | Can be held in person or via phone  |
| Check-in/ Check-out             | 1             | <ul style="list-style-type: none"> <li>–Encourages student attendance on campus while verifying their emotional well-being on a daily basis to encourage cooperation</li> <li>–Promotes personal responsibility in maintaining schedules &amp; time management</li> </ul> | <ul style="list-style-type: none"> <li>–Which campus stakeholder will be involved to monitor and provide follow-up?</li> <li>–Stakeholder does not necessarily need to be a teacher</li> </ul>                              |
| Restitution (Repair Harm)       | 2             | <ul style="list-style-type: none"> <li>–Provides opportunity for conflict resolution &amp; problem-solving</li> <li>–Promotes accountability through process of repairing harm</li> </ul>   | Student needs to be willing to participate in this process, and parent participation should be considered   |
| Peer Resolution/ Circles/ Chats | 3             | Upperclassmen can help guide lowerclassmen on how to overcome challenges related to recent experiences by provided conflict resolution and problem-solving techniques on campus   | When the student is refusing to cooperate using other approaches, this strategy is necessary in conjunction with additional methods to provide additional guidance for students in need of further support                  |
| Detention or "Time Owed"        | 1             | <ul style="list-style-type: none"> <li>–Supports restitution by allowing time for the student to reflect on his/her actions</li> <li>–Encourages student cooperation on campus</li> </ul>   | <ul style="list-style-type: none"> <li>–Campus needs to notify parent for awareness and support</li> <li>–Procedures need to be highly structured (e.g., students need to be escorted to after-school detention)</li> </ul> |
| Parental Support                | 1-2           | <ul style="list-style-type: none"> <li>–Opportunity to invite parents/guardians to help support/address student misconduct</li> <li>–Encourages student cooperation &amp; problem-solving</li> </ul>  | This process can also be put in place through a home visit  |

| Alternative                | Offense Level | Restorative/Academic Benefit  | Factors to Consider   |
|----------------------------|---------------|---|---|
| Home Visits                | 1-2           | <ul style="list-style-type: none"> <li>—Encourages family support to help address behavior concerns in an attempt to improve student cooperation on campus</li> <li>—Respects parents by taking on the onus of having to travel to engage in problem-solving</li> </ul>                                 | Home visits are more successful when done after school or on the weekend  |
| Counseling                 | 1-3           | <ul style="list-style-type: none"> <li>—Provides additional support and guidance by offering a safe place for students to understand their needs to enhance cooperation</li> <li>—Improves problem-solving skills</li> <li>—Develops coping skills while in school</li> </ul>                           | This strategy is necessary in conjunction with additional methods to provide additional guidance for students in need of further support  |
| Behavior Contract          | 2             | Provides students with individualized support to help encourage accountability, improve relationships with teachers and administration, and improve emotional awareness   | <ul style="list-style-type: none"> <li>—Support and awareness from parents is crucial</li> <li>—Parents and students should be involved in the creation of the contract</li> </ul>  |
| Administrative Conference  | 2             | Provides a school authority structure for the purpose of maintaining a safe place for students to learn and grow while encouraging student cooperation by developing problem-solving and conflict resolution skills   | <ul style="list-style-type: none"> <li>—Parent and student need to have a low-risk environment for the conference</li> <li>—Maintaining dignity and respect is paramount</li> </ul>   |
| Daily Behavior Report Card | 2             | <ul style="list-style-type: none"> <li>—Provides students with individualized support to help encourage accountability</li> <li>—Increases academic motivation</li> <li>—Provides consistency for the student on a daily basis through managing conflict and considering emotional awareness</li> </ul> | Student buy-in/commitment is crucial for this intervention  |
| In-School Suspension       | 2-3           | Provides a cool-down period where the student can reflect on the consequences of his/her actions while encouraging student cooperation and problem-solving skills while in school   | <ul style="list-style-type: none"> <li>—This strategy is necessary in conjunction with additional methods to provide additional guidance for students in need of further support. Like OSS, OCI is considered out-of-school placement.</li> <li>—Number of days must be tracked and registered appropriately. Continued provision of services to students with disabilities must be addressed.</li> </ul> |

| Alternative   | Offense Level | Restorative/Academic Benefit   | Factors to Consider  |
|---|---------------|--|--|
| Referral to Social Worker                           | 2-3           | <ul style="list-style-type: none"> <li>—Offers additional support for overall student health &amp; emotional well-being to help strengthen academic performance by recommending supplemental resources as needed for the student &amp; family</li> <li>—Provides opportunity to address root causes for behavior that may be influenced by outside conditions or events</li> </ul> | <p>This strategy is necessary in conjunction with additional methods to provide additional guidance for students in need of further support</p>  |
| Behavior Mentoring                                  | 2-3           | <ul style="list-style-type: none"> <li>—Provides opportunity for relationship building by pairing student with caring adult on campus to make them feel welcome &amp; wanted while in school</li> <li>—Improves overall academic performance through conflict resolution and problem-solving techniques that can be offered during weekly sessions</li> </ul>                      | <ul style="list-style-type: none"> <li>—This strategy is necessary in conjunction with additional methods to provide additional guidance for students in need of further support</li> <li>—The selection of the mentor is important</li> <li>—Each mentor needs an orientation regarding their roles and responsibilities</li> </ul> |
| Consult with the Campus Behavior Specialist or LSSP | 1-3           | Provides opportunity for adults to consult together to develop an effective intervention strategy  | At elementary the behavior specialist can consult on a general education only student or a student with an IEP; at secondary campuses they can only consult on students with IEPs  |



### FOR MORE INFORMATION ON SUSPENSIONS/ALTERNATIVES

Contact Beth Jones: [ejones@saisd.net](mailto:ejones@saisd.net)

Contact Barbie Parham: [bparham@saisd.net](mailto:bparham@saisd.net)

Contact Darnell White: [dwhite@saisd.net](mailto:dwhite@saisd.net)

Office of SEAD & Restorative Practices: (210) 354-9565

# SECTION III: STUDENTS WITH DISABILITIES

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, state and/or federal law will prevail. A student with a disability is one who currently has an Individualized Education Plan (IEP), Section 504 Plan, or suspected disability.

## **Protection for Children Suspected but Not Yet Determined Eligible for Special Education or Section 504**

If the school had knowledge that the student is a child with a disability before the behavior that resulted in the disciplinary action, then the student has all the rights and protections that a student with a disability would have under the Individuals with Disabilities Education Act (IDEA) or Section 504.

A school is considered to have prior knowledge if:

- parent expressed concerns in writing to an administrator/teacher that the student is in need of Special Education services;
- a request for an evaluation was made; or
- a teacher or other school personnel expressed specific concerns about a pattern of behavior to the Special Education director or other supervisory personnel.

If the student is subject to disciplinary measures while in the process of an initial evaluation, the student must remain in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.

## **Discipline Procedures**

In deciding whether to use restorative practices, suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the District will take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. The campus behavior coordinator should seek assistance from the LSSP and/or Special Education monitoring teacher to gain a better understanding of the student's disability and its manifestation.

### **Removal: No Change of Placement**

If a student with an IEP or Section 504 Plan violates the District Student Code of Conduct, it would not be considered a change of placement for the school to remove the child from the current placement for 10 school days or fewer per school year, just as it does when disciplining children without disabilities. The school is not required to provide educational services during these short-term removals unless services are provided to children without disabilities. If the school chooses to suspend a child, under state law, the suspension may not exceed three school days. If a child is removed from his or her current placement for 10 school days in a school year, the child has additional rights during any subsequent days of removal. If the subsequent removal is for not more than 10 consecutive school days and is not a change in placement, school personnel, in consultation with at least one of the child's teachers, must determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals/expectations set out in the child's IEP/504 Plan.

### Removal: Change of Placement

A student with an IEP or Section 504 Plan is considered to have a change of placement if the removal is for more than 10 consecutive school days or if a series of shorter removals totaling more than 10 cumulative school days constitute a pattern. A full- or partial-day suspension from school, in-school suspension resulting in the student not receiving the full minutes of service promised in the IEP or suspension from transportation as a related service constitutes one removal for each day assigned. Once a student reaches 10 days of removals, whether partial or full day, a Manifestation Determination Review ARD meeting (MDR) must be held. At the MDR ARD, the committee must determine if the removals constitute a pattern by considering whether the child's behavior is substantially similar to the behavior in previous incidents that resulted in the series of removals, the length of removal, and/or proximity of removals to one another. Removals are accrued when the disciplinary action resulted in a removal of Special Education services for all or part of the day. If a pattern is established, the student cannot be subjected to additional similar removals for the remainder of the school year.

When students have accrued 10 days of removals and the MRD ARD Committee determines that the removals constitute a pattern, the committee should determine what other supports and services can be provided to address the behavior that is causing the student to be subject to the removals. The ARD Committee should consider the Functional Behavior Assessment (FBA), the behavior intervention plan (BIP), goals and objectives, supplementary aids and services, and if applicable, the Autism Supplement. The school may contact the Special Education director assigned to their campus, the LSSP, or the behavior specialist for additional guidance on alternatives to suspension or adjustment of the IEP.

### Manifestation, Determination, Review

#### *When Behavior Is a Manifestation*

If the student's conduct is a manifestation of his or her disability, the ARD/Section 504 Committee must conduct an FBA, unless it conducted one before the behavior that resulted in the change of placement occurred and implement a BIP. Where a BIP has already been developed, the ARD/Section 504 Committee must review the BIP and modify it as necessary to address the behavior. If the conduct was the direct result of the school's failure to implement the IEP/504 Plan, the school must take immediate steps to remedy those deficiencies. Finally, except in the special circumstances described below, the ARD/Section 504 Committee must return the student to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the BIP.

#### *When the Student's Behavior Is Not a Manifestation*

When the student's behavior is not a manifestation of their disability, then the student can be disciplined in the same manner and for the same duration as nondisabled children except that the student must continue to receive FAPE.

#### *Special Circumstances*

The school may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student:

- carries a weapon at school, on school premises, or to or at a school function under the jurisdiction of the school district;
- knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of the school district; or
- has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the school district.

If the student's behavior is determined *not* to be a manifestation of the student's disability, the student may be placed in a disciplinary setting to the same extent as a nondisabled student. The student must receive, as appropriate, an FBA, behavioral intervention services, and modifications that are designed to address the behavior so that it does not recur.

# Student Code of Conduct

## PURPOSE

The San Antonio Independent School District (SAISD) has adopted the Student Code of Conduct (SCOC) to promote and maintain a positive, safe, and effective learning environment for students and adults. This environment is created and maintained by adults who respond to student behavior in a way that improves the student's ability to successfully navigate the social and academic environment at school. At the foundation, everyone's rights must be treated with respect. The SCOC articulates the behavior that is not allowable at school or school-affiliated functions or events, on school grounds, or on District transportation so that students and adults are knowledgeable about expectations and standards of behavior.

The SCOC is adopted by the District's Board of Trustees and has the force of policy. In case of a conflict between the SCOC and the student handbook, the SCOC will prevail. Once the SCOC is promulgated, any subsequent changes or amendments must be approved by the Board of Trustees. During any periods of instruction during the summer months, the Parent-Student Handbook and SCOC in place for the year immediately preceding the summer period shall apply, unless the District amends either document, or both documents, for the purposes of summer instruction. The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to those laws. This Code of Conduct applies to all students in the San Antonio Independent School District whenever the interest of the District is involved, on or off school grounds, in connection with or independent of classes and school-sponsored activities.

If you have difficulty accessing the information in this document because of disability, please contact the following staff:

Beth Jones: [ejones@saisd.net](mailto:ejones@saisd.net)

Darnell White: [dwhite@saisd.net](mailto:dwhite@saisd.net)

Office of Equity and Discipline: (210) 354-9565

Department of Disability Services: (210) 354-9565

## FORMAT

This Student Code of Conduct is designed to outline restorative responses to student behavior that lead to students' social, emotional, and academic development. Sections I through III provide resources and information on Social, Emotional, Academic Development (SEAD) to include restorative practices, Positive Behavior Interventions and Supports (PBIS), Multi-Tiered Systems and Supports (MTSS), and trauma-informed care; they also cover students with disabilities, as well as disproportion and the use of discretionary exclusionary disciplinary practices such as out-of-school suspension. The intent of the SCOC is not only to delineate those behaviors that are infractions of the Code of Conduct, but also to provide strategies, resources, and techniques that teach and support the acquisition of more adaptive behavior.

In accordance with state law, sections IV define misconduct that may—or must—result in a range of disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school. Parents will be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

## CODE ACCESSIBILITY

The Section 504 and Dyslexia Department of SAISD provides sign language interpreters upon request for parents/guardians or community members needing this accommodation for campus meetings or events. Parents or guardians who need to request an American Sign Language (ASL) interpreter should call (210) 554-2570 between 48 and 72 hours before the need for the interpreter. You may also contact the Section 504 and Dyslexia Department by emailing Cindy Sosa at csosa2@saisd.net. You may also contact the school principal or campus 504 coordinator. The department is open Monday through Friday, 8:00 a.m. to 4:30 p.m. If you know of a parent or guardian who needs these services, please contact the number above and discuss the circumstances with the Section 504 and Dyslexia Department. In accordance with state law, the Student Code of Conduct shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the SCOC will be available at the office of the campus behavior coordinator and posted on the District's website. Students may request a copy of the Parent-Student Handbook, which includes the SCOC, at the beginning of the school year. The SCOC will be provided to all teachers, new professional employees, students who are enrolled after the beginning of the school year, parents, and any other person upon request. Each student, teacher, and parent annually must sign a statement that they have read and have access to the SAISD Student Code of Conduct and acknowledge the rules and responsibilities outlined therein.

"Parent" Defined: Throughout the SCOC and related discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

In accordance with Education School District Authority, SAISD rules and the authority of the District to administer discipline apply whenever the interest of the District is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities. The District has disciplinary authority over a student:

1. During the regular school day and while the student is going to and from school or a school-sponsored or school-related activity on District transportation
2. During lunch periods in which a student is allowed to leave campus
3. While the student is in attendance at any school-related activity, regardless of time or location
4. For any school-related misconduct, regardless of time or location
5. When retaliation against a school employee, Board member, or volunteer occurs or is threatened, regardless of time or location
6. When a student engages in cyberbullying, as provided in Education Code 37.0832
7. When criminal mischief is committed on or off school property or at a school-related event
8. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line
9. For certain offenses committed while on school property or attending a school-sponsored or school-related activity of another district in Texas
10. When a student commits a felony as provided by Texas Education Code Section 37.006 or 37.0081
11. When a student is required to register as a sex offender

The following guidelines delineate standards of expected behavior and are incorporated into each campus's school rules.

- Follow campus and classroom rules.
- Treat other students and adults with courtesy and respect.
- Accept responsibility for actions and behavior.
- Attend all classes, regularly and on time.
- Be prepared for each class with appropriate materials and assignments.
- Adhere to standards of dress and grooming as outlined in the dress code.
- Refrain from posting threatening messages on social media outlets directed at students, parents, staff, or school property.
- Actively support and assist the school in maintaining a campus free from drugs, alcohol, weapons, and gang activity, by:
  - i. Cooperating with staff in investigations of disciplinary cases and volunteering information within the student's knowledge relating to a serious offense.
  - ii. Responsibly informing staff of conduct violations by others.
  - iii. Immediately submitting any prohibited items to staff or informing staff of location of prohibited items immediately upon discovery.
- Adhere to the requirements of the Student Code of Conduct.

It is the policy of San Antonio Independent School District not to discriminate on the basis of race, color, religion, national origin, age, sex, gender identity, gender expression, sexual orientation, or disability in its vocational programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended, and SAISD's Board policies DIA, FFH, and FFI.

# SECTION IV: STANDARDS FOR STUDENT CONDUCT

## Staff Reporting Requirements

### *Campus Behavior Coordinator*

As required by law, TEC 37.0012, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal of the campus or any other campus administrator selected by the principal. The CBC is primarily responsible for maintaining student discipline. See section VII of this document for a complete list of the CBCs and contact information by campus. The District shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information can be found at [www.SAISD.net](http://www.SAISD.net). San Antonio Independent School District Board Policy delegates to the principal or designee the authority to administer discipline at the campus level, and delegates the authority to remove students to a District Alternative Education Program (DAEP) or expulsion to the Juvenile Alternative Education Program (JJAEP). The CBC has the discretion to apply school-based discipline for specific violations or refer the matter to the District Disciplinary Hearing Office for review.

The sequence of disciplinary actions begins with the minimum disciplinary action and may progress to the more serious disciplinary consequences established in the Student Code of Conduct. The CBC must consider **mitigating factors** if the student is in the 2<sup>nd</sup> grade and below, if the student is homeless in grades k-12, whether the intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, and whether the student has a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, regardless of whether the decision of the CBC concerns a discretionary or mandatory action. The disciplinary action will draw on the professional judgment of teachers, principals, or designees and on a range of disciplinary management techniques, including restorative practices. The consequence decision will be based on these factors, as well as the specific circumstances unique to the situation and the individual student involved. When a teacher believes that a student has committed a violation of this Student Code of Conduct, the teacher must submit a written description of the student's actions for classroom documentation and/or to the principal/administrator or CBC. The teacher will provide strategies and interventions for classroom support and the principal/administrator or CBC shall provide campus strategies and interventions to support the student. Campus staff shall inform the parent with a copy of the written description and strategies and interventions to support the student.

School administrators shall also report conduct believed to constitute a crime to legal authorities as required by law and shall notify law enforcement when an administrator suspects that a crime has been committed on campus.

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good-faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. on the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

**Threat Assessment and Safe and Supportive School Team**

The CBC or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the District’s threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct. Each team will conduct threat assessments for individuals who make threats of violence or exhibit harmful, threatening, or violent behavior as defined. Harmful, threatening, or violent behavior includes behaviors such as verbal threats, threats of self-harm, bullying or cyberbullying, fighting, the use or possession of a weapon, sexual assault, sexual harassment, dating violence, stalking, or assault by a student. The behavior may result in specific interventions, including mental health supports, behavioral supports, or exclusionary school discipline.

**Reporting Crimes**

The principal or CBC and other school administrators, as appropriate, shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus. District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and District policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to District policies at FNF (Legal) and FNF (Local) for more information regarding investigations and searches.

The District has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the District.

Desks, lockers, District-provided technology, and similar items are the property of the District and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Students with Disabilities: IDEA does not prohibit a school from reporting a crime committed by a child with a disability to appropriate authorities or prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a child with a disability. If a school reports a crime committed by a child with a disability, the school must ensure that copies of the child’s Special Education and disciplinary records are transmitted for consideration by the authorities to whom the school reports the crime; however, these records may be transmitted only to the extent permitted by the Family Educational Rights and Privacy Act (FERPA).

**Unauthorized Persons**

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or District police officer shall have the authority to refuse entry to or eject a person from District property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from District property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the District’s grievance procedures shall be adjusted as necessary to permit the person to address the Board in person within 90 days, unless the complaint is resolved before a Board hearing.

**STUDENT OFFENSES**

*Level I – Teacher-Managed Misbehaviors*

Students who commit Level I offenses at school, on District transportation, or during school-related activities will be assessed consequences commensurate with the offense. Level I violations will not result in the formal removal of the student from class or another placement but may focus on routine classroom rules and Treatment Agreements that will govern a student’s conduct. Level I offenses and corresponding penalties are usually not as serious as Level II, III, or IV offenses. The following list provides common examples of classroom misbehavior that the teacher would manage in the classroom.

*Offense*

|                                   |                  |  |
|-----------------------------------|------------------|--|
| Class rule violations             | Pushing/shoving  | Leaving class without permission during instructional time |
| Profanity, not directed at others | Name-calling     | Cheating or copying work of another student                |
| Out of seat or assigned area      | Throwing objects | Displaying an electronic device without permission         |
| Refusal to follow directions      | Running          | Refusal to complete assignments                            |
| Public display of affection       | Tardy            | 70 Aggravation/agitation of others                         |

*Level II – Administrative Review Offenses*

Students who commit Level II offenses at school, on District transportation, or during school-related activities will be assessed consequences commensurate with the offense. Level II offenses are considered to be more objectionable than Level I offenses. Thus, in most cases, Level II offenses will warrant greater consequences than Level I offenses. Students with IEPs may have behavior intervention plans (BIP), which the teacher should be familiar with and adhere to as it applies to the behaviors targeted in the BIP. The following list is not exhaustive.

| CODE   | OFFENSE   |
|--------|---|
| 21.AB  | Refusing to go to class and remaining on campus.  |
| 21.BB  | Engaging in inappropriate unwelcome physical conduct or threatening physical conduct that is disruptive or offensive to another student, District employees, volunteers, or school environment.   |
| 21.AC  | Possessing or using skateboards, inline skates, or similar items may be possessed by students at school if the devices are not displayed or used on school grounds. <del>except where the campus principal allows the use of such items solely for transportation to school. Such items must be stored in the student's locker or other permissible storage location throughout the school day and may not be used on school grounds at any time.</del>                             |
| 21.AD  | Leaving school grounds during academic day or leaving a school-sponsored event in which the student is a participant (first offense).   |
| 21.AE  | Engaging in inappropriate or excessive displays of affection.   |
| 21.AF  | <del>Using a communication device or other electronic devices, such as an iPod, stereo headsets, MP3 players, CD players, video cameras, or laser pointers during school hours; however, cellular/digital telephones, two-way radios, or other such Communication devices may be possessed by students at the discretion of the principal as long as the device is not displayed or used during school hours.</del> if the devices are not displayed or used during the school day. |
| 21.AG  | Possessing or using matches or a lighter.   |
| 21.AH  | <del>Possessing mace or pepper spray.</del>   |
| 21.AJ  | Loitering on school grounds. Before or after regular school hours, students should be on campus only for educational-related purposes, such as tutorials, extracurricular activities, or after-school programs. Students who are waiting to enter the building before school begins or waiting for a ride home after school shall not be considered to be loitering. Students refusing to report to assigned class, office, or area assigned are loitering.                         |
| 21.AK  | Trespassing on school grounds. Students directed to leave campus by parent or campus behavior coordinator are trespassing. Students who enter a campus other than their own, without permission, are considered trespassing.  |
| 21.BA  | Intentionally and knowingly makes false accusations against teachers, other school employees, volunteers, or other students.  |
| 21.BC  | Displaying or using mace or pepper spray (in some cases, the use may be classified as an assault and may cause bodily injury – Level III).  |
| 21.BD  | Steals from students, staff, campus visitors, or school (i.e., theft that does not constitute a felony according to the Penal Code).  |
| 21.BE  | Engages in verbal abuse, e.g., name-calling, making racial or ethnic slurs, derogatory statements, or oral statements, which are abusive or confrontational.  |
| 21.BF  | Exhibits disrespect or directs profanity, vulgar language, or obscene gestures toward another student.  |
| 21.BFE | Exhibits <del>disrespect</del> or directs profanity, vulgar language, or obscene gestures toward a District employee.   |
| 41.BG  | Fighting and mutual combat.   |

| CODE  | OFFENSE  |
|-------|--|
| 21.BH | Hazing (see Glossary).   |
| 21.BI | Engages in offensive conduct that constitutes sexual harassment (see Glossary), gender-based harassment or sexual abuse, whether verbal or physical, that may include requests for sexual favors or other intimidating sexual conduct directed toward other District students, employees, Board members, or volunteers. This may include sending or posting electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. (Note: Some conduct of this nature may be so offensive that it also may be classified as a felony or other illegal offense and may, therefore, result in DAEP placement or expulsion.) |
| 21.BJ | Falsifies records, passes, or other school-related documents.  |
| 21.BK | Possesses, exhibits, or distributes pornographic, offensively graphic, or obscene materials.   |
| 21.BL | Refuses to accept discipline management techniques proposed by a teacher or by administration.   |
| 21.BM | Participates in gang-related activities (first offense).   |
| 21.BN | Possesses, exhibits, or uses a toy gun, cap gun, pellet gun, air-powered rifle, or any other instrument that may be perceived by another person as a firearm but does not meet the Texas Penal code definition of a firearm.   |
| 21.BO | Violates any rule set forth on in this Code of Conduct pertaining to computers and the internet.   |
| 21.BP | Possesses or uses unloaded firearm accessories or parts (such as a gun barrel or a gun clip).  |
| 21.BQ | Possesses, exhibits, or uses martial arts objects, small pocket knives, razor blades, or other objects that can be used as a hand instrument designed to cut or stab another by being thrown. These objects are not within the definitions of illegal knives or prohibited weapons under the Texas Penal Code.   |
| 21.BR | Possesses, exhibits, or uses a prescription drug (that is not a controlled substance or dangerous drug) that does not belong to the person using, exhibiting, or possessing it.  |
| 21.BS | Pulls a fire alarm, as a prank, in a building owned or operated by SAISD, when there is no smoke, fire, or danger that requires evacuation.  |
| 21.BT | Possesses or uses fireworks (e.g., smoke bomb, cherry bomb, poppers, etc.), combustibles, or other incendiary devices to the extent that these objects are not within the definition of prohibited weapons under the Texas Penal Code.   |
| 21.BU | Repeatedly violates communicated campus or classroom standards of behavior.  |
| 21.BV | Sells, attempts to sell, gives, or receives look-alike drugs or items attempted to be passed off as drugs or contraband.   |
| 21.BW | Possesses, smokes, or uses tobacco products or paraphernalia, or electronic cigarettes, e-cigarettes, and any component part or accessory for an e-cigarette device, or any other electronic vaporizing device or nicotine delivery system, or possesses drug paraphernalia.   |
| 21.BX | Engages in conduct that damages or tampers with the property of another that does not otherwise constitute misdemeanor criminal mischief (vandalism) or graffiti, including placing a substance in another's food, drink, or other possessions without consent.  |
| 21.BY | Repeatedly violates any Level I or Level II offense.   |
| 21.BZ | Engages in conduct that poses a threat to the safety or orderly operation of the school- or District-related event.  |
| 21.CE | Engages in bullying, as defined by Texas Education Code Section 37.0832 (see Glossary). Bullying includes cyberbullying, as defined by Texas Education Code Section 37.0832 (see Glossary) that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.  |

*Level III – DAEP Placement Offenses*

The following actions constitute offenses that may or shall result in placement in a DAEP. These offenses are considered more serious than Level II offenses. If any of these offenses involve illegal conduct, administrators shall involve law enforcement officials. Upon notification of a level III offense, the campus administrator should contact the campus LSSP to review information and schedule a manifestation determination review meeting for students with IEPs or Section 504 plans. See Administrative Procedure F41 and the section on DAEP Placement below for more information on DAEP.

1A. Discretionary DAEP Placement — Offenses That May Result in DAEP Placement: On Campus, on School Transportation, or during School Activity. A student may be placed in a DAEP if the student commits the following on school property, on District transportation, while attending a school-sponsored or school-related activity on or off school property, or as otherwise allowed by law:

| CODE  | OFFENSE  |
|-------|--|
| 21.DA | Engages in “persistent misbehavior,” which is defined as (i) repeatedly interfering with the teacher’s ability to communicate effectively with students; (ii) repeatedly interfering with student learning; (iii) engaging in five or more properly documented Level 1 Offenses in the same school year; or (iv) engaging in two or more properly documented Level 2 Offenses in the same school year. (Requires four to six weeks of properly documented Multi-Tiered Systems of Support (MTSS) Tier 2 or Tier 3 behavior intervention) |
| 21.DB | Engages in unruly, disruptive, disrespectful, or abusive conduct that substantially interferes with the orderly operation of the campus or District-related activity or with the transportation of students on a vehicle owned or operated by the District. (May result from one incident or multiple incidents.)  |
| 21.DC | Engages in conduct containing the elements of assault without bodily injury, or with threat of imminent bodily injury, or assault by offensive or with provocative physical contact under Texas Penal Code 22.01(a)(2) or 22.01(a)(3).   |
| 21.DD | Possesses a knife, including a lock-blade knife, with a blade length up to and including 5½ inches. This does not include knives that are classified as prohibited weapons or illegal knives. (See Glossary.)  |
| 21.DE | <b>Following a previously documented Level II offense,</b> engages in gang activity, including participation as a member or pledge or soliciting another person to become a pledge or member of a gang. (See Glossary.)  |
| 21.DF | <b>Following a previously documented Level II offense,</b> Engages in a public-school fraternity, sorority, or secret society, including participation as a member or pledge, or soliciting another person to become a pledge or member of a public-school fraternity, sorority, or secret society.  |
| 21.DG | Engages in conduct constituting misdemeanor criminal mischief (vandalism), graffiti not classified as a felony (see Glossary), or otherwise engages in conduct that damages or tampers with the property of another causing substantial inconvenience or pecuniary loss up to and including \$1,499.99.  |
| 21.DH | Possesses, exhibits, or uses any other instrument which may be perceived by another person as a weapon but does not meet the Texas Penal Code definition of a weapon, such as stun guns, laser guns, tasers, tranquilizer guns, razors, clubs, knuckles, etc.  |
| 21.DI | Commits extortion, coercion, or blackmail (i.e., obtaining money or other objects of value from an unwilling person), or forces an individual to act through the use of force or threat of force.  |
| 21.DJ | Creates a hit list, that is, a list of people targeted to be harmed, using a firearm, as defined by Section 46.01 (3), Penal Code; a knife, as defined by Sections 46.01 (7), Penal Code; or any other object to be used with intent to cause bodily harm.   |
| 61.FK | Engages in bullying (as defined by Section 37.0832, Education Code; see Glossary) that encourages a student to commit or attempt to commit suicide.  |
| 61.FL | Incites violence against a student through group bullying (as defined by Section 37.0832, Education Code; see Glossary).   |
| 61.FM | Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student’s consent.   |

1B. Discretionary DAEP Placement — Off Campus or During Non-school Activity. A student may be placed in a DAEP if the student commits the following conduct off campus and while the student is not in attendance at a school-sponsored or school-related activity:

| CODE  | OFFENSE  |
|-------|--|
| 10.DK | A reasonable belief that the student has engaged in conduct defined as a felony offense other than aggravated robbery or those offenses defined in Title 5 of the Texas Penal Code, and the continued presence of the student in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process. |
| 21.DL | Engages in any activity on the way to or from school, or while truant or has left campus without authorization that would ordinarily be grounds for DAEP placement or expulsion if the activity had occurred on campus.  |

2A. Mandatory DAEP Placement — Offenses Requiring DAEP Placement: On Campus, Within 300 Feet of Campus, on Bus, or During a School Activity. A student must be placed in a DAEP if the student commits the following on or within 300 feet of school property, as measured from any point on the school's real property boundary line, on District transportation, or while attending a school-sponsored or school-related activity on or off school property, or as otherwise allowed by law:

| CODE  | OFFENSE   |
|-------|---|
| 27.DM | Engages in conduct that contains the elements of assault causing bodily injury under Texas Penal Code 22.01(a)(1) against a school district employee or volunteer.  |
| 28.DN | Engages in conduct that contains the elements of assault causing bodily injury under Texas Penal Code 22.01(a)(1) against someone other than a school district employee or volunteer.   |
| 28.DO | Repeatedly engages in conduct containing the elements of assault without bodily injury under Texas Penal Code 22.01(a)(2) or 22.01(a)(3).   |
| 04.DP | Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, a synthetic drug, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in the Expulsion section.) (See Glossary for "under the influence.") |
| 05.DQ | Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense (School-related felony alcohol offenses are addressed in the Expulsion section.)   |
| 06.DR | Engages in conduct that contains the elements of an offense relating to abusable glue or paint or relating to abusable volatile chemicals.  |
| 07.DS | Engages in conduct that contains the elements of the offense of public lewdness (see Glossary) or indecent exposure.  |
| 02.DT | Engages in conduct that is punishable as a felony. Felony conduct may include, but not be limited to, criminal mischief and/or graffiti, and/or coercing, soliciting, or inducing gang membership (see Glossary).   |
| 08.DU | Except when punishable as a Level IV offense, engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property.   |
| 60.HA | Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07 (a)(1), (2), (3), or (7). See Glossary under the definition for Harassment.  |

2B. Mandatory DAEP Placement — Offenses Requiring DAEP Placement: Any Location (on or off Campus). A student shall be placed in a DAEP if the student commits the following at any location (on or off campus), regardless of whether the event occurs during a school activity; or as otherwise allowed by law:

| CODE  | OFFENSE  |
|-------|--|
| 35.DV | Engages in conduct involving a public school that contains the elements of the offense of false alarm or report (including a bomb threat). (See Glossary.) |
| 26.DW | Engages in conduct involving a public school that contains the elements of the offense of terroristic threat. (See Glossary.)                              |
| 21.DX | Engages in certain expellable conduct, as provided by law, and is between six and nine years of age. (See "Suspension (Out of School).")                   |
| 21.DY | Commits a federal firearms violation and is younger than six years of age.   |

2C. Mandatory DAEP Placement — Offenses Requiring DAEP Placement: Off Campus or Not During School Activity. A student shall be placed in a DAEP if the student commits the following off campus and while the student is not in attendance at a school-sponsored or school-related activity:

| CODE  | OFFENSE   |
|-------|---|
| 09.DZ | Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 of the Texas Penal Code (see Glossary) and (i) a court or jury finds that the student has engaged in delinquent conduct (see Glossary), (ii) the student receives deferred prosecution (see Glossary), or (iii) the superintendent or designee has a reasonable belief (see Glossary) that the student has engaged in the conduct. |

*Level IV — Expulsion Offenses*

The following actions constitute offenses that may or shall result in expulsion or shall result in DAEP. These offenses are considered to be more severe than the other offenses listed in this Code. Most of these offenses are illegal actions, so administrators shall contact law enforcement officials regarding this conduct. The principal may suspend a student or place a student in in-school suspension or on-campus intervention for these offenses, pending a complete investigation and recommendation for expulsion. The terms of a placement under this section shall prohibit the student from attending or participating in school-sponsored or school-related activities, including, but not limited to, extracurricular activities and suspension of honorary privileges.

1A. Discretionary Expulsion — Offenses Which May Result in Expulsion or Shall Result in DAEP: On Campus, Within 300 Feet of Campus, on Bus, or at a School Activity. A student may be expelled or shall be placed in a DAEP if a student commits the following while on campus or within 300 feet of school property, as measured from any point on the school’s real property boundary line, on District transportation, while attending a school-sponsored or school-related activity on or off school property, or as otherwise allowed by law:

| CODE  | OFFENSE  |
|-------|--|
| 04.EA | Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of any amount of marijuana, a controlled substance, a synthetic drug, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. |
| 05.EB | Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of any amount of an alcoholic beverage; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.  |
| 06.EC | Engages in conduct that contains the elements of an offense relating to abusable glue or paint or relating to volatile chemicals.  |
| 27.ED | Engages in conduct that contains the elements of assault (intentionally, knowingly, or recklessly causing bodily injury to another) against a District employee or volunteer.  |
| 49.EE | Engages in deadly conduct. (See Glossary.)   |

1B. Discretionary Expulsion — Off Campus but Within 300 Feet of Campus. A student may be expelled or shall be placed in a DAEP if a student commits the following off campus, but within 300 feet of school property, as measured from any point on the school’s real property boundary line, or as otherwise allowed by law:

| CODE  | OFFENSE   |
|-------|---|
| 11.EF | Uses, exhibits, or possesses a firearm.   |
| 12.EG | Uses, exhibits, or possesses a location-restricted knife (a knife with a blade over 5½ inches), a club, or a prohibited weapon. (See Glossary.)   |
| 21.EH | Engages in conduct that contains the elements of any of the following criminal offenses: aggravated assault, sexual assault, aggravated sexual assault, arson, murder, capital murder, criminal attempted murder or capital murder, indecency with a child, aggravated kidnapping, aggravated robbery, manslaughter, criminally negligent homicide, or felony drug- or alcohol-related offense. |

1C. Discretionary Expulsion: Any Location. A student may be expelled or shall be placed in a DAEP if the student commits the following at any location (on or off campus), regardless of whether or not it is during a school activity, or as otherwise allowed by law:

| CODE  | OFFENSE   |
|-------|---|
| 22.EI | Engages in conduct that constitutes criminal mischief (vandalism), if such conduct is punishable as a felony (i.e., if the cost of the damage in question is \$1,500 or more).  |
| 27.EJ | Engages in conduct that contains the elements of assault (intentionally, knowingly, or recklessly causing bodily injury to another) against a District employee or volunteer in retaliation for or as a result of the person’s employment or association with the District. |
| 26.EK | Engages in conduct involving a public school that contains the elements of the offense of false alarm or report or terroristic threat. (See Glossary.)  |
| 58.EL | Breach of computer security.  |
| 21.EM | Engages in conduct containing the elements of one of the following offenses against another student: aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, criminal attempt to commit murder or capital murder, or aggravated robbery.     |
| 61.FN | Engages in bullying (as defined by Section 37.0832, Education Code; see Glossary) that encourages a student to commit or attempt to commit suicide.   |
| 61.FO | Incites violence against a student through group bullying (as defined by Section 37.0832, Education Code; see Glossary).  |
| 61.FP | Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student’s consent.  |

1D. Discretionary Expulsion — Offenses Which May Result in Expulsion or Shall Result in DAEP: While in DAEP. A student may be expelled or shall be placed in a DAEP if the student commits the following while placed in a DAEP, or as otherwise allowed by law:

| CODE  | OFFENSE  |
|-------|--|
| 59.EN | Engages in documented Serious Misbehavior (see Glossary) that violates this Code of Conduct despite documented behavioral interventions. A student who continues to commit Level I, II, or III offenses while in the DAEP may, therefore, be recommended for expulsion under this paragraph. |

1E. Discretionary Expulsion: On Property of Another District or During Another District’s Activity. A student may be expelled or shall be placed in a DAEP if the student commits the following offenses on the property of another Texas school district or while the student is attending a school-sponsored or school-related activity of another Texas school district:

| CODE  | OFFENSE  |
|-------|--|
| 21.EO | Any offense that is a state-mandated expellable offense. |

2. Mandatory Expulsion: Offenses Requiring Expulsion. A student shall be expelled for any of the following offenses if committed on school property, while attending a school-sponsored or school-related activity on or off school property, or as otherwise required by law:

| CODE  | OFFENSE  |
|-------|--|
| 29.EP | Engages in conduct containing the elements of aggravated assault under the Texas Penal Code against a school district employee or volunteer. [TEC 37.007(d)]   |
| 30.EQ | Engages in conduct containing the elements of aggravated assault against someone other than a school district employee or volunteer. [TEC 37.007(a)(2)(A)]   |
| 31.ER | Engages in conduct containing the elements of sexual assault or aggravated sexual assault against a school district employee or volunteer. [TEC 37.007(d)]   |
| 32.ES | Engages in conduct containing the elements of sexual assault or aggravated sexual assault against someone other than a school district employee or volunteer. [TEC 37.007(a)2] (A)]  |
| 11.ET | Uses, exhibits, or possesses a firearm under the Texas Penal Code.<br><br>Note: A firearm lawfully stored in a vehicle still requires expulsion under TEC 37.007 (a) (1) (A), depending on the type of weapon. A student is in possession of a firearm on school property if the firearm is brought to school in the student's vehicle and parked on school property. (Texas law provides an exception from mandatory expulsion for a student's use, exhibition, or possession of a firearm at an approved off-campus target range facility while participating in or preparing for certain shooting sports, competitions, or activities sponsored by the District or affiliated with the Texas Parks and Wildlife Department. There is no exception for similar use or possession of a firearm on school property.) |
| 12.EU | Uses, exhibits, or possesses a location-restricted knife, which is a knife with a blade over 5½ inches (see Glossary).   |
| 14.EW | Uses, exhibits, or possesses a prohibited weapon, such as an explosive weapon, a machine gun, a short-barrel firearm, a firearm silencer, knuckles, armor-piercing ammunition, a chemical-dispensing device, a zip gun, or a tire deflation device. A switchblade knife is also included in this category (see Glossary).  |
| 16.EX | Engages in conduct containing the elements of arson under the Texas Penal Code to include intentionally starting a fire or causing an explosion and in so doing: (1) recklessly damaging or destroying a building belonging to another; or (2) recklessly causing another person to suffer bodily injury or death.   |
| 17.EY | Engages in conduct containing the elements of murder, capital murder, or criminal attempt to commit murder under the Texas Penal Code.   |
| 18.EZ | Engages in conduct containing the elements of indecency with a child under the Texas Penal Code.   |
| 19.FA | Engages in conduct containing the elements of aggravated kidnapping under the Texas Penal Code.  |
| 36.FB | Engages in conduct related to a controlled substance/drug offense violation if the conduct is punishable as a felony.  |
| 37.FC | Engages in conduct related to an alcohol violation if the conduct is punishable as a felony.   |
| 08.FD | Retaliates against a school employee or volunteer, combined with one of the above-listed offenses, on or off school property or while attending a school-related or school-sponsored activity on or off of school property.  |
| 11.FE | Brings a firearm to school, as defined by federal law (see Glossary).  |
| 46.FF | Engages in conduct containing the elements of aggravated robbery under the Texas Penal Code.   |
| 47.FG | Engages in conduct containing the elements of manslaughter under the Texas Penal Code.   |
| 48.FH | Engages in conduct containing the elements of criminally negligent homicide under the Texas Penal Code.  |
| 57.FI | Engages in conduct containing the elements of continuous sexual abuse of a young child or children under the Texas Penal Code.   |

**EMERGENCY PLACEMENT IN A DAEP OR EXPULSION**

At the time of the emergency placement or expulsion, the student shall be given oral notice of the reason for the action. Within a reasonable time after the emergency placement, the student shall be accorded the appropriate due process. Students with disabilities are subject to applicable federal and state law regarding the term of a student’s emergency placement.

| CODE  | OFFENSE   |
|-------|---|
| 23.FJ | A student may be immediately placed in a DAEP or immediately expelled, as allowed by law [TEC 37.019], if that student engages in conduct so unruly, disruptive, or abusive that it seriously interferes with a teacher’s ability to communicate effectively with the students in a class, with the ability of the classmates to learn, or with the operation of school or a school-sponsored activity (placement in a DAEP) or if the student’s action might cause imminent harm to persons or property (expulsion). |

**EXPULSION FOR TITLE 5 FELONY OFFENSES**

Regardless of whether placement or expulsion is required or permitted by the provisions governing DAEP placement or expulsion above, in accordance with TEC 37.0081, a student may be expelled and placed into either DAEP or the Juvenile Justice Alternative Education Program (JJAEP) if the Board or its designee makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see Glossary) of the Texas Penal Code.

The student must:

- Receive deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Received probation or deferred adjudication or have been convicted of, arrested for, or charged with a Title 5 felony offense.

The expulsion or DAEP placement may be without regard to (a) the date or location of the offense; (b) the enrollment status of the student; or (c) whether the student successfully completed any court disposition requirements.

The student must first have a hearing before the Board or designee, who must determine that the student’s presence in the regular classroom: (a) threatens the safety of other students or teachers; (b) will be detrimental to the educational process; or (c) is not in the best interests of the District’s students. Any decision of the Board or the designee under this section is final and may not be appealed.

The student is subject to the placement until one of the following occurs: (a) the student graduates from high school; (b) the charges are dismissed or reduced to a misdemeanor offense; or (c) the student completes the term of the placement or is assigned to another program. A student who enrolls in the District before completing a placement under this section from another school district must complete the term of the placement. Students are entitled to the periodic 120-day review provided for other disciplinary placements. In the event of a conflict, any provision in the Student Code of Conduct that derives from Texas Education Code § 37.007 will prevail.

**Sexual Assault and Campus Assignments**

If a student has been convicted of continuous sexual abuse of a young child or children or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim’s parent or another person with the authority to act on behalf of the victim requests that the Board transfer the offending student to another campus, the offending student shall be transferred to another campus in the District. If there is no other campus in the District serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

## REGISTERED SEX OFFENDERS — PLACEMENT IN DAEP/JJAEF

On receipt of notification that a student is a registered sex offender, a decision regarding the placement of the student into a DAEP or the District's juvenile justice alternative education program will be made according to the following guidelines. Students who are no longer required to register as a sex offender, or who receive early termination of the obligation to register, are not considered registered sex offenders. This section supersedes other provisions pertaining to alternative disciplinary placement.

### *Court Supervision*

A student who is under any form of court supervision, including probation, community supervision, or parole, shall be placed in either DAEP or JJAEF for at least one semester. If such a student transfers, the student may be required to complete an additional semester in an alternative placement in the new school district without a committee conducting a placement review as described below or the enrolling district may count the time spent by the student in the former district toward the required placement time. A student who is not under any form of court supervision, may be placed in a disciplinary program or in the regular classroom unless the Board's designee determines that the student's presence (a) threatens the safety of other students or teachers; (b) will be detrimental to the educational process; or (c) is not in the best interest of the District's students.

### *Review Committee*

A committee shall be convened after the student is placed for one semester to review the student's placement. The committee shall be composed of (1) a classroom teacher from the campus to which the student would be assigned were the student not in the alternative program; (2) the student's parole or probation officer or a representative of the local juvenile probation department; (3) an instructor from the alternative education program to which the student is assigned; (4) a school district designee selected by the Board or its designee; and (5) a counselor employed by the school district. The committee shall vote to determine whether the student should remain in the alternative setting or be returned to the regular classroom. The recommendation must then be made to the Board or its designee. The Board of Trustees must honor the committee recommendation unless one of the following occurs: (a) a recommended regular classroom placement but Board's designee determines that the student's presence threatens the safety of other students or teachers, will be detrimental to the educational process, or is not in the best interests of the District's students; or (b) a recommended continued alternative setting but the Board's designee determines that the student's presence does not threaten the safety of other students or teachers, will not be detrimental to the educational process, or is not contrary to the best interests of the District's students. If the recommendation is to continue the alternative setting and the Board determines that this will occur then before the beginning of each school year, the placement committee shall meet and make its determination and recommendation again.

### *Students Receiving Special Education Services*

A placement for a student receiving Special Education services must be made in compliance with IDEA (20 USC § 1400 et seq.). If a student receiving Special Education services is placed into an alternative setting for more than one semester, the placement review must be made by the student's Admissions, Review, and Dismissal (ARD) Committee. The ARD Committee can request that a placement committee with the members described above be convened in order to assist them in conducting the placement review.

### *Appeal*

A student or parent or guardian may appeal a placement as a registered sex offender by requesting a conference among the Board or its designee, the parents or guardian, and the student. This conference will be limited to the factual question of whether the student is required to register as a sex offender. The decision made by the Board or its designee is final and may not be appealed.

## TRANSPORTATION RULES

Students shall follow these rules while on District vehicles or other public transportation (e.g., VIA buses) carrying students to and from school:

- Follow the driver's instructions at all times.
- Do not engage in any conduct that may distract or harm the driver, or otherwise cause the driver to be unable to operate the vehicle safely.
- Board and leave the vehicle in an orderly manner at the designated bus stop.

- Remain seated when the vehicle is in motion.
- Utilize seat belts if they are available on the vehicle.
- Keep books, band instrument cases, feet, and other objects out of the aisle of the vehicle.
- Keep the vehicle clean; do not deface or vandalize the vehicle or its equipment.
- Maintain safety near windows: do not extend head, hand, arm, or leg out of the window or hold objects out of the window.
- Do not throw any objects within the vehicle or out of the vehicle.
- On leaving the vehicle, use caution before crossing streets.
- Comply with all other rules in this Code of Conduct or established by the operator of the vehicle.

Since the District's primary responsibility in transporting students in District vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, a bus driver may refer a student to the principal's office or the campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator must employ additional discipline management techniques, as appropriate, which may include restricting or revoking a student's bus-riding privileges. Note: a change in transportation services for a student with a disability for whom transportation is a related service requires ARD Committee action; a change in transportation services for Section 504 students requires Section 504 Committee action. For more information, contact the Transportation Department.

#### **GANG-FREE ZONES**

Certain criminal offenses, including those involving organized criminal activity (e.g., gang-related crimes), will be enhanced to the next highest category of offense if they are committed in a gang-free zone. For purposes of the District, a gang-free zone includes a school bus and any site in, on, or within 1,000 feet of any District-owned or -leased property or campus playground.

#### **VANDALISM AND GRAFFITI**

Vandalism is the damage or destruction of property without the consent of the owner. It is willful action that results in the destruction, damage, or defacement of property belonging to or used by the SAISD. Graffiti is vandalism and includes marks with paint, indelible markers, or removable markings on school property without consent. The markings may include inscriptions, slogans, drawings, or paintings. The offense may be categorized as criminal mischief and punishable as a felony or misdemeanor. The difference between graffiti and art is permission.

A student who engages in conduct that damages or tampers with the property of another has committed a Level II, Level III, or Level IV Offense, as described in the Student Offenses section above. It is punishable by appropriate disciplinary action as described in section V (Consequences for Inappropriate Behavior) below. Parents or guardians of students guilty of damaging school property shall be liable for damages in accordance with law and may be subject to criminal penalties.

#### **ELECTRONIC COMMUNICATION SYSTEM — STUDENT ACCEPTABLE USE POLICY**

SAISD has established a District-wide electronic communications system to facilitate the educational process. Along with this resource are associated responsibilities. Though all training in the use of the District's telecommunications network emphasizes the ethical use of this resource, it is possible that your child may come across some materials you might find unacceptable. While the District takes reasonable steps to prevent access to such material through electronic filtering and classroom management, it is not possible for the District to guarantee that it can completely prevent such access. The rules below are for appropriate use and are expected to be followed at all times while accessing the District's electronic communications system. Students are expected to adhere to the following rules:

##### *Safety of Self and Others*

- Report to their teachers or other school personnel any message received that is inappropriate or makes them uncomfortable.
- Not reveal personal information about themselves or others.
- Not agree to meet with someone they met online without parental knowledge and participation.
- Not use the system to threaten others.
- Use appropriate language for the educational environment and for the educational activity in which they are currently involved (no swearing, vulgarity, ethnic or racial slurs, or any other inflammatory or threatening language).
- Not transmit or send obscene pictures or messages.
- Not participate in cyberbullying.

*Access and Use*

- Not send messages under a false identity.
- Not access e-mail, files, and/or other documents of other users without permission.
- Not use the internet or other electronic communications to threaten District students, employees, Board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment.
- Not access websites that contain inappropriate or illegal material, including those that contain content that is pornographic or sexual in nature, from any computer or other technological device on school property.
- Not use the internet for financial gain or political or commercial activity.
- Not use the system for purchasing products or services.
- Not use the system for illegal purposes or any other activity prohibited by District policy.

*Copyright Laws*

- Comply with and be aware of all copyright laws.

*System Security*

- Not attempt to harm equipment, materials, or data.
- Not knowingly infect a computer or network with a virus.
- Not knowingly disrupt the network.
- Not provide passwords to other users.
- Always report any violations of the SAISD Acceptable Use Guidelines to a teacher or administrator.

*Respect for System Limitations*

- Not download large files unless absolutely necessary.

**INAPPROPRIATE ELECTRONIC MESSAGES AND WEBPAGES**

Students are prohibited from sending, posting, or possessing electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting." This prohibition applies to conduct both on and off school property if it results in a substantial disruption to the educational environment or infringes on the rights of another student at school.

Any person taking, disseminating, transferring, possessing, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content, commonly referred to as "sexting," will be disciplined according to the Student Code of Conduct, may be required to complete an educational program related to the dangers of this type of behavior, and, in certain circumstances, may be reported to law enforcement. Because engaging in this type of behavior can lead to bullying or harassment, as well as possibly impede future endeavors of a student, we encourage you to review with your child <http://beforeyoutext.com>, a state-developed program that addresses the consequences of engaging in inappropriate behavior using technology.

Students are also prohibited from using the name or persona of another person to create a web page on or to post one or more messages on a commercial networking site without obtaining the other person's consent *and* with the intent to harm, defraud, intimidate, or threaten any person. Any person violating these rules will be disciplined according to the Student Code of Conduct and may, in certain circumstances, be reported to law enforcement.

**CELL PHONES AND OTHER ELECTRONIC DEVICES**

The use of cell phones and other electronic devices, such as MP3 players, on school property is prohibited. For safety purposes, the District permits students to possess cell phones while on campus; however, all cell phones must remain turned off during school hours, including during all testing. With prior approval from the principal and teacher, a student may use personal electronic devices for on-campus educational purposes only.

Any unauthorized use of cell phones or other electronic devices will result in the consequences described in the Student Code of Conduct, as well as the assessing of fines and/or confiscation as described below:

- *1st Offense* – Documented verbal warning and reminder given to student that electronic devices may be confiscated and fines assessed for the return of the device in accordance ~~82~~ with the Telecommunications / Electronic Devices Procedures.
- *2nd Offense* – Electronic device confiscated and returned to parent/legal guardian at end of the school day. Parent/guardian signature and date required for receipt of device and parents will receive an additional copy of the

Telecommunications/Electronic Devices Procedures.

- *3rd Offense* – Device confiscated and \$10 fine assessed for return of the item. Parents/legal guardians may pick up the device at the end of the day after the fine has been collected.
- *4th and Subsequent Offenses* – Device confiscated and \$15 fine assessed for return of the item. Parents/legal guardians may pick up the device at the end of the day after the fine has been collected.

#### *Additional Considerations*

- Adult students over the age of 18 years may retrieve personal electronic devices in lieu of parent/guardian after paying the required fee at the end of the school day as appropriate.
- Administrators/campus staff are not responsible for lost or stolen items.
- When paying fine, exact cash is required.
- Hours to pick-up phones/electronic devices are 7:30 a.m. to 4:15 p.m. Monday through Friday.
- Fees collected will be deposited in campus student activity funds.
- On receipt of reliable proof that a student and his or her parent or guardian are unable to pay the required fee, the fee shall be waived. Principals shall determine eligibility for a fee waiver.

#### *Disposal of Electronic Devices*

Parents/legal guardians will be given notice and will be allowed to retrieve devices collected throughout the school year prior to disposal of the device. If a telecommunication device is not retrieved, the District shall dispose of the device after providing the student's parent and the paging company whose name and address appear on the device at least 30 days' notice of the intent to dispose of the device. Such notice may be made by telephone or in writing and must include the serial number of the device.

## **EMAIL AND SOCIAL MEDIA USE BETWEEN EMPLOYEES AND STUDENTS**

In general, employees are prohibited from using electronic media (email, texting, social media, etc.) to communicate with students unless they are exempted from this prohibition under Administrative Procedure D36. A certified or licensed employee may communicate with students via electronic media about matters within the scope of their professional responsibilities without written consent from District administration. Any other employee designated in writing by the Superintendent or the campus principal may use electronic media to communicate with students who are currently enrolled in the District. There is also a defined exemption for certain family members.

Employees are also prohibited from communicating with students through a personal social network page unless the employee has created a separate social network page (a "professional page") for the purpose of communicating with students. The employee must receive a signed and completed Participation in Electronic Media Parent Permission Form [Form D36-A] prior to communicating with any student through a form of electronic media that is private or password protected. This includes all emailing or texting (even if more than one person is part of the communication) or any social media format that requires a password or permission to access. A signed Form D36-A from each student participant is not required for public internet communications or postings that do not require the host's permission or a password to access the posted information (e.g., a public Twitter account or public Facebook page). If you have any questions regarding the District's electronic media policy, please contact the Department of Instructional Technology.

# SECTION V: CONSEQUENCES FOR INAPPROPRIATE BEHAVIOR

## GENERAL DISCIPLINE GUIDELINES

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative discipline practices. Students must be treated fairly.

Discipline shall be based on a careful assessment of the **mitigating** factors particular to each case, including the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude or intent, the effect of the misconduct on the school environment, whether self-defense was involved, if the student is in the 2<sup>nd</sup> grade and below, if the student is homeless in grades k-12, and statutory requirements. Because of these factors, discipline for a particular offense, unless otherwise specified by law, may bring into consideration varying techniques and responses.

### *Time-Out Guidelines*

Time-out is a behavior management technique that seeks to reduce or eliminate inappropriate behaviors that are maintained by attention or other positive reinforcers. Time-outs are intended to give students an opportunity to regain self-control, which will increase and strengthen positive student behavior. A student placed in time-out is separated from the activity or other students for a limited amount of time. The teacher should consider the age of the child and what is developmentally appropriate when determining the number of minutes for which time-out is assigned. A student with an IEP must have line of sight to the teacher and the time-out cannot interfere with the student's ability to engage in instruction. Time-out for students with IEPs that remove the student from instruction must be documented and agreed to in the IEP.

Teachers are encouraged to designate areas in the classroom for time-out, such as a self-control area, cool-down, or chill corner. Time-out in another teacher's classroom may be used if both teachers agree. For any time-out, students must be supervised at all times and any loss of instruction time should be minimized. Students may not be isolated or kept locked in a classroom. A student cannot be physically prevented from leaving time-out, nor can physical force be used to place students in time-out.

## DISTRICT POLICE OFFICERS

To ensure sufficient security and protection of students, staff, and property, the Board employs peace officers. In accordance with law, the Board has coordinated with the campus behavior coordinator and other District employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of District peace officers are listed in policy CKE (LOCAL). The Board does not employ school resource officers or security personnel.

As noted in CKE (LOCAL), District peace officers may enforce any law while within the geographical boundaries of the District, or as it relates to real or personal property that is owned, leased, rented by, or otherwise under the control of the District or while on or in the vicinity of property that is owned, leased, rented by, or otherwise under control of the District. District peace officers may enforce any law that is related to the safety and well-being of any District student, employee, or other individuals on or in the vicinity of District property or District-sanctioned events or activities. District peace officers shall comply with the provisions of Code of Criminal Procedure Article 2.13. The District chief of police may assign specific duties as required based on the needs of the District. In addition to their normal duties, the peace officers shall assist the Board, agents of the Board and the District, and/or campus administrators with matters that do not concern the application of law but that will facilitate the orderly conduct of District business. A District peace officer who encounters a felony or breach of the peace outside of the officer's jurisdiction may initiate appropriate action in accordance with Code of Criminal Procedure Article 14.03d and Article 18.16. Upon taking such action, the officer shall, as soon as practicable after making an arrest, notify both a law enforcement agency having jurisdiction where the arrest was made and a District police supervisor as to the circumstances and action taken regarding the incident.

As noted above, school district peace officers shall perform law enforcement duties for the school district that must include protecting the safety and welfare of any person in the jurisdiction of the peace officer and the property of the District. A District peace officer may not be *assigned or required* as duties of a school peace officer routine student discipline or school administrative tasks or contact with students unrelated to the law enforcement duties of the peace officer. This does not prohibit the District peace officer from informal contact with a student unrelated to the assigned duties of the officer or an incident involving student behavior or law enforcement. Informal conduct in SAISD focuses on building positive relationships with students and the school community.

The campus behavior coordinators, administrators, and other appropriate school employees must receive training annually on the duties of District peace officers to include that officers are only tasked with duties related to law enforcement intervention and not tasked with behavioral or administrative duties better addressed by other District employees.

### DETENTION

For infractions of the Student Code of Conduct or other policies and regulations, teachers may detain students before or after school hours. Before assigning students to detention, the teacher shall inform the student of the conduct that allegedly constitutes the violation, and the student shall be given an opportunity to explain his or her version of the incident.

When detention is used, notice shall first be given to the student's parent or legal guardian to inform the parent of the reason for the detention and permit arrangements for the necessary transportation of the student. Except in the case of a student who is 18 or older living apart from parents and emancipated minors, the detention shall not begin until the parent has been notified. The student's parent or guardian, if the student is a minor, may be required to provide transportation when the student has been assigned to detention.

### Participating in Graduation Activities

The District has the right to limit a student's participation in graduation activities for violating the Student Code of Conduct. Participation might include a speaking role, as established by District policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the District's Student Code of Conduct resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct in violation of the District's Student Code of Conduct resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

### IN-SCHOOL SUSPENSION/ON-CAMPUS INTERVENTION

Students may be placed in in-school suspension or on-campus intervention for engaging in any serious (Level II) offenses as described and set forth in this Code of Conduct. Additionally, students may be placed in in-school suspension or on-campus intervention pending DAEP placement or expulsion. Before placing a student in in-school suspension or on-campus intervention, the campus behavior coordinator shall consider reasonable alternatives, including appropriate discipline management techniques. If the campus behavior coordinator determines that in-school suspension or on-campus intervention is the most appropriate alternative, no other disciplinary action need precede the placement in in-school suspension or on-campus intervention.

### REMOVAL FROM CLASSROOM BY A TEACHER

Routine Removal: A teacher may send a student to the campus behavior coordinator's office with appropriate documentation of a violation of this Code of Conduct in order to maintain effective discipline in the classroom. The campus behavior coordinator shall respond by employing appropriate discipline management techniques consistent with this SAISD Student Code of Conduct and local policy.

**Formal Removal:** A teacher may remove from class a student who (1) has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or the student's classmates' ability to learn; or (2) whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the student's classmates' ability to learn.

The terms of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities. When a student has been removed by a teacher pursuant to this section, the campus must complete a Discipline Data Entry Form (F34-A), using the Offense Code 01.

#### *Conference and Review Requirements for Students Removed from Class*

In the case of a formal removal, not later than the third class day after the day in which the student is removed from the class by the teacher, the campus behavior coordinator, or other appropriate administrator, the campus behavior coordinator or other appropriate administrator shall schedule a conference with the student's parent, the teacher that removed the student, and the student. At the conference, the student is entitled to written or oral notice of the reasons for the removal, an explanation of the basis for the removal, and an opportunity to respond to the reasons for the removal. The campus behavior coordinator or other appropriate administrator will notify the student of the consequences of the Code of Conduct violation. The student may not be returned to the regular classroom pending the conference.

Following the conference, and whether or not all requested parties are in attendance after valid attempts to require their attendance, the principal shall order the placement of the student for a period consistent with this Code of Conduct. Students with disabilities may not be removed in violation of specific IEP/IAP provisions or for more than 10 school days in a school year without ARD/ Section 504 Committee approval.

A student removed from the regular classroom to in-school suspension, on-campus intervention, or another setting, other than DAEP, will have an opportunity, before the beginning of the next school year, to complete each course the student was enrolled in at the time of removal from the regular classroom. The District may provide the opportunity by any method available, including a correspondence course, distance learning, or summer school. Students and their parents are encouraged to discuss the option with the teacher or school counselor to ensure the student completes all work required for the course or grade level.

#### *Return to the Classroom*

The student may not be returned to the classroom of the teacher who removed the student without the teacher's consent unless the Placement Review Committee determines that such placement is the "best or only alternative available." However, if the teacher removed the student because the student committed assault with bodily injury, aggravated assault, sexual assault, or aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder against the teacher, the student may not be returned without the teacher's consent.

## **SUSPENSION (OUT-OF-SCHOOL)**

Students may be suspended for a period not to exceed three school days per behavior violation for engaging in any Level II offense or higher or pending DAEP placement or expulsion. A campus administrator may suspend a student prior to (but not in lieu of) placement in a DAEP or prior to (but not in lieu of) expulsion, where a student's conduct requires such placement or expulsion. Before suspending a student, the campus behavior coordinator or appropriate administrator shall consider reasonable alternatives, including appropriate discipline management techniques. If the administrator determines that a suspension is the most appropriate alternative, no other disciplinary action need precede the suspension.

The District shall not use out-of-school suspension for students below grade 3 or homeless unless the conduct meets the requirements established in law.

A student below grade 3, a student who is homeless, **or a student who is in foster care** shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The District shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law. Refer to section III (Students with Disabilities) for information on suspension of students with an IEP or a Section 504 plan.

*Conference with Student before Suspension*

Before suspending a student, the campus coordinator or appropriate administrator shall conduct an informal conference, at which the student shall be advised of the alleged misconduct with which he or she is charged, and the student shall have the opportunity to respond to the allegation before the administrator makes a decision. In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

1. Self-defense (see Glossary)
2. Intent or lack of intent at the time the student engaged in the conduct
3. The student's disciplinary history
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct
5. Students in the 2<sup>nd</sup> grade and below
6. A student's status in the conservatorship of the Department of Family and Protective Services (foster care)
7. A student's status as homeless in grades k-12

*Coursework During Suspension*

The District shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet. A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The District may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The District will not charge the student for any method of completion provided by the District.

*Notice to Parents Regarding Suspension*

A student's parent shall be notified of a suspension by telephone, or other appropriate means, as soon as reasonably practicable. Parents shall be advised that it is their responsibility to provide adequate supervision for the student during the period of suspension. The student is not allowed on the home campus or any other school campus or at any school-related activity during the suspension. Students violating this prohibition may be charged with illegal trespass, a Class C misdemeanor. If a student is incarcerated, District staff will attempt to contact parents and other agencies to provide required student information.

**DISCIPLINARY ALTERNATIVE EDUCATION PROGRAMS (DAEP)**

The District shall provide for the continuing education of a student placed in a DAEP by transferring the student to one of the District campuses designated as a DAEP campus. The DAEP shall be in a setting other than the student's regular classroom. A student younger than six years of age may not be placed in a DAEP. A student in grade 2 or below shall not be placed in DAEP unless the student's conduct meets the requirements established in law. (See Suspension Out of School.) An elementary school student may not be placed in a DAEP with a student who is not an elementary school student. For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12. Summer programs provided by the District shall serve students assigned to a DAEP separately from those students who are not assigned to the program. The District shall provide transportation to students in a DAEP.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the District shall take into consideration (1) self-defense (see glossary); (2) intent or lack of intent at the time the student engaged in the conduct, (3) the student's disciplinary history, (4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, or (5) a student's status in the conservatorship of the Department of Family and Protective Services (foster care), or (6) a student's status as homeless.

*Hearing*

Following an initial determination by the principal or investigating administrator that a student has committed an offense that requires or allows placement in a DAEP, a hearing will be scheduled with a District hearing officer who shall determine whether placement is warranted. At the hearing, the student's parent or guardian will be notified of the alleged violation of the Code of Conduct. If the District makes a good-faith effort to inform the student and the student's parent or guardian of the time and place of the hearing, the District may hold the hearing, regardless of whether the student, the student's parent or guardian, or another adult representing the student attends.

*Duration of Placement*

The duration of a student's placement in the DAEP shall be determined by the campus behavior coordinator or other appropriate administrator. The length of placement shall be expressed in a specific number of days that the student must successfully complete in the DAEP prior to returning to the home campus. If the student's placement is to extend beyond the end of the next grading period, the student or the student's parent or guardian is entitled to participate in a proceeding before the Board of Trustees or the Board's designee. Any appeal of the decision shall be addressed in accordance with FNG(LOCAL).

Before the District may place a student in a DAEP for a period that extends beyond the end of the school year, the Board or Board's designee must determine that (a) the student's presence in the regular classroom or at the student's regular campus presents a danger of physical harm to the student or to another individual; or (b) the student has engaged in serious or persistent misbehavior that violates this SAISD Student Code of Conduct.

*Coursework Notice*

The parent of a student placed in DAEP shall be given written notice of the student's opportunity to complete coursework required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework. Students and their parents are encouraged to discuss the option with the teacher or school counselor to ensure the student completes all work required for the course or grade level.

*Emergency Placement*

In an emergency, the principal or the principal's designee may order the immediate placement of a student in a DAEP for any reason for which placement in a DAEP may be made on a nonemergency basis. In such a situation, the principal or designee shall schedule an appropriate conference no later than the 10th day after the placement.

*DAEP for 60 Days or More – Review of Student's Status*

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the Board or the Board's designee.

*DAEP for 90 Days or More – Student Assessment*

All students placed into a disciplinary alternative education program for 90 days or more shall be assessed upon initial placement and subsequently on the date that the student departs from the program or as near to that date as possible. The assessment instrument will measure basic skills in reading and math. Students assigned to the disciplinary alternative education program must also take all academic skills assessments required of all public school students.

*DAEP for 120 Days or More – Review of Student's Status*

A student placed in a DAEP shall be provided a review of his/her status, including a review of his/her academic status, by the Board's designee at intervals not to exceed 120 days. In the case of a high school student, the Board's designee, with the student's parent, shall review the student's progress toward meeting high school graduation requirements and shall establish a specific graduation plan for the student. The District is not required under this subsection to provide, in the District's DAEP, a course not specified under Section 37.008(a) of the Texas Education Code. At the review, the student or parent must be given an opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

*DAEP That Exceeds One Year*

Placement in a DAEP may exceed one year when a review by the District determines that the student is a threat to the safety of other students or to District employees. The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the Board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

*DAEP Placement for Persistent Misbehavior*

Before proposing a student for DAEP placement for persistent misbehavior, the campus must begin the Multi-Tiered Systems of Support (MTSS) behavior intervention and then submit to the hearing officer at least 4–6 weeks of properly documented MTSS progress monitoring. The student must be in attendance at the student's regular campus for those 4–6 weeks (i.e., time in suspension or DAEP does not count). The days may be consecutive or nonconsecutive, but the time period starts over each school year. Each student will receive no more than one DAEP placement for persistent misbehavior per school year.

*Newly Enrolled Students*

The District shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the District and was assigned to a DAEP in an open-enrollment charter school or another district. The District may place the student in the District's DAEP or a regular classroom setting.

On the day in which the decision is made to change the student's placement as a result of a violation of the Code of Conduct, the school must notify the parent of that decision and provide them with the Notice of Procedural Safeguards. The campus behavior coordinator is responsible for sharing the Critical Incident Report with the campus LSSP within 48 hours. Within 10 school days of any decision to change the placement (DAEP or expulsion), the school must conduct an ARD or Section 504 MDR. The committee must review all relevant information and determine whether the conduct was caused by or had a direct and substantial relationship to the students' disability and/or whether the conduct in question was the direct result of the school's failure to implement the student's IEP. If either of these apply, the conduct is considered a manifestation of the disability. If the ARD or Section 504 Committee determines that the student's misconduct was a manifestation of the disability, the student shall not be placed into the DAEP or expelled. If the ARD or Section 504 Committee determines that the student's placement and/or IEP is inappropriate, the misconduct must be considered a manifestation of the student's disability and the student must not be expelled. The ARD or Section 504 Committee may propose changes in the student's placement (other than DAEP placement or expulsion), and/or changes in the student's IEP, including the student's behavior intervention plan (BIP) as appropriate.

The DAEP placement of a student with a disability or expulsion may only be made following an ARD/Section 504 MDR meeting which determines that the misconduct was not a manifestation of the student's disability. If the ARD or Section 504 Committee determines that the behavior of the student was not a manifestation of the student's disability, the student may be placed into a DAEP or expelled but must continue to be provided a free appropriate public education. The ARD Committee shall determine the services necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the student's IEP goals during the time of placement.

A student with a disability who receives Special Education services may not be placed in DAEP solely for educational purposes if the student has not also committed one of the offenses warranting placement in the DAEP. [TEC 37.004]

#### *Special Circumstances*

A student with a disability may be removed to an interim alternative educational setting for not more than 45 school days without regard to whether the misconduct is determined to be a manifestation of the student's disability in cases where the student: (i) carries or possesses a weapon at school, on school premises, or at a school function under the jurisdiction of the school district; (ii) knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of the school district; or (iii) has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the school district.

If the student's behavior is determined *not* to be a manifestation of the student's disability, the student may be placed in a disciplinary setting to the same extent as a nondisabled student. The student must receive, as appropriate, an FBA, behavioral intervention services, and modifications that are designed to address the behavior so that it does not recur.

#### *Long-Term Placement of Students with Disabilities*

A placement for a student receiving Special Education services must be made in compliance with IDEA (20 USC § 1400 et seq.). If a student receiving Special Education services is placed into an alternative setting for more than one semester, the placement review must be made by the student's Admissions, Review, and Dismissal (ARD) Committee. The ARD Committee can request that a placement committee with the members described above be convened in order to assist them in conducting the placement review.

## **EXPULSION**

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the District shall take into consideration (1) self-defense (see Glossary); (2) intent or lack of intent at the time the student engaged in the conduct, (3) the student's disciplinary history, (4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, or (5) a student's status in the conservatorship of the Department of Family and Protective Services (foster care), or (6) a student's status as homeless.

No student under the age of 10 shall be expelled by the District *except* in the case of a student who brings a firearm to school pursuant to Section 37.007(e) of the Texas Education Code, in which case the District shall provide educational services to the expelled student in a DAEP.

*Expulsion for Firearm Violations*

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm to school, as defined by federal law when the offense occurs on school property or while attending a school-sponsored or school-related activity on or off school property. However, the superintendent or other appropriate administrator may modify the length of the expulsion on a case-by-case basis.

*Expelled Transfer Students*

If an expelled student from another school district applies to enroll in SAISD, the District will request that the District that expelled the student provide to SAISD, at the same time other records of the student are provided, a copy of the expulsion order and the referral to the authorized officer of the Juvenile Court. SAISD may continue the expulsion under the terms of the order, may place the student in a DAEP for the period specified by the expulsion order, or may allow the student to attend regular classes without completing the period of expulsion.

*Emergency Expulsion*

In an emergency, the campus behavior coordinator or other appropriate administrator may order the immediate expulsion of a student for any reason for which expulsion may be made on a nonemergency basis. At the time of the emergency expulsion, the student shall be given oral notice of the reason for that action.

Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion. Pending the hearing, the student may be placed into another appropriate classroom, in-school suspension, or out-of-school suspension or the DAEP.

*Due Process and Hearing for Expelled Students*

Before a student is expelled, the Board or its designee shall provide the student an opportunity for a hearing at which the student is afforded due process, which shall include the following: (1) prior notice of the charges to the student's parent or guardian and the proposed sanctions so as to afford a reasonable opportunity for preparation; (2) right to a full and fair hearing before the Board or its designee; (3) right to an adult representative or legal counsel; (4) opportunity to testify, present evidence, and witnesses in his or her defense; and (5) opportunity to examine the evidence presented by the school administration and, minimally, an opportunity to view the identity of the District's witnesses and the oral or written report of the facts to which each District witness testifies.

The District shall send a notice of the hearing to the student and parent. The notice shall be in writing and shall give information about the nature of the evidence to be used against the student. If the District makes a good-faith effort to inform the student and parent of the time and place of the hearing, the District may hold the hearing, regardless of whether the student, the student's parent or guardian, or another adult representing the student attends.

During the hearing, the District may rely on the hearsay evidence of school administrators who investigate discipline infractions. The decision shall be based exclusively on evidence presented at the hearing. The final decision shall be communicated promptly to the student and parent. If the Board's designee conducts the hearing, a tape recording or transcript of the proceeding shall be made for the Board's review on appeal, in the event the matter is appealed to the Board.

After the due process hearing, the expelled student may request that the Board of Trustees review the expulsion decision by submitting a written request to the superintendent within 3 days after receipt of the written expulsion decision. The superintendent must provide the student or parent with written notice of the date, time, and place of the meeting at which the Board will review the expulsion decision. The Board will review the record of the expulsion hearing in a closed session unless the parent requests that the meeting be open to the public. The Board shall review the record, shall hear statements from both parties, and shall communicate its decision orally at the conclusion of the presentation. Consequences of expulsion are not deferred pending the hearing or outcome.

If the student has been removed under the emergency expulsion provision pending the expulsion hearing, the principal or designee shall schedule a hearing within a reasonable time period (ten consecutive days) and shall invite the student's parent to attend. Pending the hearing, the student may be placed into another appropriate classroom, in-school suspension, or out-of-school suspension or the DAEP.

*Placement in a Juvenile Justice Alternative Education Program (JJAEP)*

Students who are expelled are referred for enrollment in the Bexar County Juvenile Justice Academy, the JJAEP school for Bexar County expelled students. Not later than the second business day after the hearing, the District shall deliver a copy of the expulsion order to the juvenile court as well as the information required pursuant to the Texas Family Code. A copy of the expulsion order shall be provided to the student and the student's parent.

*Length of Expulsion*

The length of expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements. Each expulsion decision shall be made on a case-by-case basis with the maximum period of one year unless, after a review, the District determines that the student is a threat to the safety of other students or to District employees or that extended expulsion is in the best interest of the student. Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion. If the length of expulsion is inconsistent with the guidelines herein, the expulsion order shall give notice of the inconsistency.

**ADDITIONAL DAEP AND EXPULSION GUIDELINES**

The District shall provide transportation to students in a DAEP.

*Restrictions During DAEP or Expulsion*

During a DAEP placement or expulsion, a student may not participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations. For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the placement order.

*Additional Misconduct*

If, during the disciplinary placement the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or other appropriate administrator may issue an additional disciplinary order as a result of those proceedings.

*Notice of Criminal Proceedings*

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the District if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication (see glossary), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty, or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review. After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the Board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the Board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The Board shall make a record of the proceedings. If the Board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

*Withdrawal During Process*

When a student violates the District's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the District before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the District during the same or a subsequent school year, the District may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another District. If the campus behavior coordinator or the Board fails to issue a placement order after the student withdraws, the next District in which the student enrolls may complete the proceedings and issue a placement order.

*Transfer or Withdrawal from a DAEP or JJAEP*

If a student transfers into SAISD from another school district in which the student was placed in a DAEP, SAISD shall continue the

placement under the terms of the order provided by the sending school district. Students who transfer out of SAISD to another public or private institution, including students who withdraw from SAISD for the purpose of home schooling, and students who do not attend the DAEP or JJAEP for the duration of the placement for any reason (other than reasons which constitute an "excused absence" under SAISD policy), shall be required, upon returning to SAISD, to complete the number of days missed in the DAEP or JJAEP before being allowed to return to the regular campus. In the event that the student transfers out of SAISD while DAEP or expulsion proceedings are pending, SAISD will complete the placement proceedings.

#### *Placement Review*

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or Board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

### **CREDIT DURING DISCIPLINARY PROCESS**

Students shall receive full credit for assignments completed in a DAEP, including in-school suspension or on-campus intervention. Students suspended from school are entitled to make up assignments or tests, regardless of the reason for the suspension. Teachers are to inform students of the time allotted for completion of the work. Students are responsible for obtaining the assignments and completing the work within the time allotted, and students are allowed to make up both class work and homework.

Students who are placed in the Bexar County Juvenile Justice Academy following expulsion are eligible to receive credit for coursework completed during the placement. Students with disabilities will receive educational services during expulsion as determined by the Admissions, Review, and Dismissal (ARD)/Section 504 Committee.

### **Transition Services**

In accordance with law and District procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP or JJAEP. See policy FOCA(LLEGAL) for more information. The DAEP administrator will need to give the parent and the principal written notice of the date of the return to the regular campus. Also, the DAEP administrator will need to provide the regular campus principal with an assessment of the student's academic growth while in the DAEP and the results of any assessment instruments that were administered. The DAEP campus administrator must then coordinate the student's transition to a regular classroom. This must be done within five instructional days after release from DAEP. This coordinated effort must involve assistance and recommendations from 1) school counselors, 2) school district peace officers, 3) SROs, 4) CBCs, and 5) classroom teachers who are or may be responsible for implementing the "personalized transition plan."

The campus administrator is responsible for developing the personalized transition plan. It must include recommendations for the best educational placement of the student, and it may include 1) recommendations for counseling, behavioral management, or academic assistance for the student, with a concentration on the student's academic or career goals; 2) recommendations for assistance in obtaining access to mental health services provided by the District, a local mental health authority, or another private or public entity; 3) information to the parent about how to request a Special Education evaluation; and 4) a regular review of progress toward academic or career goals. If practicable, the campus administrator must meet with the parent to coordinate plans for the transition.

### **PHYSICAL RESTRAINT**

District employees may, within the scope of the employee's duties, use appropriate physical restraint to a student that the employee reasonably believes is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury
2. Obtain possession of a weapon or other dangerous object
3. Prevent a student from fleeing when fleeing would put the student or others in danger
4. Protect property from serious damage

Students with IEPs are also subject to physical restraint in accordance with TAC §891.1053(c). A school employee, volunteer, or independent contractor may use restraint only in an emergency and with the following limitations:

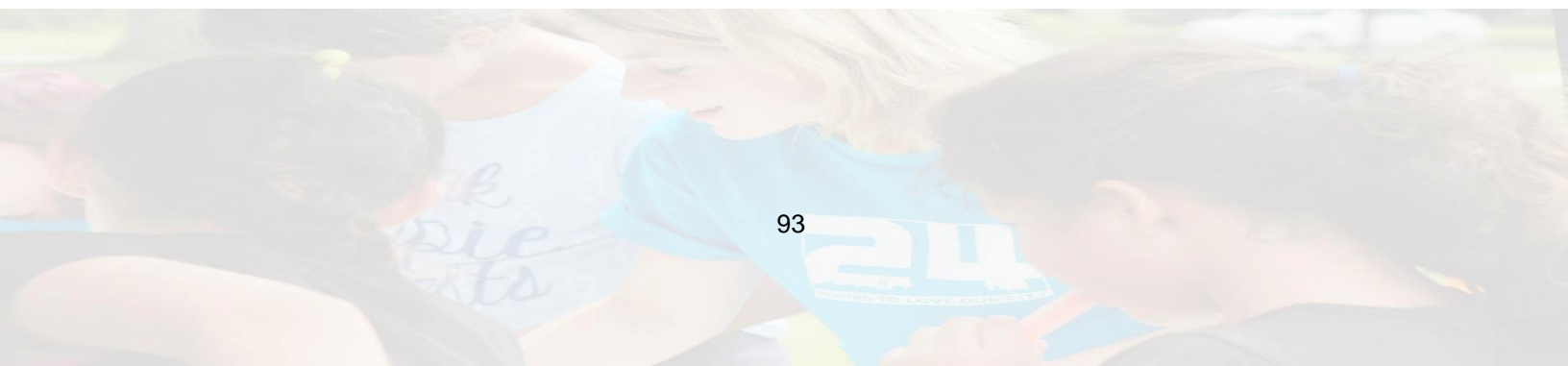
- Restraint must be limited to the use of such reasonable force as is necessary to address the emergency.
- Restraint must be discontinued at the point at which the emergency no longer exists.
- Restraint must be implemented in such a way as to protect the health and safety of the child and others.
- Restraint must not deprive the child of basic human necessities.

Training for school employees, volunteers, or independent contractors must be provided according to the following requirements:

- A core team of personnel on each campus must be trained in the use of restraint, and the team must include a campus administrator or designee and any general or Special Education personnel likely to use restraint.
- Personnel called upon to use restraint in an emergency and who have not received prior training must receive training within 30 school days following the use of restraint.
- Training on use of restraint must include prevention and de-escalation techniques and provide alternatives to the use of restraint.
- All trained personnel must receive instruction in current professionally accepted practices and standards regarding behavior management and the use of restraint.

In accordance with §89.1053(e), the following documentation requirements must be met in a case in which restraint is used by school employees, volunteers, or independent contractors:

- On the day restraint is utilized, the campus administrator or designee must be notified verbally or in writing regarding the use of restraint.
- On the day restraint is utilized, a good-faith effort must be made to verbally notify the parent regarding the use of restraint.
- Written notification of the use of restraint must be placed in the mail or otherwise provided to the parent within one school day of the use of restraint.
- Written documentation regarding the use of restraint must be placed in the child's Special Education eligibility folder in a timely manner so the information is available to the Admissions, Review, and Dismissal (ARD) Committee when it considers the impact of the child's behavior on the child's learning and/or the creation or revision of a behavior intervention plan (BIP).
- Written notification to the parent and documentation to the child's Special Education eligibility folder must include the following:
  - Name of the child
  - Name of the staff member or staff members administering the restraint
  - Date of the restraint and the time the restraint began and ended
  - Location of the restraint
  - Nature of the restraint
  - A description of the activity in which the child was engaged immediately preceding the use of restraint
  - The behavior that prompted the restraint
  - The efforts made to de-escalate the situation and alternatives to restraint that were attempted
  - Information documenting parent contact and notification



# SECTION VI: GLOSSARY

**ABUSE:** Improper or excessive use.

**ACCELERATED INSTRUCTION:** An intensive supplemental program designed to address the needs of an individual student in acquiring the knowledge and skills required at his or her grade level and/or as a result of a student not meeting the passing standard on a state-mandated assessment.

**ACT:** One of the two most frequently used college or university admissions exams: the American College Test. The test may be a requirement for admission to certain colleges or universities.

**AGGRAVATED ASSAULT:** An assault which causes serious bodily injury to another; or an assault during which the person uses or exhibits a deadly weapon.

**AGGRAVATED ROBBERY:** Defined in part by Penal Code 29.03(a) when a person commits robbery and:

1. Causes serious bodily injury to another;
1. Uses or exhibits a deadly weapon; or
2. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
  - a. 65 years of age or older, or
  - b. A disabled person.

**ARD (Admissions, Review, and Dismissal):** An ARD Committee serves to make decisions regarding the educational program of students who qualify for Special Education services. The eligible student's parents are part of the committee.

**ARMOR-PIERCING AMMUNITION:** Handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**ARSON:** 1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage: a. any vegetation, fence, or structure on open-space land; or b. Any building, habitation, or vehicle: 1) Knowing that it is within the limits of an incorporated city or town, 2) Knowing that it is insured against damage or destruction, 3) Knowing that it is subject to a mortgage or other security interest, 4) Knowing that it is located on property belonging to another, 5) Knowing that it has located within it property belonging to another, or 6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another;

2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or 3. A crime that involves intentionally starting a fire or causing an explosion and in so doing; a. Recklessly damages or destroys a building belonging to another, or b. Recklessly causes another person to suffer bodily injury or death.

**ASSAULT:** Intentionally, knowingly, or recklessly causing bodily injury to another; or intentionally, knowingly, or recklessly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another when the person knows or should reasonably believe that the other will regard the contact as offensive or provocative.

**ATTENDANCE REVIEW COMMITTEE:** This group is sometimes responsible for reviewing a student's absences when the student's attendance drops below 90 percent, or in some cases 75 percent, of the days the class is offered. Under guidelines adopted by the board, the committee will determine whether there were extenuating circumstances for the absences and whether the student needs to complete certain conditions to master the course and regain credit or a final grade lost because of absences.

**BEXAR COUNTY JUVENILE JUSTICE ACADEMY EDUCATION PROGRAM (BCJJAEP):** An alternative school administered by the Bexar County Juvenile Justice Board that provides education services to students who are expelled.

**BEHAVIOR IMPROVEMENT PROGRAM:** An educational program offered by the District to meet the behavior needs of some eligible Special Education students.

**BOARD POLICIES:** Statements adopted by the SAISD Board of Education that govern the District. The policies are based on laws and other official authority, such as the U.S. and Texas Constitutions, federal statutes, the Texas Education Code, other state laws, etc. All Board policies are available on the SAISD webpage at [www.saisd.net](http://www.saisd.net) under the "Board of Trustees" tab.

**BREACH OF COMPUTER SECURITY:** Knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer

network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages, or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

**BULLYING:** Defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying (see below). This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**CHEMICAL-DISPENSING DEVICE:** Defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category

**CITATION ("TICKET"):** Notice of disorderly conduct, tobacco use or other legal violation that may be issued by law enforcement personnel when a student engages in certain conduct; this is an action separate from any school disciplinary action.

**CLT (Campus Leadership Team):** Each campus has a team composed of employees, parents, and community members to advise the principal.

**CLUB:** Defined by Penal Code 46.01 as an instrument that is specially designed, made, or adapted for the purpose of

inflicting serious bodily injury or death by striking a person with the instrument and includes, but is not limited to, the following: blackjack; nightstick; mace; tomahawk.

**CONTROLLED SUBSTANCE:** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**CRIMINAL MISCHIEF (VANDALISM):** Without the effective consent of the owner, (a) intentionally or knowingly damaging or destroying the tangible property of the owner; (b) intentionally or knowingly tampering with the tangible property of the owner and causing financial loss or substantial inconvenience to the owner or a third person; or (c) intentionally or knowingly making markings, including inscriptions, slogans, drawings, or paintings, on the tangible property of the owner. (See also GRAFFITI)

**CRIMINAL STREET GANG:** Three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**CYBERBULLYING:** Defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**DAEP (Disciplinary Alternative Education Program):** A placement for students who have violated certain provisions of the Student Code of Conduct.

**DANGEROUS DRUG:** Defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**DATING VIOLENCE:** When a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**DEADLY CONDUCT:** When a person commits an offense by recklessly engaging in conduct that places another in imminent danger of serious bodily injury or by knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**DEFERRED ADJUDICATION:** An alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**DEFERRED PROSECUTION:** May be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**DELINQUENT CONDUCT:** Conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM (DAEP):** An educational program provided by the School District for students who have engaged in serious misconduct, such as assault, drug- or alcohol-related offenses, public lewdness, glue or paint abuses, and unruly, disruptive, or abusive classroom behavior. DAEPs are located off the regular campus so that students in DAEPs are separated from students in the regular program. The DAEP provides supervision and counseling and focuses on English language arts, mathematics, science, history, and self-discipline.

**DISCRETIONARY:** Something that is left to or regulated by a local decision-maker.

**DISRUPTIVE BEHAVIOR:** Any oral or physical behavior by a student that is deemed by a teacher or other school official to interfere with the delivery of classroom instruction or that infringes upon the peace and tranquility of the campus environment or a school-related activity.

**DISTRICT LEADERSHIP TEAM (DLT):** A District-level team composed of professional employees, parents, community members, and business representatives.

**DUE PROCESS HEARING:** A hearing provided any student who is recommended for expulsion at which time the student and parent/guardian can present evidence and testimony in the student's defense. The Hearing Officer makes the decision regarding expulsion based on the evidence presented at

the hearing. (See section V of this SAISD Student Code of Conduct for complete details of the due process hearing.)

**EXPLOSIVE WEAPON:** Defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**EXPULSION:** An act of the District administration which prohibits a student from attending school for a period in excess of three school days. Expulsions can be for periods as long as a semester or a school year. In serious cases, an expulsion can be longer than one school year.

**FALSE ALARM OR REPORT:** Knowingly initiating, communicating, or circulating a report of a present, past, or future bombing, fire, offense, or other emergency that the person knows to be false or baseless and that would ordinarily cause action by an official or voluntary agency organized to deal with emergencies, place a person in fear of imminent serious bodily injury, or prevent or interrupt the occupation of a building, room, place of assembly, place to which the public has access, or automobile or other mode of transportation. If the offense involves, among other services and entities, a public school, the offense is a felony.

**FELONY OFFENSE:** An offense that is considered grave and that is designated as a felony by law or is punishable by death or confinement in a penitentiary; an offense more serious than a misdemeanor.

**FELONY CRIMINAL MISCHIEF:** Criminal mischief constitutes a felony if the property damage meets or exceeds \$1,500. This offense may result in expulsion.

**FERPA:** Refers to the federal Family Educational Rights and Privacy Act that grants specific privacy protections to student records. The law contains certain exceptions, such as directory information, unless a student's parent or a student 18 or older directs the school not to release directory information.

**FIREARM:** Under federal law and offense code 90, includes:

- Any weapon (including a starter gun), which will or is designed to or which may readily be converted to expel a projectile by the action of an explosive;
- The frame or receiver of any such weapon;
- Any firearm muffler or firearm silencer;

Any destructive device, such as any explosive, incendiary or poison gas bomb, grenade, rocket, missile, mine, or device similar to any of the preceding described devices. It also means any type of weapon by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has a barrel with a bore of more than one-half inch in diameter; and any combination of parts either designed or intended for use in converting any device into a destructive device and from which a destructive device may be readily assembled. Under Texas law, "firearm" generally means any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily converted to that use. "Firearm" does not include antique or curio firearms or replicas of antique or curio firearms.

**FIREARM SILENCER:** Defined by Texas Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.

**GANG:** An organization composed, in whole or in part, of students, which seeks to perpetuate itself by taking in additional members from the student population on the basis of the decision of the organization's membership as a whole, rather than on the free choice of the individual student.

**GANG ACTIVITIES AND SECRET SOCIETIES:** Students who participate in gang activities shall be subject to disciplinary action as outlined in the Student Code of Conduct. In addition, a person who coerces, solicits, or induces gang membership may be charged with a state jail felony or a third-degree felony in accordance with state law. The following activities may be considered to be gang-related:

1. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, emblems, badges, symbols, signs, graffiti, or other affiliation in any gang;
2. Committing any act or omission or using any speech, either verbal or nonverbal (gestures, handshakes, etc.), showing membership or affiliation in a gang;
3. Using any speech or committing any act or omission in furtherance of interest in any gang or gang activity, including, but not limited to:
  - i. Soliciting others for membership in any gang;
  - ii. Requesting any person to pay for protection, or otherwise intimidating or threatening any person;
  - iii. Inciting other students to act with physical violence upon any other person;
  - iv. Engaging in conduct with others in intimidating, fighting, assaulting, or threatening to assault others;
  - v. Committing any other illegal acts or other violations of District policies.

**GANG-FREE ZONES:** For purposes of the District, a gang-free zone includes a school bus and a location in, on, or within 1,000 feet of any District-owned or -leased property or campus playground.

**GRAFFITI:** The offense of graffiti may fall into two categories:

- A person commits an offense if with paint, a permanent (indelible) marker, or an etching or engraving device and without the effective consent of the owner the person intentionally or knowingly makes markings, including inscriptions, slogans, drawings, or paintings, on the tangible property of the owner. If the marking is made on a school (defined as private or public elementary or secondary school), and financial loss to real or tangible property is less than \$20,000, the offense is a felony.
- Graffiti that is made with items other than paint or an indelible marker, or an etching or engraving device may be categorized as criminal mischief and may be punishable as a felony or misdemeanor, depending upon the extent of the damage and/or other application of the law. (See also CRIMINAL

## MISCHIEF, VANDALISM)

**HARASSMENT:** Threatening to cause harm or bodily injury to another person, including a District student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b) (2) of the Education Code. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:

1. Imitating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
2. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
3. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; and
4. Sending repeated electronic communication in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

**HAZING:** Defined by Section 37.151 of the Education Code as any intentional, knowing, or reckless act directed against a student, whether on or off the campus, by one person alone or acting with others, directed against a student for the purpose of pledging, being initiated into, affiliating with, holding office in, or maintaining membership in any organization whose members are or include other students. The term includes, but is not limited to:

1. Any type of physical brutality, such as whipping, beating, striking, branding, electronic shocking, placing of a harmful substance on the body, or similar activity.
2. Any type of physical activity, such as sleep deprivation, exposure to the elements, and confinement in a small space, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or the safety of the student.
3. Any activity involving consumption of a food, liquid, alcoholic beverage, liquor, drug, or other substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or the safety of the student.

4. Any activity that intimidates or threatens the student with ostracism, that subjects the student to extreme mental stress, shame, or humiliation, or that adversely affects the mental health or dignity of the student or discourages the student from entering or remaining registered in a District school, or that may reasonably be expected to cause a student to leave the organization or the school rather than submit to acts described above.
5. Any activity that induces, causes, or requires the student to perform a duty or task that involves a violation of the Texas Penal Code.

**HIT LIST:** Defined by Section 37.151 of the Education Code as a list of people targeted to be harmed, using a firearm, as defined by Section 46.01 (3), Penal Code; a knife, as defined by Sections 46.01 (7), Penal Code; or any other object to be used with intent to cause bodily harm.

**HONORARY PRIVILEGES:** Are privileges allowed or granted by the school or the District such as but not limited to participation in school-related activities and events such as prom, graduation ceremonies, senior trips, noninstructional field trips, etc.

**IAP:** Individual Accommodation Plan. An IAP is developed for each student who receives Section 504 services to meet the student's individual needs.

**IEP:** Individual Education Plan. An IEP is the written record of the individualized education program prepared by the ARD Committee for a student with disabilities who is eligible for Special Education services. The IEP contains several parts, such as a statement of the student's present educational performance; a statement of measurable annual goals, with short-term objectives; the Special Education and related services and supplemental aids and services to be provided, and program modifications or support by school personnel; a statement regarding how the student's progress will be measured and how the parents will be kept informed; accommodations for state for District-wide tests; etc.

**IMPROVISED EXPLOSIVE DEVICE:** Defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**INDECENT EXPOSURE:** Defined by Penal Code 21.08 as an offense that occurs when a person exposes his or her anus or any part of his or her genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

**INDELIBLE MARKER (used for graffiti):** A device that makes a mark with a paint or ink product that is specifically formulated to be more difficult to erase, wash out, or remove than ordinary paint or ink products.

**INHALANTS (ABUSABLE GLUE OR PAINT):** Glue or paint that is (a) packaged in a container holding a pint or less by volume or less than two pounds by weight; and (b) labeled in accordance with the labeling requirements concerning precautions against inhalation established by the Federal Hazardous Substances Act (15 U.S.C. § 1261, et seq.) and under regulations adopted under that Act.

**IN-SCHOOL SUSPENSION (ISS):** An alternative placement on the regular school campus for students officially removed from the regular classroom for disciplinary reasons. The school administration may place a student in ISS for a temporary period in accordance with the Student Code of Conduct.

**INTIMATE VISUAL MATERIAL:** Defined by Texas Civil Practices and Remedies Code 98B.001 and Texas Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**JURISDICTION:** The sphere of authority or control; the territorial range over which District authority extends.

**KNIVES:** Knives fall into three categories in relation to offenses in this Student Code of Conduct. Possessing, using, or exhibiting any knife is prohibited by the SAISD Student Code of Conduct. Knives can cause serious injury and possessing, using, or exhibiting most knives are considered Level III or IV offenses and can result in expulsion or DAEP placement. Also, as with other weapons, using any knife in a threatening manner can lead to other serious charges.

1. A LOCATION-RESTRICTED KNIFE – Level IV Offense (expulsion): Defined by the Penal Code 46.01 as a knife with a blade over 5½ inches.
2. A PROHIBITED WEAPON – Level IV Offense (expulsion): A dagger or similar knife is classified as a prohibited weapon. The length of the blade is not a factor in identifying these knives, since they are identified by their design and features.

**OTHER KNIVES:** Possession of any other knife, with a blade length up to and including 5½ inches, is prohibited by the Student Code of Conduct. Lock-blade knives, if the blade is 5½ inches or less in length, are included in this category. The administrator determines the consequence based on the size of the knife and the student's actions regarding the knife (such as whether the student was possessing or was also displaying the knife.) These knives may be considered to be a violation of a Level III offense, resulting in DAEP placement, or Level II offense, generally resulting in suspension from school or other serious consequences.

**KNUCKLES:** Means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**LOOK-ALIKE WEAPON:** Means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**MACHINE GUN:** As defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**MANDATORY:** Means that something is obligatory or required because of an authority.

**MARTIAL ARTS OBJECTS:** Various objects that may be used as weapons, such as shurikan (throwing stars), nunchakus ("nun-chucks"), tonfa (wooden weapon), staff, baton (short stick), and bolo (long cord with weights at each end). Many of these objects are within the definitions of illegal knives or prohibited weapons under the Penal Code, and their possession or use may constitute a Level III or IV offense.

**MISDEMEANOR OFFENSE:** An offense so designated by law or punishable by fine, by confinement in jail, or by both fine and confinement in jail; less serious than a felony.

**NCLB ACT:** The federal No Child Left Behind Act of 2001.

**OBSCENE:** "Obscene" as defined by Penal Code 42.07 means containing a patently offensive description of or a solicitation to commit an ultimate sex act, including sexual intercourse, masturbation, cunnilingus, fellatio, or anilingus, or a description of an excretory function.

**ONLINE HARASSMENT:** Person commits an offense if the person uses the name or persona of another person to create a web page on or to post one or more messages on a commercial networking site without obtaining the other person's consent AND with the intent to harm, defraud, intimidate, or threaten any person.

**PARAPHERNALIA:** Any device that can be used to inhale, ingest, inject, or otherwise introduce a controlled substance into a human body.

**PARENT:** Throughout this document, the term "parent" refers to a parent, guardian, or other person having lawful control under court order.

**PGP (Personal Graduation Plan):** Recommended for all students entering grade 9 and is required by state law for any student in middle school or higher who fails a section on a state-mandated test or is identified by the District as not likely to earn a high school diploma before the fifth school year after he or she begins grade 9.

**POSSESSION:** The actual care, custody, control, or management of an object. Possession does not require that the person have the object being possessed on

his/her person; having an object in one's locker, book bag, telecommunication or electronic device, vehicle, or other area where one exercises care, custody, control, or management is possession. For administrative purposes, any student who accepts possession of an illegal or prohibited item and who does not submit it immediately to a school official shall be considered to be in possession of the item and shall be subject to appropriate disciplinary action.

**PRIVILEGE:** Permission or authorization to participate and/or hold membership in school-related or extracurricular activities, including, but not limited to, the following: honor and scholarship clubs/societies and activities, or other school-related clubs/societies and activities; school assemblies, graduation exercises, school dances, junior-senior proms, class or group trips (other than instructional field trips which are part of the curriculum); theater organizations, plays, presentations/performances, and talent shows; student body government, class organizations, and other similar activities and organizations; and participation in field days, carnivals, or other school-related celebrations.

**PROHIBITED WEAPON:** Under Texas Penal Code 46.05(a) means:

1. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
  - a. An explosive weapon;
  - b. A machine gun;
  - c. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical-dispensing device;
4. A zip gun;
5. A tire deflation device;
6. An improvised explosive device; or
7. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

**PROHIBITION:** A rule, law, order, or decree that forbids something.

**PUBLIC SCHOOL FRATERNITY, SORORITY, SECRET SOCIETY, OR GANG:** An organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are excepted from this definition.

**PUBLIC LEWDNESS:** Defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviant sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

**REASONABLE BELIEF:** That which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Article 15.27 of the Code of Criminal Procedure.

**REASONABLE SUSPICION:** An awareness of facts about a particular student or students that reasonably suggests a violation of the Student Code of Conduct or other school policies or rules.

**RETALIATION:** Intentionally or knowingly harming or threatening another by an unlawful act in retaliation for or on account of the service of that person as a public servant (e.g., teacher), witness, informant, or one who has reported the occurrence of a crime.

**SAT:** One of the two most frequently used college or university admissions exams: the Scholastic Aptitude Test. The test may be a requirement for admissions to certain colleges or universities.

**SCHOOL DAYS:** Days the schools are in session according to the official District calendar adopted by the Board of Education.

**SECTION 504:** The federal law that prohibits discrimination against a student with a disability, requiring schools to provide opportunities for equal services, programs, and participation in activities. Unless the student is determined to be eligible for Special Education services under the Individuals with Disabilities Education Act, general education with appropriate instructional accommodations will be provided.

**SELF-DEFENSE:** The use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

**SERIOUS MISBEHAVIOR:** (1) Deliberate violent behavior that poses a direct threat to the health or safety of others; (2) extortion, meaning the gaining of money or other property by force or threat; (3) conduct that constitutes coercion, as defined by Section 1.07, Texas Penal Code; or (4) conduct that constitutes the offense of: (a) public lewdness under Penal Code 21.07, (b) indecent exposure under Penal Code 21.08, (c) criminal mischief under Penal Code 28.03, (d) hazing under Education Code 37.152, or (e) harassment under Penal Code 42.07(a)(1) of a student or District employee.

**SERIOUS OR PERSISTENT MISBEHAVIOR:** Includes but is not

limited to: (1) behavior that is grounds for permissible expulsion or mandatory DAEP placement; (2) behavior identified by the District as grounds for discretionary DAEP placement; (3) actions or demonstrations that substantially disrupt or materially interfere with school activities; (4) refusal to attempt or complete schoolwork as assigned; (5) insubordination; (6) profanity, vulgar language, or obscene gestures; (7) leaving school grounds without permission; (8) falsification of records, passes, or other school-related documents; and (9) refusal to accept discipline assigned by the teacher or principal. Please see the Level III Offenses section for the definition of "persistent misbehavior," which is different than "serious or persistent misbehavior."

**SEXTING:** Sending or posting electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.

**SEXUAL HARASSMENT:** Unwanted or unwelcome verbal or physical conduct of a sexual nature directed toward another person, whether by word, gesture, or any other sexual conduct, including request for sexual favors. (Note: Some conduct of this nature may be so offensive that it also may be classified as a felony or other illegal offense and may therefore result in DAEP placement or expulsion.)

**SHAC (School Health Advisory Council):** A group of at least five members, a majority of whom must be parents, appointed by the school board to assist the District in ensuring that local community values and health issues are reflected in the District's health education instruction, along with providing assistance with other students and employee wellness issues.

**SHORT-BARREL FIREARM:** Defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**STATE-MANDATED ASSESSMENTS:** Required of students at certain grade levels and in specified subjects. Successful performance sometimes is a condition of promotion, and passing the exit-level TAKS or STAAR EOC assessment, as applicable, is a condition of graduation. Students have multiple opportunities to take the tests if necessary for promotion or graduation.

**SWITCHBLADE:** Any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or by the force of gravity or centrifugal force. The term does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife.

**SUSPENSION (Out of School):** An act of the school administration taken as a disciplinary action which prohibits

a student from attending school for one, two or three school days. The student is not allowed on the home campus or any other school campus or at any school-related activity during the period of suspension. If the student violates this prohibition, the student can be charged with illegal trespass, a Class C misdemeanor.

**TELPAS:** Texas English Language Proficiency Assessment System, which assesses the progress that English language learners make in learning the English language, and is administered for those who meet the participation requirements in kindergarten through grade 12.

**TERRORISTIC THREAT:** Defined by Penal Code 22.07 as a threat to commit any offense involving violence to any person or property with intent to: (1) cause a reaction of any type by an official or volunteer agency organized to deal with emergencies; (2) place any person in fear of imminent serious bodily injury; (3) prevent or interrupt the occupation or use of a building, room, place of assembly, etc.; or (4) cause impairment or interruption of public communication, transportation, power supply, water, gas, or public service.

**THREATS:** A bomb threat and other threats may be classified as a "false alarm or report," which is a felony offense (see FALSE ALARM OR REPORT). Some threats are classified as "terroristic threats" (see TERRORISTIC THREAT). School personnel shall take all threats seriously, whether toward a person or a group or a school and take disciplinary action. In most cases, threats constitute Level III offenses and can result in DAEP placement.

**TIRE DEFLATION DEVICE:** Defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**TITLE 5 FELONY OFFENSES:** Title 5 of the Penal Code identifies "offenses against the person" which include, but are not limited to, such serious crimes as murder, capital murder, manslaughter, criminally negligent homicide, aggravated kidnapping, indecency with a child, sexual assault, aggravated assault, aggravated sexual assault, injury to a child, elderly individual or disabled individual, and abandoning or endangering a child. For a complete listing and explanation, see Texas Penal Code.

**TRESPASSING:** A person entering or remaining on property or in a building without effective consent and the person had notice that the entry was forbidden or received oral or written notice to depart but failed to do so.

**TRUANCY:** Failure of a student to attend school or class when the student's absence has not been excused by the District.

**TxVSN:** The Texas Virtual School Network, which provides online courses for Texas students to supplement the

instructional programs of public school districts. Courses are taught by qualified instructors, and courses are equivalent in rigor and scope to a course taught in a traditional classroom setting.

**UIL:** Refers to the University Interscholastic League, the statewide voluntary nonprofit organization that oversees educational extracurricular academic, athletic, and music contests.

**UNDER THE INFLUENCE:** Lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

**VANDALISM:** Destruction or damage to property. Parents or guardians of students guilty of damaging school property shall be liable for damages in accordance with law, and may be subject to criminal penalties. (See also CRIMINAL MISCHIEF, GRAFFITI)

**VOLATILE CHEMICALS:** Harmful chemicals such as chloroform, acetone, ketone, methanol, toluene, etc. (See Texas Health and Safety Code Section 484.)

**WEAPON:** Any device, such as a gun, club, or knife, which can be used to inflict bodily harm upon a person.

**ZIP GUN:** Defined by Texas Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

# SECTION VII:

## CAMPUS BEHAVIOR COORDINATORS

As required by law, TEC 37.0012, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The District shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at [www.SAISD.net](http://www.SAISD.net). San Antonio Independent School District Board policy delegates to the principal or designee the authority to administer discipline at the campus level, and delegates the authority to remove students to a District Alternative Education Program (DAEP) or expulsion to the Juvenile Alternative Education Program (JJAEP). The campus behavior coordinator has the discretion to apply school-based discipline for specific violations or refer the matter to the District Disciplinary Hearing Office for review.

| Campus                         | Behavior Coordinator | Email Address  | Phone Number |
|--------------------------------|----------------------|--|--------------|
| Advanced Learning Acad. (4-12) | Fabiola Rivera       | <a href="mailto:frivera1@saisd.net">frivera1@saisd.net</a>       | 210-738-9763 |
| Brackenridge                   | Kimberley Ash        | <a href="mailto:KAsh@saisd.net">KAsh@saisd.net</a>               | 210-228-1200 |
| Burbank                        | Robert Alfaro        | <a href="mailto:RALFARO2@saisd.net">RALFARO2@saisd.net</a>       | 210-228-1210 |
| CAST Med                       | Gustavo Cordova      | <a href="mailto:gcordova@saisd.net">gcordova@saisd.net</a>       | 210-228-3380 |
| CAST Tech                      | Jacob Barber         | <a href="mailto:JBARBER1@saisd.net">JBARBER1@saisd.net</a>       | 210-554-2700 |
| Edison                         | Charles Fears        | <a href="mailto:CFEARS1@saisd.net">CFEARS1@saisd.net</a>         | 210-738-9720 |
| Fox Tech                       | Cassandra Vara       | <a href="mailto:CVARA2@saisd.net">CVARA2@saisd.net</a>           | 210-738-9730 |
| Highlands                      | Gerardo Arizpe       | <a href="mailto:garizpe@saisd.net">garizpe@saisd.net</a>         | 210-438-6800 |
| Houston                        | Marlon Davis         | <a href="mailto:MDAVIS4@saisd.net">MDAVIS4@saisd.net</a>         | 210-978-7900 |
| Jefferson                      | Luis De La Garza     | <a href="mailto:ldelagarza2@saisd.net">ldelagarza2@saisd.net</a> | 210-438-6570 |
| Lanier                         | Richard Sendejo      | <a href="mailto:RSENDEJO1@saisd.net">RSENDEJO1@saisd.net</a>     | 210-978-7910 |
| St. Philips ECHS               | Gregory Hiett        | <a href="mailto:ghiett1@saisd.net">ghiett1@saisd.net</a>         | 210-486-2406 |
| Travis ECHS                    | Michelle Garza       | <a href="mailto:MGARZA13@saisd.net">MGARZA13@saisd.net</a>       | 210-738-9830 |
| Young Women's                  | Christian Hawk       | <a href="mailto:caguilera1@saisd.net">caguilera1@saisd.net</a>   | 210-438-6525 |
| Davis                          | Kaye Robinson        | <a href="mailto:krobinson1@saisd.net">krobinson1@saisd.net</a>   | 210-978-7920 |
| Harris                         | Garland Whetzler     | <a href="mailto:GWHETZLER1@saisd.net">GWHETZLER1@saisd.net</a>   | 210-228-1220 |
| Irving                         | Veronica Garza       | <a href="mailto:vgarza10@saisd.net">vgarza10@saisd.net</a>       | 210-738-9740 |
| Longfellow                     | Derrick Cade         | <a href="mailto:dcade@saisd.net">dcade@saisd.net</a>             | 210-438-6520 |
| Lowell                         | Rachel Cantu         | <a href="mailto:rcantu2@saisd.net">rcantu2@saisd.net</a>         | 210-228-1225 |
| Poe                            | Yvonne Jordan        | <a href="mailto:yiordan1@saisd.net">yiordan1@saisd.net</a>       | 210-228-1235 |
| Rhodes                         | La Rhonda Nolan      | <a href="mailto:lnolan1@saisd.net">lnolan1@saisd.net</a>         | 210-978-7925 |
| Rogers                         | Trista Saunders      | <a href="mailto:tsaunders1@saisd.net">tsaunders1@saisd.net</a>   | 210-438-6840 |
| Tafolla                        | Cynthia Balle        | <a href="mailto:cballe@saisd.net">cballe@saisd.net</a>           | 210-978-7930 |
| Travis ECHS                    | Irene Cruz           | <a href="mailto:icruz2@saisd.net">icruz2@saisd.net</a>           | 210-738-9830 |
| Whittier                       | Emerald Jimenez      | <a href="mailto:ejimenez@saisd.net">ejimenez@saisd.net</a>       | 210-738-9755 |
| Advanced Learning Acad. (PK-3) | Ana Joseph           | <a href="mailto:AJOSEPH2@saisd.net">AJOSEPH2@saisd.net</a>       | 210-738-9760 |

| Campus                      | Behavior Coordinator | Email Address  | Phone Number |
|-----------------------------|----------------------|--|--------------|
| Ball                        | Dona Casso           | <a href="mailto:dcasso1@saisd.net">dcasso1@saisd.net</a>                       | 210-438-6845 |
| Beacon Hill                 | Tabitha Palencia     | <a href="mailto:tpalencia1@saisd.net">tpalencia1@saisd.net</a>                 | 210-738-9765 |
| Bonham                      | Blanca Gebhart       | <a href="mailto:bgebhart@saisd.net">bgebhart@saisd.net</a>                     | 210-228-3300 |
| Bowden                      | Veronica Valdovinos  | <a href="mailto:VVALDOVINOS1@saisd.net">VVALDOVINOS1@saisd.net</a>             | 210-738-9770 |
| Carvajal                    | Elisa Zavala         | <a href="mailto:ezavala1@saisd.net">ezavala1@saisd.net</a>                     | 210-978-7970 |
| Cotton                      | Eusebio Gonzalez     | <a href="mailto:EGONZALEZ4@saisd.net">EGONZALEZ4@saisd.net</a>                 | 210-738-9780 |
| Crockett                    | Kristina Johnson     | <a href="mailto:kjohnson2@saisd.net">kjohnson2@saisd.net</a>                   | 210-738-9785 |
| Douglass                    | Rosa Chapa           | <a href="mailto:rchapa2@saisd.net">rchapa2@saisd.net</a>                       | 210-228-3315 |
| Fenwick                     | Michelle Amaya       | <a href="mailto:mamaya@saisd.net">mamaya@saisd.net</a>                         | 210-438-6540 |
| Forbes                      | Erica Lopez          | <a href="mailto:EYOUNGLOVE1@saisd.net">EYOUNGLOVE1@saisd.net</a>               | 210-438-6850 |
| Foster                      | Danny Reyes          | <a href="mailto:dreyes@saisd.net">dreyes@saisd.net</a>                         | 210-438-6855 |
| Green                       | Jennifer Soto        | <a href="mailto:jsoto4@saisd.net">jsoto4@saisd.net</a>                         | 210-228-3325 |
| Hawthorne                   | Andrea Chase         | <a href="mailto:achase2@saisd.net">achase2@saisd.net</a>                       | 210-738-9795 |
| Herff                       | Naomi Escobedo       | <a href="mailto:nescobedo@saisd.net">nescobedo@saisd.net</a>                   | 210-228-3330 |
| Irving Dual Language (PK-2) | Veronica Garza       | <a href="mailto:vgarza10@saisd.net">vgarza10@saisd.net</a>                     | 210-738-9740 |
| Japhet                      | Lisa Ortiz           | <a href="mailto:lortiz@saisd.net">lortiz@saisd.net</a>                         | 210-228-3345 |
| M.L. King                   | Cynthia Trejo        | <a href="mailto:ctrejo2@saisd.net">ctrejo2@saisd.net</a>                       | 210-978-7935 |
| Margil                      | Andrea Castaneda     | <a href="mailto:acastaneda@saisd.net">acastaneda@saisd.net</a>                 | 210-738-9805 |
| Mission                     | Salina Mendez        | <a href="mailto:smendez5@saisd.net">smendez5@saisd.net</a>                     | 210-438-6880 |
| Ogden                       | Margaret Freeman     | <a href="mailto:MFREEMAN2@saisd.net">MFREEMAN2@saisd.net</a>                   | 210-738-9815 |
| Riverside Park              | Nicole Washington    | <a href="mailto:nwashington1@saisd.net">nwashington1@saisd.net</a>             | 210-228-3355 |
| W. Rogers                   | Jesus Solis          | <a href="mailto:JSOLIS5@saisd.net">JSOLIS5@saisd.net</a>                       | 210-738-9825 |
| Steele Montessori           | Maria Garza          | <a href="mailto:mgarza@saisd.net">mgarza@saisd.net</a>                         | 210-438-6870 |
| Twain Dual Language         | Jennifer Rosas       | <a href="mailto:jrosas3@saisd.net">jrosas3@saisd.net</a>                       | 210-738-9745 |
| Woodlawn                    | Maria Avila          | <a href="mailto:mavila@saisd.net">mavila@saisd.net</a>                         | 210-438-6560 |
| Young Men's                 | Daniel Luna          | <a href="mailto:dluna1@saisd.net">dluna1@saisd.net</a>                         | 210-354-9652 |
| Arnold                      | Nikki Demby          | <a href="mailto:ndemby@saisd.net">ndemby@saisd.net</a>                         | 210-438-6530 |
| Barkley-Ruiz                | Margarita Sifuentes  | <a href="mailto:msifuentes1@saisd.net">msifuentes1@saisd.net</a>               | 210-978-7940 |
| Baskin                      | Marissa Fain         | <a href="mailto:mfain@saisd.net">mfain@saisd.net</a>                           | 210-438-6535 |
| JT Brackenridge             | Cynthia Swanson      | <a href="mailto:CSWANSON1@saisd.net">CSWANSON1@saisd.net</a>                   | 210-978-7950 |
| Briscoe                     | Angelica Escobar     | <a href="mailto:aescobarsmithwick1@saisd.net">aescobarsmithwick1@saisd.net</a> | 210-228-3305 |
| Cameron                     | Alvoyd Jackson       | <a href="mailto:ajackson2@saisd.net">ajackson2@saisd.net</a>                   | 210-978-7960 |
| Collins Garden              | Cynthia Polanco      | <a href="mailto:cpolanco1@saisd.net">cpolanco1@saisd.net</a>                   | 210-228-3310 |
| De Zavala                   | Diana Martinez       | <a href="mailto:dimartinez@saisd.net">dimartinez@saisd.net</a>                 | 210-978-7975 |
| Franklin                    | Danette Almaraz      | <a href="mailto:dalmaraz2@saisd.net">dalmaraz2@saisd.net</a>                   | 210-738-9790 |
| Gates                       | Kimberly Barg        | <a href="mailto:kbarg@saisd.net">kbarg@saisd.net</a>                           | 210-978-7980 |
| Graebner                    | Veronica Foster      | <a href="mailto:vrodriguez5@saisd.net">vrodriguez5@saisd.net</a>               | 210-228-3320 |
| Highland Hills              | Elsie Garcia         | <a href="mailto:egarcia6@saisd.net">egarcia6@saisd.net</a>                     | 210-438-6860 |

| Campus                      | Behavior Coordinator  | Email Address  | Phone Number |
|-----------------------------|-----------------------|--|--------------|
| Highland Park               | Laura Romero          | <a href="mailto:LROMERO1@saisd.net">LROMERO1@saisd.net</a>               | 210-228-1220 |
| Hillcrest                   | Homer Rivera          | <a href="mailto:hrivera@saisd.net">hrivera@saisd.net</a>                 | 210-228-3340 |
| Hirsch                      | Kizzie Thomas Calhoun | <a href="mailto:KTHOMASCALHOUN1@saisd.net">KTHOMASCALHOUN1@saisd.net</a> | 210-978-7985 |
| Huppertz                    | Connie Carey          | <a href="mailto:ccarey1@saisd.net">ccarey1@saisd.net</a>                 | 210-438-6580 |
| Kelly                       | Jessica Ramirez       | <a href="mailto:jramirez4@saisd.net">jramirez4@saisd.net</a>             | 210-228-3350 |
| S. King                     | Edith Silva           | <a href="mailto:ebenavides@saisd.net">ebenavides@saisd.net</a>           | 210-978-7990 |
| Lamar                       | Rebecca E. Lopez      | <a href="mailto:RLOPEZ16@saisd.net">RLOPEZ16@saisd.net</a>               | 210-738-9800 |
| Madison                     | Krista Kite           | <a href="mailto:kkite1@saisd.net">kkite1@saisd.net</a>                   | 210-438-6545 |
| Maverick                    | Natasha Williams      | <a href="mailto:nwilliams7@saisd.net">nwilliams7@saisd.net</a>           | 210-438-6550 |
| Miller                      | Christine Weiland     | <a href="mailto:cweiland1@saisd.net">cweiland1@saisd.net</a>             | 210-978-7995 |
| Neal                        | Maria Astorga         | <a href="mailto:MASTORGA@saisd.net">MASTORGA@saisd.net</a>               | 210-738-9810 |
| Pershing                    | David Velasquez       | <a href="mailto:DVELASQUEZ1@saisd.net">DVELASQUEZ1@saisd.net</a>         | 210-738-9820 |
| Rodriguez                   | Anthony Rodriguez     | <a href="mailto:arodriguez3@saisd.net">arodriguez3@saisd.net</a>         | 210-978-8000 |
| Schenck                     | Emma Saldana          | <a href="mailto:esaldana2@saisd.net">esaldana2@saisd.net</a>             | 210-438-6865 |
| Smith                       | Cynthia Lopez         | <a href="mailto:clopez19@saisd.net">clopez19@saisd.net</a>               | 210-228-3360 |
| Stewart                     | Derek Lockhart        | <a href="mailto:TPCDLOCKHART1@saisd.net">TPCDLOCKHART1@saisd.net</a>     | 210-438-6875 |
| Storm                       | Nora Mazingo          | <a href="mailto:NMOZINGO@saisd.net">NMOZINGO@saisd.net</a>               | 210-978-8005 |
| Washington                  | Maria Carrizales      | <a href="mailto:ECarrizales@saisd.net">ECarrizales@saisd.net</a>         | 210-738-9840 |
| Wilson                      | Yvette Cantu          | <a href="mailto:ycantu2@saisd.net">ycantu2@saisd.net</a>                 | 210-738-9845 |
| Woodlawn Hills              | Amanda Valdez         | <a href="mailto:avaldez@saisd.net">avaldez@saisd.net</a>                 | 210-438-6565 |
| Carroll                     | Sarah Bishop          | <a href="mailto:SBISHOP1@saisd.net">SBISHOP1@saisd.net</a>               | 210-978-7965 |
| Gonzales                    | Lisa Frost-Heal       | <a href="mailto:lfrost1@saisd.net">lfrost1@saisd.net</a>                 | 210-438-6830 |
| Knox                        | Raymond Macias        | <a href="mailto:rmacias1@saisd.net">rmacias1@saisd.net</a>               | 210-228-3365 |
| Nelson                      | Marisa Mendez         | <a href="mailto:mmendez5@saisd.net">mmendez5@saisd.net</a>               | 210-438-6555 |
| Tynan                       | Sarah Bishop          | <a href="mailto:SBISHOP1@saisd.net">SBISHOP1@saisd.net</a>               | 210-738-9835 |
| Brewer                      | Jillian Lipp          | <a href="mailto:JLIPP@saisd.net">JLIPP@saisd.net</a>                     | 210-438-6825 |
| Cooper Navarro              | Timothy Sumner        | <a href="mailto:tsumner1@saisd.net">tsumner1@saisd.net</a>               | 210-438-6810 |
| Estrada A. C.               | Colleen Selko         | <a href="mailto:cselko@saisd.net">cselko@saisd.net</a>                   | 210-438-6820 |
| JT Brackenridge Alternative | Cynthia Swanson       | <a href="mailto:cswanson1@saisd.net">cswanson1@saisd.net</a>             | 210-978-7950 |
| Satellite Campuses          | Michael Jordan        | <a href="mailto:miordan@saisd.net">miordan@saisd.net</a>                 | 210-335-7865 |
| Texans CAN                  | Eva Key               | <a href="mailto:ekey@texanscan.org">ekey@texanscan.org</a>               | 210-354-9340 |

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
SCHOOL BOARD**

**Christina Martinez, *President***  
**Alicia Sebastian-Perry, *Vice President***  
**Arthur V. Valdez, *Secretary***  
**Ed Garza, *Trustee***  
**Leticia Ozuna, *Trustee***  
**Patti Radle, *Trustee***  
**Sarah Sorensen, *Trustee***

**SUPERINTENDENT  
Pedro Martinez**

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SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
514 W. Quincy Street | San Antonio, TX 78212 | Tel: 210.554.2200

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*Last Updated: May 2021*

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Presentation of 2020-2021 Stakeholder Survey Data

**PURPOSE:**  PRESENTATION/DISCUSSION  
 DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzman, Deputy Superintendent

**PRESENTER:** Beth Jones, Senior Executive Director, SEAD & Restorative Practices  
Tori Austin, Director, TIF Grant  
Elsa Griffin, Director, Family and Community Engagement

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board will be provided with an overview and key insights on stakeholder surveys administered during the 2020-2021 school year. The surveys included in this presentation are the Student Bill of Rights Survey (students), Insight Instructional Culture Survey (teachers), Student Social-Emotional-Academic Survey (students), Family Experience Survey (families), and ESSER (families and staff).

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** SAISD Foundation Update

**PURPOSE:**         PRESENTATION/DISCUSSION  
                       DISCUSSION/ACTION

**REQUESTED BY:** Pedro Martinez, Superintendent

**PRESENTER:**        Judy Geelhoed, SAISD Foundation Executive Director  
                          Kelly Boswell, SAISD Foundation Treasurer  
                          Ernest Bromley, SAISD Foundation Board Chair

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board will receive an update from the SAISD Foundation. This update will provide highlights of the Foundation’s activities over the last year. The 2020 SAISD Foundation Annual Audit Report will be presented. The SAISD Foundation will also share information on the following Strategic Priorities: Expand Student Experiences and Increase Post-Secondary Success. Donors, educator grants, as well as recent and upcoming events will also be highlighted.

As the Educational Foundation for the San Antonio Independent School District, the SAISD Foundation operates as a 501 (c) (3) public charity, with a mission to motivate the community to invest in students and teachers and a vision where all SAISD students and teachers thrive in San Antonio ISD public schools. The SAISD Foundation has invested nearly 30 million dollars over the past 15 years in educators’ grants, student scholarships and emergency gap awards, and strategic investments in SAISD schools and District programs.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

N/A

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of Appointment of Members to the Bond 2020 Citizens Advisory Committee**

**PURPOSE:**         **PRESENTATION/DISCUSSION**  
                          **DISCUSSION/ACTION**

**REQUESTED BY:** Christina Martinez, Board President

**PRESENTER:**        Sonia Canales, Director of Community Relations  
                         Willie Burroughs, Chief Operations Officer

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve individuals to serve on the Bond 2020 Citizens Advisory Committee (CAC).

On June 21, 2021, the Board discussed and approved the Committee Charter for the Citizens Advisory Committee. Applications were then received by individuals interested in serving on the CAC. A total of up to 24 members will be appointed, with each Board member naming three individuals to serve on the Committee. The Charter states that two of the three individuals appointed by the Board members shall reside within the respective Single-Member District. The third individual appointed by the Board member shall live within SAISD. In addition, three additional at-large representatives will be nominated by the Superintendent from business and community organizations located within SAISD's boundary.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board of Trustees approve individuals to serve on the Bond 2020 Citizens Advisory Committee.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.

SAISD will engage families and the community to be active partners in the education of our children.

SAISD will recognize the outstanding achievements of our students, staff and community members.

SAISD will have strong District-wide leadership and will recruit and retain quality staff.

SAISD will ensure fiscal health.

SAISD will facilitate a successful Bond initiative and its implementation.

SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**SAISD BOARD AGENDA  
SUMMARY FORM**

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**AGENDA TITLE:** **Approval of Appointments of Board Committee Chairs and Members to the Audit Subcommittee and the Student Advisory Committee by the Board President**

**PURPOSE:**             **PRESENTATION/DISCUSSION**  
                               **DISCUSSION/ACTION**

**REQUESTED BY:** Christina Martinez, Board President

**PRESENTER:**         Christina Martinez

**MEETING DATE:** August 16, 2021

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board of Trustees is requested to vote on the appointments of Board Committee Chairs and Members to the Audit Subcommittee and the Student Advisory Committee. The Board President will appoint the Chair and members of each committee.

In accordance with Board Policy BDB (LOCAL), the Board may from time to time establish committees of the Board for the purpose of bringing policy or other recommendations to the entire Board. The Board President shall appoint the chair and members. For all committees, the Board must approve a charter outlining the purpose, responsibilities, and start and end dates. The Board may also request staff support from the Superintendent. The President may appoint special committees as necessary to fulfill specific assignments.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board vote on the appointments of Board Committee Chairs and Members to the Audit Subcommittee and the Student Advisory Committee as presented.

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2021-2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.

- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Selection of Two SAISD Board Members to Serve in the 2021 Texas Association of School Boards (TASB) Delegate Assembly as a Delegate and Alternate

**PURPOSE:**             PRESENTATION/DISCUSSION  
                               DISCUSSION/ACTION

**REQUESTED BY:** Christina Martinez, Board President

**PRESENTER:**            Christina Martinez

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the selection of two SAISD Board members who will serve in the Texas Association of School Boards (TASB) Delegate Assembly. The Board is asked to designate both a delegate and an alternate.

TASB's Delegate Assembly gives the school board a direct voice in advocating for Texas public schools. This assembly meets once a year, by tradition, on the Saturday of the annual TASA/TASB Convention. The Delegate Assembly shall consist of (1) either the delegate or alternate of TASB Active Members (only one voting representative for each TASB Active Member shall be allowed on the Delegate Assembly floor at any one time except as described in 2 and 3 following), (2) members of the TASB Board of Directors, and (3) the four Legislative Advisory Council members of the TASB Legislative Committee. Each member of the Delegate Assembly is entitled to one vote and represents his or her district's interests on issues before the Delegate Assembly. The designated alternate serves when the designated delegate is not available.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolve that the Board approve the selection of two SAISD Board members who will serve as the Texas Association of School Boards (TASB) delegate and alternate in the 2021 Delegate Assembly.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 -2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.

- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

# Official Delegate Designation Form

**Please note:**

- Only board members of TASB Active Members (public school districts and ESCs) may serve as delegates or alternates.
- TASB Directors and the four Legislative Advisory Council (LAC) members serving on the TASB Legislative Committee are delegates by virtue of their positions. If one of your board members is also a TASB Director or one of the four LAC representatives, do not designate this member; he or she will already be participating as a voting delegate in the Assembly.
- If you are designating an individual newly elected to your board, please update your district's membership information in myTASB. The update form is available under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>). If you have any questions about updating your membership information, contact Michael Pennant (contact information located at bottom of page).
- The Delegate Assembly Handbook will be distributed electronically at least 20 days prior to Delegate Assembly. Hard copies of the Handbook will be available on site. (Mailed copies will be available by request.)
- You also may submit your designation online. The online form is available in myTASB under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>).

Credentials (ribbon and button) will be mailed to delegates and alternates who are registered by August 26. After that date, credentials must be picked up on site at Delegate Assembly.

**Delegate:** \_\_\_\_\_

Board position: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing address (if NOT the district address) for Delegate Assembly materials:

\_\_\_\_\_

**Alternate:** \_\_\_\_\_

Board position: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing address (if NOT the district address) for Delegate Assembly materials:

\_\_\_\_\_

**Name of school district:** \_\_\_\_\_

**County-district number:** \_\_\_\_\_ **TASB (ESC) region number:** \_\_\_\_\_

I hereby certify that the above persons were chosen by our board as our official voting delegate and alternate to the 2021 TASB Delegate Assembly scheduled for September 25 (as provided by the TASB Bylaws).

Board president: \_\_\_\_\_ Date: \_\_\_\_\_

*Please return your board's designations online or to the address below by August 26, 2021, to receive Delegate Assembly credentials by mail. Delegates submitted after August 26 will need to pick up credentials (button and ribbon) on site.*

Texas Association of School Boards  
Attn: Michael Pennant  
Email: [membercommunications@tasb.org](mailto:membercommunications@tasb.org)  
Fax: 512.467.3554



## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Agreements of Cooperation with the University of Texas at San Antonio (UTSA) and with St. Mary's University (StMU) for Expansion of Dual Credit Faculty with the College and Career Ready School Models Grant

**PURPOSE:**         PRESENTATION/DISCUSSION  
                          DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**        LeAnne Hernandez, Director, Organizational Learning  
                         Liz Ozuna, Executive Director, College Readiness/Postsecondary Initiatives

**MEETING DATE:** August 16, 2021

---

### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Agreements of Cooperation with the University of Texas at San Antonio (UTSA) and with St. Mary's University (StMU) to support the expansion of dual credit faculty through the College and Career Ready School Models (CCRSM) grant. This grant will involve 28 core subject area teachers from campuses with a PTECH or Early College program and will include Edison, Fox Tech, Highlands, Lanier and Sam Houston High Schools.

Teachers serving at one of the CCRSM campuses may complete from 18 hours of graduate level course work up to a Master's degree in their specific content teaching area over the next two years with tuition paid for through the grant. Partnerships with San Antonio College and St. Philip's College assure that teachers who complete the program will be approved as adjunct faculty to teach dual credit courses.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board of Trustees approve these agreements with the UTSA and STMU to support the expansion of dual credit faculty through the CCRSM grant.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.

- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**AGREEMENT OF COOPERATION**  
**BETWEEN**  
**ST. MARY’S UNIVERSITY**  
**AND**  
**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

This Agreement of Cooperation (“Agreement”) is entered into by and between ST MARY’S UNIVERSITY (herein after “St. Mary’s”) and SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein after “SAISD”). St. Mary’s and SAISD, may be herein referred to singly as a “Party” or collectively as the “Parties.”

:

**I. Purpose**

The purpose of this Agreement is to assist SAISD in educating and preparing educators at SAISD to teach dual credit courses by delivering the Program (see Section III) in a variety of formats: hybrid, online, and in-person so as to provide academic programs necessary to be credentialed.

**II. Agreement**

**A. Joint Responsibilities for the Program**

1. St. Mary’s and SAISD will work collaboratively to promote and implement the Program, which will start with the fall 2021 semester.
2. Each Party will designate one or more Program liaisons (“SAISD Liaison” and “University Representative”) to facilitate administration of the Program.

**B. St. Mary’s Responsibilities**

1. St. Mary’s will provide qualified faculty and appropriate graduate curricula for the Program.
2. St. Mary’s will conduct recruiting visits and information sessions to promote the Program and encourage qualified SAISD educators to apply to the Program.
3. St. Mary’s will admit qualified SAISD educators who meet St. Mary’s graduate admissions into the Program and provide notice of admission.
4. St. Mary’s will provide a faculty/graduate advisor for students in the Program and all student support services available to St. Mary’s students.

5. St. Mary's will deliver coursework appropriate for credentialing students in the Program to teach dual credit courses during fall, spring and summer sessions.
6. St. Mary's will be responsible for any other actions or items necessary for the smooth and efficient conduct of the activity hereunder.

### **C. SAISD Responsibilities**

1. Submit recommendations and contact information to St. Mary's for qualified applicants by June 1 of each year. To be qualified for admission, applicants must meet St. Mary's graduate admission requirements.
2. Appoint an SAISD Liaison to help facilitate the activities agreed to in this Agreement.
3. SAISD will permit the authority responsible for accreditation of St. Mary's curriculum to visit the facilities, services, and other resources provided for the purposes of the Program.
4. Engage any other actions or items necessary for the smooth and efficient conduct of the activity hereunder.

### **D. Liaison and University Representative**

The SAISD Liaison and University Representative will oversee and facilitate the implementation of this Agreement and address any issues that may arise. These liaisons, working with other appropriate administrators for their respective Party, shall have the following responsibilities:

1. Promote academic collaboration at the Program participant level for research and study.
2. Act as principal contacts for individual and group activities and plan and coordinate all activities within their institutions as well as with the other Party.
3. Share with the cooperating counterpart any information on their faculty, staff, and available educational resources pertaining to the purpose of this Agreement.
4. Meet periodically to review and evaluate past activities, articulate new ideas for future cooperative efforts and, when appropriate, initiate proposals for future activities.

## **III. Program**

The SAISD Liaison and the University Representative will design an educational Program for SAISD instructors incorporating the following elements:

1. The Program will consist of necessary graduate coursework leading to a degree(s) that will allow for credentialing to teach dual credit courses in disciplines mutually agreed upon by the Parties.
2. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of St. Mary's and with the standards of the Southern Association of Schools and Colleges Commission on Colleges (SACSCOC).
3. The Program will be reviewed periodically by the SAISD Liaison and the University Representative and, when appropriate, will be revised to meet St. Mary's curriculum requirements and the standards of SACSCOC.
4. The Parties will collaboratively select Program students to pursue an appropriate graduate degree(s) for the purpose of dual credit credentialing.
5. Admitted Program students will be able to begin enrolling in courses in Fall 2021 and will complete the appropriate academic degree(s) necessary for credentialing to teach dual credit courses by or before June 15, 2023.
6. Program students who successfully complete all St. Mary's degree requirements will receive the appropriate academic degree recognizing the completion of the necessary coursework required for SAISD instructors to be eligible to be credentialed to teach dual credit courses in a subject/discipline area.

#### **IV. General Provisions**

1. Potential Program students are responsible for applying, meeting admission requirements, and enrolling themselves as students of St. Mary's in order to receive course credit leading to academic degrees.
2. SAISD instructors enrolled as graduate students in the Program will enjoy the same rights and privileges enjoyed by any others St. Mary's graduate student including assignment of a faculty advisor.
3. Admitted and enrolled Program students are subject to the rules, regulations, and policies of St. Mary's and the provisions of the St. Mary's Graduate Catalog.
4. Non-SAISD employees may participate in the Program.
5. St. Mary's and SAISD will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.
6. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but

not limited to: race, color, gender, sex, religion, national origin, age, disability, citizenship, gender identity, gender expression or veteran status.

## **V. Principal Contacts**

The principal contacts for this Agreement are as follows and may be updated in writing to the other Party as needed:

| <u>St. Mary's</u> | <u>SAISD</u>  |
|-------------------|---|
| Name:             | Name: LeAnne Hernandez  |
| Title:            | Title: Director, Organizational Learning                                  |
| Phone:            | Phone: 210-554-2528   |
| Email:            | Email: <a href="mailto:lhernandez15@saisd.net">lhernandez15@saisd.net</a> |
| Address:          | Address: 514 W. Quincy St.  |

Courtesy Email Copy to:

Name: Liz Ozuna  
Title: Executive Director, College  
Readiness & Postsecondary Initiatives  
Email: [eozena1@saisd.net](mailto:eozena1@saisd.net)

Name: John Strelchun  
Title: Director, Grants  
Email: [jstrelchun@saisd.net](mailto:jstrelchun@saisd.net)

## **VI. Term and Termination**

### **A. Effective Dates**

This Agreement will be effective upon the signatures of both Parties and remain in effect for three (3) years ending on June 15, 2023, unless terminated earlier by either Party. Such termination by one Party will be effected by giving the other Party at least 180 days advanced written notice of its intention to terminate. If this Agreement is terminated, neither St. Mary's nor SAISD shall be liable to the other for any monetary or other losses that may result.

### **B. FERPA**

SAISD and St. Mary's are both public education agencies subject to the Family Educational Rights and Privacy Act of 1974 (FERPA). St. Mary's hereby designates SAISD as a school official with a legitimate educational interest in the educational records of the SAISD educators who participate in the Program to the extent that access to the records is required by SAISD and St. Mary's to carry out the Program. St. Mary's agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

### **C. Costs**

1. SAISD agrees to pay up to \$25,000 for tuition and fees to St. Mary's per SAISD instructor enrolled in the Program for required coursework to complete the graduate degree(s) necessary for a Program student to be eligible to be credentialed to teach dual credit courses.
2. SAISD agrees to be invoiced and to pay for the tuition and fees for each SAISD instructor enrolled in the Program.
3. Tuition and fees will be billed on the 12th day of each semester.
4. SAISD will not be eligible for a refund for Program students who drop a course or fail to attend the program after the 12th day of each semester. SAISD will not be billed for Program students who are not present in coursework before the 12th day of each semester or who withdraw from the program prior to the 12th day.
5. St. Mary's is not responsible for SAISD instructors who fail to complete the Program or do not earn course grades necessary for progression. Refunds will not be issued for failure to progress.

### **D. Miscellaneous**

1. This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas and venue for any dispute will be in Bexar County, Texas.
2. This instrument in no way prohibits either Party from participating in similar activities with other public or private agencies, organizations, and individuals.
3. Parties will each fulfill their respective responsibilities under this Agreement in accordance with the provisions of law and regulation that govern their activities, including all applicable requirements of any accreditation authority. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures.
4. For all purposes of this Agreement and notwithstanding any provision to the contrary, SAISD and its educators in the Cohort are not employees, partners, joint ventures, or agents of St. Mary's University.
5. No oral representations of any officer, agent, or employee of SAISD or St. Mary's University shall affect or modify any obligations of either Party under this Agreement.
6. This Agreement constitutes the entire agreements between the Parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall

be valid unless reduced to writing, signed by duly authorized representatives of each Party.

7. A delay in or failure of performance of either Party that is caused by occurrences beyond the control of either Party shall not constitute a default hereunder, or give rise to any claim for damages.
  
8. IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement to be effective upon signature by both Parties.

**ST. MARY'S UNIVERSITY**

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

**SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: Pedro Martinez  
Title: Superintendent  
Date: \_\_\_\_\_

**AGREEMENT OF COOPERATION**  
**BETWEEN**  
**THE UNIVERSITY OF TEXAS AT SAN ANTONIO (UTSA)**  
**AND**  
**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (SAISD)**

This cooperation agreement (“Agreement”) is entered into by and between THE UNIVERSITY OF TEXAS AT SAN ANTONIO (“UTSA”), an agency of the State of Texas and an institution of The University of Texas System (“System”), and SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein after “SAISD”). UTSA and SAISD, may be herein referred to singly as a “Party” or collectively as the “Parties.”

**I. Recitals**

Whereas SAISD aspires to be the best in the nation in student success and performance excellence;

Whereas UTSA prepares knowledgeable, forward thinking, competent, and compassionate leaders for higher education;

Whereas UTSA and SAISD desire to partner together to provide graduate coursework to participating SAISD educators to assist them in becoming credentialed dual credit instructors by providing qualified participating teachers with 18 graduate semester hours in several teaching subjects/disciplines in order to attain the credentials necessary to achieve faculty eligibility as a dual credit instructor (otherwise known as the “Program” or “Cohort Program”); and

NOW THEREFORE, in consideration of mutual aims, the Parties agree to the following terms:

**II. Purpose**

Pursuant to Sec. 51.902 of the Texas Education Code and other applicable authority, the purposes of this Agreement include, but are not limited to, the following:

1. To assist SAISD in educating and preparing educators at SAISD by delivering the Program in a variety of formats: hybrid, online, and in person, subject to approval by the department and the Southern Association of Colleges and Schools.

**III. Agreement**

**A. Joint Responsibilities for the Program:**

1. UTSA and SAISD will work collaboratively to promote and implement the Cohort Program, which will recruit and start a Program fall 2021 semester.

2. Each Party will designate one or more Program liaisons (“SAISD Liaison” and “University Representative”) to facilitate administration of the Program.

**B. UTSA Responsibilities:**

1. UTSA will provide to the SAISD Liaison both UTSA qualified faculty and supported curriculum for the Program.
2. UTSA will conduct regular recruiting visits, information sessions, and other recruitment or retention events relative to the Program.
3. Select qualified SAISD educators, who meet UTSA graduate admission to become credentialed dual credit instructors (“instructor students”) and provide notice to instructor students selected.
4. Provide a faculty/graduate advisor for instructor students.
5. UTSA will deliver dual credit credentialing coursework year round (fall, spring and summer sessions).
6. Any other actions or items necessary for the smooth and efficient conduct of the activity hereunder.

**C. SAISD Responsibilities:**

1. Submit recommendations and contact information to UTSA for qualified instructor student applicants by April 30<sup>th</sup> of each year. To be qualified for admission, instructor students must meet UTSA graduate admission requirements.
2. Appoint an SAISD Liaison to help facilitate the activities agreed to in this Agreement.
3. SAISD will permit the authority responsible for accreditation of UTSA’s curriculum to visit the facilities, services, and other resources provided for the purposes of the Program.
4. Any other actions or items necessary for the smooth and efficient conduct of the activity hereunder.

**D. Liaison and University Representative.**

The SAISD Liaison and University Representative will oversee and facilitate the implementation of this Agreement and address any issues that may arise. These liaisons, working with other appropriate administrators for their respective Party, shall have the following responsibilities:

1. Promote academic collaboration at the instructor student level for research and study.
2. Act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the other Party.
3. Share with the cooperating counterpart any information on their faculty, staff, and available educational resources pertaining to the purpose of this Agreement.
4. To meet periodically to review and evaluate past activities, articulate new ideas for future cooperative efforts and, when appropriate initiate proposals for future activities.

## **E. Program**

SAISD Liaison and University Representative will design an educational experience in the Program for SAISD incorporating the following elements:

1. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of UTSA and with the standards of the accrediting entity for the division of UTSA in which the SAISD faculty are enrolled.
2. The Program will be reviewed periodically by the SAISD Liaison and University Representative and, when appropriate, will be revised to meet the UTSA curriculum requirements and the standards of the accrediting entity.
3. The Parties will collaboratively select instructor students to pursue 18 hours or graduate degree for the purpose of dual credit credentialing
4. Admitted instructor students only pursuing 18 graduate hours will enroll for six (6) to nine (9) graduate hours per semester for a total of eighteen (18) hours in the Program. Completion of the Program is anticipated within three semesters beginning Fall 2021 and ending June 15 2023.
5. Admitted instructor students pursuing Masters/graduate degree will need to follow the identified graduate program of study beginning Fall 2021 and ending June 15 2023. Completion of the Program is anticipated within three semesters.
6. Participants who successfully complete all UTSA requirements will receive a Dual Credit Credential certificate (“Certificate”) recognizing the completion of the necessary eighteen (18) graduate credit hours required of SAISD faculty in order to be credentialed to teach dual credit courses in a subject/discipline area.

## **F. General Provisions**

1. Potential instructor students are responsible for applying, meeting admission requirements, and enrolling themselves as students of UTSA in order to receive course credit leading to a certificate in the Program.
2. SAISD faculty enrolled as graduate students in the Program will enjoy the same rights and privileges enjoyed by any other UTSA student including assignment of a faculty advisor.
3. Admitted and enrolled graduate students are subject to the rules and regulations of the Board of Regents of the University of Texas System, UTSA Handbook of operating procedures and policies, and provisions of the UTSA Graduate Catalogs.

4. Non-SAISD employees may participate in the Program in order to meet minimum UTSA enrollment requirements or accommodate instructor student needs.
5. UTSA and SAISD will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.
6. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, gender, sex, religion, national origin, age, disability, citizenship, gender identity, gender expression or veteran status.

**G. PRINCIPAL CONTACTS**

The principal contacts for this Agreement are as follows and may be updated in writing to the other Party as needed:

| UTSA  | SAISD    |
|---|----------|
| Name: Juliet Langman, PhD   | Name:    |
| Title: Interim Dean & Senior Associate<br>Dean of Graduate Studies          | Title:   |
| Phone: 210-458-7470   | Phone:   |
| Email: <a href="mailto:Juliet.langman@utsa.edu">Juliet.langman@utsa.edu</a> | Email:   |
| Address: One UTSA Circle, San Antonio,<br>Texas 78249                       | Address: |

Courtesy Email Copy to:

Name:  
Title:  
Email:

Name:  
Title:  
Email:

**H. Term and Termination**

This Agreement will be effective beginning on July 15, 2021 and remain in effect for a period of five (5) years ending on July 15, 2026 unless terminated earlier by either Party. Such termination by one Party will be effected by giving the other Party at least 180 days advanced written notice of its intention to terminate. If this Agreement is terminated, neither UTSA nor SAISD shall be liable to the other for any monetary or other losses which may result.

**I. No Fund Obligations**

1. Nothing in this Agreement obligates either Party to pay or transfer any funds to the other Party. Any other specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by duly authorized representatives.
2. UTSA and SAISD, and their respective agents and offices, will handle their own activities and utilize their own resources, including the expenditure of their own respective funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner. Each Party shall be responsible for expenses incurred by its employees under this Agreement.

#### **J. FERPA**

SAISD and UTSA are both public education agencies subject to the Family Educational Rights and Privacy Act of 1974 (FERPA). UTSA hereby designates SAISD as a school official with a legitimate educational interest in the educational records of the SAISD educators who participate in the Program to the extent that access to the records are required by SAISD and UTSA to carry out the Program. UTSA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

#### **K. COSTS**

1. SAISD agrees to pay up to \$25,000 (“Tuition”) per enrolled student in each certificate program. This tuition includes all fees, materials, books, and student support services available to UTSA students. It does not include charges for excursions or activities off-campus for which vendors or outside entities may charge a fee (i.e., entrance fees). Nor does the Tuition cover the costs for any activities, resources, events, or materials that are not specifically required by the Course of Study, but that might be available to Certificate enrollees as students of UTSA.
2. For Instructor Students not requiring all courses offered in the certificate, tuition will be charged at a pro-rata rate equal to one-sixth (1/6) the full tuition per course.
3. SAISD agrees to be invoiced and to pay for the Tuition for each student.
4. Tuition will be billed on the 12th day of each semester in three equal payments, once per semester.
5. SAISD will not be eligible for a refund for students who drop a course or fail to attend the program after the 12th day of each semester. SAISD will not be billed for students who are not present in coursework before the 12th day of each semester or who Withdraw from the program prior to the 12th day.
6. UTSA is not responsible for students who fail to complete or do not earn course grades necessary for progression. Refunds will not be issued for failure to Progress.

**L. Miscellaneous.**

1. This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas and venue for any dispute will be in Bexar County, Texas.
2. This instrument in no way prohibits either Party from participating in similar activities with other public or private agencies, organizations, and individuals.
3. Parties will each fulfill their respective responsibilities under this Agreement in accordance with the provisions of law and regulation that govern their activities including all applicable requirements of any accreditation authority. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures.
4. For all purposes of this Agreement and notwithstanding any provision to the contrary, SAISD and its educators in the Cohort are not employees, partners, joint venturers, or agents of UTSA.
5. No oral representations of any officer, agent, or employee of SAISD or UTSA shall affect or modify any obligations of either Party under this Agreement.
6. This Agreement constitute the entire agreements between the Parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be valid unless reduced to writing, signed by duly authorized representatives of each Party.
7. A delay in or failure of performance of either Party that is caused by occurrences beyond the control of either Party shall not constitute default hereunder, or give rise to any claim for damages.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement to be effective upon signature by both Parties.

**THE UNIVERSITY OF TEXAS  
AT SAN ANTONIO**

Title: Provost and Senior Vice President for  
Academic Affairs

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kimberly Andrews Espy, Ph.D.

**SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |   |
|---------------------|---|
| Department:         | Organizational Learning & College Readiness/Postsecondary Initiatives   |
| Board Meeting Date: | August 16, 2021   |
| Agenda Title:       | Approval of the Agreements of Cooperation with the University of Texas at San Antonio (UTSA) and with St. Mary's University (StMU) for Expansion of Dual Credit Faculty with the College and Career Ready School Models Grant |
| Presenter:          | LeAnne Hernandez, Director, Organizational Learning<br>Liz Ozuna, Executive Director, College Readiness/Postsecondary Initiatives   |
| Cost:               | \$0 local contribution; grant funded  |
| Board Goal:         | #7: Increase the percent of HS students earning college credit (50% by 2025)  |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus         |
|--------------------|--------------------|--------------------|------------------|------------------|-------------------------|
|                    | 28                 | 5                  |                  | Varies by need   | Varies by participation |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |  |
|--|--|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>SAISD was awarded an Expansion of Dual Credit Faculty for College and Career Readiness School Models (CCRSM) grant by TEA. This will enable a cohort of 28 SAISD teachers to earn certification to teach dual credit courses at 5 high schools: Brackenridge, Fox Tech, Highlands, Lanier, and Sam Houston. All tuition and fees are funded by the grant.</p> |
|--|--|

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and the San Antonio Education Partnership

**PURPOSE:**         PRESENTATION/DISCUSSION  
                       DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**     Liz Ozuna, Executive Director for College Readiness & Postsecondary Initiatives

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the renewal of the Memorandum of Understanding (MOU) between SAISD and the San Antonio Education Partnership (SAEP) to provide postsecondary advising services to high school students as well as eligibility for the Café College scholarship for seniors. SAEP is a local nonprofit with the main goal of creating college opportunities, access, and success for the community. SAEP provides students the opportunity to access higher education through their programs: Café College, Road to Success, SAEP Scholarship, and Upgrade. The primary goal of this partnership is designed to increase the percent of graduates who enroll in college.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolve that the Board approves the proposed MOU with the San Antonio Education Partnership as presented.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

|                           |           |
|---------------------------|-----------|
| 282 11 6299 95 XXX 11 878 | \$ 80,000 |
| 282 11 6299 95 024 11 878 | \$ 20,000 |

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) by and between the San Antonio Independent School District (hereinafter referred to as SAISD) and San Antonio Education Partnership (hereinafter referred to as SAEP), a nonprofit organization, located at 131 El Paso Street, San Antonio, Texas 78204, sets out to establish the relationships and responsibilities of both parties in the implementation of services at the following nine (9) SAISD high schools under our Road to Success component:

Brackenridge, Burbank, Edison, Fox Tech, Highlands, Jefferson, Lanier, Cooper Academy/Phoenix Academy and Sam Houston High Schools

SAISD, through its Board of Trustees, ratifies and affirms the provisions, relationships and responsibilities set out herein by the execution of this Memorandum of Understanding (MOU).

WHEREAS it is the intention of the parties hereto, through the SAEP approved services and resources into the identified campus, to increase the academic and personal success of students in achieving their educational and career goals and the goals of the SAISD to increase the number of students that: 1) are college and career ready; 2) enroll in a higher education institution after high school graduation; and 3) attain a higher education credential; and

WHEREAS, it is the intention of the parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of students served, this partnership seeks to realize measurable outcomes as defined below:

- a. 80% of seniors will meet with an SAEP R2S Advisor;
- b. 40% of seniors in SAEP R2S caseload will complete the FAFSA/TASFA;
- c. 50% of seniors will apply for the SAEP Scholarship;
- d. 60% of SAEP Scholarship applicants will obtain scholarship eligibility;

NOW, THEREFORE, in consideration of the mutual covenants provided for herein, the receipt and sufficiency of which are hereby acknowledged, the parties to this MOU agree to the following:

- A. The parties hereto mutually agree as follows:
  1. The term of this MOU shall be from **August 16, 2021 to July 31, 2022**. Either party may terminate this Memorandum of Understanding at any time with 30 days written notice.
  2. SAEP shall follow national, state and local policies and ethical standards for service delivery, applicable state and local laws, as well as written SAISD policies and regulations, with the condition that more restrictive SAISD policies and regulations (legal and local) shall have priority application under the terms of this agreement. SAEP services shall not conflict with SAISD policies.
  3. The SAEP staff, known as "College Access and Success Advisors," each school Principal, each school's guidance and counseling staff, and each school's site-based decision-making committee shall proceed in a joint collaboration of services between SAISD and SAEP. Communication between these entities will be ongoing throughout

the term of this MOU to address all programmatic goals, objectives, services and matters.

4. SAEP is a non-profit organization that provides college access and success services to students and awards scholarships, contingent upon availability of funding, to attend partnering local colleges and universities for up to eight (8) consecutive semesters, or five (5) years, when, upon high school graduation, participating students meet the SAEP scholarship eligibility requirements of an 80 or above grade average, demonstrate financial need, attend three (3) college success workshops/events (one of which must be attended at Café College), activation seminar, and graduate from one of the SAISD high schools.

B. San Antonio Education Partnership agrees to undertake the following:

2. Assign SAEP, Road to Success, College Access and Success Advisors to the eight (9) SAISD high school campuses to provide direct services to students on the following key college and success services: (1) outreach to ensure that students are aware and meet the SAEP Scholarship eligibility criteria; and (2) obtaining student commitment to attend higher education by securing and having students sign the SAEP Scholarship form.
3. Provide direct services to students in key college and success areas: (1) Goal Setting• by helping students set and keep short and long-term academic and career goals by building a college-going culture; (2) College and Career Exploration - by increasing awareness of career opportunities and assisting with planning of career paths; (3) College Entry and Enrollment - by increasing awareness of higher education opportunities and assisting with college entry and enrollment by nurturing students in order to make informed decisions; (4) College Affordability and Financial Aid-by increasing awareness by providing information on financial literacy and financial aid resources, and assisting with applying for financial aid and scholarships; and (5) Transition (summer melt)- by providing guidance and coaching to students as they transition from high school to college with confidence and success.
4. Offer SAEP key services to provide support for seniors in support of SAISD's college readiness goals to increase college enrollment and success. Measurable outcomes noted above. Students in Grades 9 through 11 will be provided key services applicable to their grade level through afforded opportunities made possible by the high school guidance and counseling staff.
5. Award students meeting the SAEP Scholarship eligibility criteria a renewable scholarship, contingent upon availability of funding, for up to eight (8) consecutive semesters, or five (5) years, while attending full-time, during regular Fall/Spring Semesters at partnering local community colleges and/or universities.
6. Conduct college enrollment verification of SAEP scholarship recipients by the end of the Fall Semester following the students' high school graduation.
7. Maintain the security of all confidential student records to include signed SAEP Scholarship forms, transcripts, grades, attendance and financial aid records in electronic or paper format, in accordance with FERPA, state, and local laws, rules and regulations of the school district.

8. Increase knowledge of students in college preparation and career awareness through the implementation of key services and through events such as the Destination College Week and financial aid initiatives.
  9. Participate and assist in SAISD and/or school sponsored events such as student orientations, parent activities, and college access events in support of SAISD's college readiness goals and as agreed to by SAEP and SAISD staff.
  10. Provide an annual report per high school on performance outcomes to the Superintendent, with copies to the Director of Guidance and Counseling, Principals, and Counselors, on the number of participants assisted, services provided, student college enrollment verification, and amount of scholarships awarded.
  11. Collaborate and coordinate with other organizations and agencies providing services to students at the nine (9) SAISD high schools.
  12. Comply with Senate Bill 9 by conducting annual background checks for the College Access and Success Advisors and make results available to SAISD.
- C. San Antonio Independent School District agrees to undertake the following:
1. Afford opportunities for awareness and outreach to students in Grades 9-12 at the high schools referenced to permit SAEP services, scholarships and recruitment for events and activities.
  2. Provide SAEP, Road to Success, College Access and Success Advisors with internet access to include "whitelisted" websites (SAEP, Salesforce, cafécollege, College Board, FAFSA, and ApplyTexas) to broaden student college access and the scope/capacity of communication with faculty and staff in support of students.
  3. Provide adequate workplace to the SAEP Road to Success College Access and Success Advisor with close proximity and accessibility to school counselors that includes a desk, computer, access to telephone, and copier.
  4. Allow access to read-only electronic data for attendance, grades, and State-required test status in order to identify students' needs in one-on-one guidance on grades and attendance and to determine eligibility for the SAEP Scholarship.
  5. Provide electronic lists of students in grades 9-12 by the end of September for each campus and allow SAEP Road to Success College Access and Success Advisors access to student class schedules in order to facilitate college access and success through one-on-one services. Lists provided will be in the format identified by SAEP that matches the organization's database.
  6. Provide SAEP unofficial transcripts, for seniors who applied for the SAEP Scholarship, to include GPA for students at the end of the first semester of senior year.
  7. Provide SAEP Road to Success College Access and Success Advisors access to ApplyTexas Counselor Suite for the purpose of effectively advising students.
  8. Provide SAEP Road to Success College Access and Success Advisors with final transcript to include GPA and graduation date for graduating seniors to certify eligibility for the SAEP Scholarship.
  9. Promote SAEP services, activities, and events on SAISD and high school campus calendars, newsletters, and websites.
  10. Assist with recruitment of school staff to serve as chaperones and assist with procuring student transportation for SAEP events as needed, contingent upon funding.

11. Assist SAEP in providing college access and success services to students at nine (9) high schools, for one (1) days per week, a total cost of \$100,000 for the 2021-2022 academic year as noted below:

Brackenridge High School at \$10,000  
Burbank High School at \$10,000  
Edison High School at \$10,000  
Fox Tech High School at \$10,000

Highlands High School at \$10,000  
Jefferson High School at \$10,000  
Lanier High School at \$10,000  
Sam Houston High School at \$10,000  
Cooper Academy/Phoenix Academy at \$20,000

### **FERPA Compliance**

The parties agree and understand that this MOU strictly complies with FERPA at all times. At a minimum, the following terms and conditions will apply to all FERPA data disclosed by SAISD to SAEP pursuant to this MOU:

- Data will be collected and managed by SAEP staff and administrators.
- Data to be collected will include, but not necessarily be limited to, information on students who have signed the SAEP Scholarship form, during program implementation, to include identifying information and information on services provided to students to help target and track services and evaluate the program's success.
- SAEP shall ensure that FERPA data is accessed by SAEP only for the purposes of the SAEP staff conducting their project work, and/or for effectuating necessary services related to this MOU.
- SAEP shall ensure that SAEP staff obtain access to only those FERPA records for which an SAEP Scholarship form has been secured.
- SAEP shall promptly notify SAISD of any security breach that results in unauthorized access to any FERPA data.
- SAEP shall securely destroy all FERPA data and all copies of FERPA data in any format in SAEP's possession once the FERPA data is no longer needed for the staffs' work and program evaluation, based on appropriate federal guidelines.

No party to this MOU waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this agreement and the performance of the covenants contained herein.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the San Antonio Independent School District, or San Antonio Education Partnership in their respective rights and obligations contained in the valid terms, covenants, or condition hereof.

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language of this Agreement shall be interpreted as to its fair meaning and not strictly for, or against any party.

This Memorandum of Understanding shall be governed by the State of Texas.

IN WITNESS WHEREOF, this Memorandum of Understanding is effective the 1<sup>st</sup> day of August 2021, or on the last date of signature shown below, whichever is later:

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

SAN ANTONIO EDUCATION PARTNERSHIP

BY: \_\_\_\_\_

TITLE: EXECUTIVE DIRECTOR \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |  |
|---------------------|--|
| Department:         | Postsecondary Initiatives  |
| Board Meeting Date: | August 16, 2021  |
| Agenda Title:       | Renewal of the Memorandum of Understanding between SAISD and the San Antonio Education Partnership |
| Presenter:          | Liz Ozuna, Executive Director for College Readiness & Postsecondary Initiatives                    |
| Cost:               | \$100,000  |
| Board Goal:         | Goal 10 - Increase the percent of graduates attending college                                      |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus                    |
|--------------------|--------------------|--------------------|------------------|------------------|------------------------------------|
| 10,000+            | 0                  | 9*                 | \$10.00          | \$0              | \$10,000<br>*(1 campus @ \$20,000) |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |   |
|--|---|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Is this a renewal?   <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>This renewal with the SAEP constitutes a continuation of the program, not an expansion. The renewal includes the same set of high schools that were serviced previously (all comprehensives, Fox Tech, and Cooper Academy). The service includes an assigned advisor from the organization to support seniors to materialize their postsecondary aspirations as well as give seniors at that high school the eligibility for the Café College scholarship. To complete eligibility requirements, students participate in a series of college readiness and access activities that support completion of college matching, FAFSA completion, college application completion, and college orientation. Students who earn the scholarship may apply it to expenses at any San Antonio based college or university.</p> <p>Beginning with the Class of 2015 and moving to the Class of 2020, SAISD graduates have received more than \$2.6 million in scholarships from the SAEP. That number has increased from 730 students receiving \$419,825 in 2015 to 753 students receiving \$531,200 in 2020.</p> |
|--|---|

With the help of SAEP's advising and scholarship service, the district has increased the percent of graduates attending college by 6% between 2015 and 2019. Even after the pandemic hit, the dollar amount and student recipients for class of 2020 decreased by only about \$30,000 for 15 less students.

Class of 2021 data will be available after college enrollment census dates in September. While we anticipate that the pandemic may affect the number of recipients and the total dollar amount, we know this is not a condition of the hard work of the SAEP advisors, but rather the unprecedented pandemic that forced a lot of our students to temporarily suspend their college aspirations.

As we rebound from the pandemic, we are setting measurable outcomes for the Class of 2022 that will guide the work more intentionally for seniors:

- 60% of SAEP scholarship applicants will obtain scholarship eligibility
- 50% of all seniors will apply for the SAEP scholarship
- 80% of all seniors will meet with an SAEP R2S Advisor
- 40% of seniors in SAEP R2S caseload will complete the FAFSA/TASFA

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD Edison High School P-TECH School of Business and Hausman VAM Enterprises, LLC DBA Las Palapas-Hausman

**PURPOSE:**         PRESENTATION/DISCUSSION  
                       DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:** Johnny Vahalik, Assistant Superintendent, College, Career and Military Readiness

**MEETING DATE:** August 16, 2021

---

### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Hausman VAM Enterprises, LLC DBA Las Palapas-Hausman to support the Edison High School P-TECH School of Business program as an industry partner. Industry partnerships are a requirement of the P-TECH model and integral part of providing advisory functions, mentorships, internships, and other work-based learning activities.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Recommend that the Board approves the MOU with Hausman VAM Enterprises, LLC DBA Las Palapas-Hausman as an industry partner with our P-TECH School of Business program at Edison High School.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A (tuition and fees/books/materials are reflected in the dual credit, CTE and books/materials budgets)

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level.
- All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**MEMORANDUM OF  
UNDERSTANDING  
BETWEEN**

Hausman VAM Enterprises,LLC DBA Las Palapas-Hausman

**AND  
SAN ANTONIO INDEPENDENT SCHOOL  
DISTRICT**

Las Palapas-Hausman (LPH) and San Antonio Independent School District (“SAISD”) on behalf of Edison High School (“P-TECH”) enter into this Memorandum of Understanding (“MOU”) to develop a partnership to develop and implement a P-TECH program for 9<sup>th</sup> through 14<sup>th</sup> grade level program as outlined and aligned to the design elements listed in the Texas Education Agency’s P-TECH blueprint.

This MOU intends to define the roles and responsibilities of a strong partnership between business and industry partners and SAISD to provide a detailed plan for program oversight and advisory and to provide work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.

**Mutual Understanding**

LPH and SAISD agree to work together to support the following common goals:

- Inform the partner of any changes that may impact service delivery;
- Develop a method of communicating needs and challenges;
- Collaborate to encourage students to pursue industry certifications, post-secondary education, career and internship opportunities; and
- Work in partnership to establish additional partners to support the P-TECH program.

LPH agrees to partner or support the program in the following checked

items:

**Cannot Support: Will Support:**

**Activity**

\_\_\_\_\_ Yes \_\_\_\_\_

Provide an industry/business partner liaison with decision-making authority who interacts directly and frequently (in person or virtually) with P-TECH leadership (Benchmark 1: School Design; Element #2b);

X \_\_\_\_\_

Assist in the development of the course path and program monitoring (Benchmark 3: Strategic Alliances);

Cannot Support: Will Support:

Activity

|                                     |                              |   |
|-------------------------------------|------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>     | Assist in defining the industry certifications that will be acquired and the standards/curriculum that will be followed to achieve stated certifications (Benchmark 3: Strategic Alliances);  |
| <input type="checkbox"/>            | <input type="checkbox"/> Yes | Provide when applicable access to business and industry partners and work-based learning facilities, services, and resources (virtual and/or physical) (Benchmark 3: Strategic Alliances);  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>     | Assist in establishing an advisory board which meets regularly and includes representatives from a variety of stakeholders such as; school board, community, economic development partners, relevant industry subject matter experts for program pathways, and IHE to provide support and guidance to the P-TECH in resource acquisition, curriculum development, work-based learning, and student/community outreach to ensure a successful academic and career pipeline (Benchmark 3: Strategic Alliances); |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>     | Assist in identifying, creating, and maintaining a list of high-demand occupations and programs of study and identify as local needs change, within our expertise and to the best of our knowledge (Benchmark 4: Curriculum, Instruction, and Assessment);  |
| <input type="checkbox"/>            | <input type="checkbox"/> Yes | Assist in recruiting and screening employees that will mentor students;   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>     | Provide opportunities when applicable to teachers to receive training like externships or other events (Benchmark 1: School Design; Element # 6).   |
| <input type="checkbox"/>            | <input type="checkbox"/> Yes | Assist in developing a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships (Benchmark 3: Strategic Alliances);   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>     | Participate in defining and reviewing annual outcomes-based measures (Benchmark 1: School Design; Element # 3b);  |
| <input type="checkbox"/>            | <input type="checkbox"/> Yes | Participate in advisory and leadership team meetings that will meet regularly (in person and/or virtually) with school district staff, campus staff, other industry partners, chamber   |

**Cannot Support: Will Support:**

**Activity**

|                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | of commerce, non- profit foundations and Alamo Colleges (Benchmark 1: School Design; Element # 4);   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Assist in developing roles and responsibilities for worksite supervisors, mentors, teachers, support personnel, and other partners (Benchmark 3: Strategic Alliances);   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Assist in developing a career mentoring program (Benchmark 3: Strategic Alliances);  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Support when applicable for students' activities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives (Benchmark 3: Strategic Alliances);   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Provide a student who receives work-based training or education from the partner under the P-TECH program the opportunity to interview for any jobs for which the student is qualified that are available on the student's completion of the program (Benchmark 3: Strategic Alliances); |
| <input type="checkbox"/>            | <input type="checkbox"/> | Assist in recruiting additional business and industry partners to support the P-TECH program;  |

SAISD will:

- Provide a smaller learning community within a larger high school as the P-TECH program;
- Designate a building level leader who has scheduling, hiring, and budget decisions that will coordinate with the Industry/Business partner liaison (Benchmark 1: School Design; Element 2a);
- Coordinate with business and industry partners to establish annual assessment measures and provide an opportunity for the industry/business partners to provide feedback on the value of the P-TECH program (Benchmark 4: Curriculum, Instruction, and Assessment);
- Coordinate with San Antonio College and business and industry partners to ensure curriculum alignment between high school, post-secondary and industry experience requirements;
- Establish a procedure or manner in the school for students to receive mentoring services;
- Ensure business, and industry employees and students have access to computer and internet access on the campus;
- Assign students to participate in the program with business and industry employees;
- When applicable will secure reasonable manner any facilities in which business and industry partner leaves equipment or other materials for use in

the program to prevent theft of such equipment and materials, but, in any event, SAISD will not be liable to for the theft of or damage to any such equipment or materials;

- Will provide for such student transportation as may be required to and from the college as required under State law, and for any P-TECH field trips, each pursuant to applicable SAISD rules and procedures;
- Provide for all student meals as required by state and federal law and SAISD rules and procedures. P-TECH students may purchase food from college foodservice facilities when on the College campus;
- Designate an adult sponsor to oversee the operation of mentoring as a whole. This sponsor must either be a school employee or someone authorized by the school to have access to students and facilities of the school;
- Designate a school leader to provide course path and program monitoring;
- Will coordinate with college and industry partners to develop an implementation plan and annual operating budget.

LPH will not collect the personal information of students but may receive student contact information (e.g., e-mail addresses) as a consequence of communicating with students about and during the students' participation in the program.

Volunteers/staff shall complete the volunteer application and background check every calendar year following SAISD procedures. Volunteer its services & resources to the District in support of the P-TECH program. The services & resources provided by LPH for the District are at no cost to the District. None of the company's employees nor anyone acting on behalf of the company ("actors") in the administration of its services to the District under the MOU shall be employed by the District nor considered a borrowed servant or borrowed employee of the District, with the District exerting no control over the actors.

This MOU is subject to, and LPH will comply with, SAISD's Board Policies, regulations, and administrative procedures. It is the responsibility of the LPH to ensure LPH employees adhere to SAISD's Policies. LPH agrees and acknowledges that documents submitted to SAISD may be subject to public disclosure under applicable open government laws.

Neither SAISD nor LPH will be liable for defaults or delays under the MOU due to acts of God or the public enemy, acts, or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control. This provision will survive the termination or expiration of the MOU.

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

To the furthest extent of the Law, LPH will indemnify, defend (at SAISD's option), and hold SAISD (including SAISD's current and former officers, employees and agents)

harmless from and against all Indemnified Claims arising out of or resulting from the fault of LPH's employees in the performance under the MOU. "Indemnified Claims" means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorneys' fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness or death. "Fault" includes, but is not limited to, sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard. This provision will not be deemed to limit the rights of SAISD or LPH against any third party, which may be liable for an indemnified claim. This provision will survive the termination or expiration of the MOU.

To the furthest extent of the Law, SAISD will indemnify, defend (at LPH's option), and hold LPH (including LPH's current and former officers, employees and agents) harmless from and against all Indemnified Claims arising out of or resulting from the fault of SAISD's employees in the performance under the MOU. "Indemnified Claims" means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorneys' fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness or death. "Fault" includes, but is not limited to, sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard. This provision will not be deemed to limit the rights of LPH or SAISD against any third party, which may be liable for an indemnified claim. This provision will survive the termination or expiration of the MOU.

In performing under the MOU, neither LPH nor SAISD will discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion, or disability.

LPH and SAISD will retain and provide each other access to all records related to this MOU. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive the termination or expiration of the MOU.

By entering and performing under this MOU, the SAISD does not intend to waive or diminish its sovereign or liability immunities, limits of liability, or defenses to which it is entitled under the law. This MOU is not intended to create a joint enterprise for purposes of determining liability. This provision will survive the termination or expiration of the MOU.

LPH shall not permit or assign any covered employee with a disqualifying criminal history to perform under the MOU at an SAISD school or wherever SAISD students are present. If LPH receives information that a covered employee has a reported disqualifying criminal history, LPH will immediately remove the covered employee from performing under the MOU and notify the SAISD of such removal in writing within three calendar days. If the SAISD objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, LPH agrees to discontinue using that covered employee to provide services under the MOU.

The term of this MOU is from the time the MOU has been fully executed by both parties to end on June 30, 2025. The parties agree to review these terms at the conclusion of the noted school year.

TERMINATION

This MOU may be terminated by either of the parties upon giving of (60) days' notice of termination to the other party at the addresses below:

For LPH: Hausman VAM Enterprises, LLC  
DBA Las Palapas-Hausman  
ATTN: Carlos Valdez, Jr., Managing Member  
8342 N. Loop 1604 West  
San Antonio, Texas 78249

For SAISD: San Antonio Independent School  
District ATTN: Johnny Vahalik  
514 W. Quincy Street  
San Antonio, TX 78212

The individuals executing the MOU on behalf of LPH and SAISD acknowledge that they are duly authorized to execute this MOU. All parties hereby acknowledge that they have read and understood this MOU and the attachments and/or exhibits hereto. This MOU shall not become effective until executed by each party. Also, the parties acknowledge that they will perform their respective duties under this MOU only after it is fully executed.

I have read and agree to the terms and conditions outlined above.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

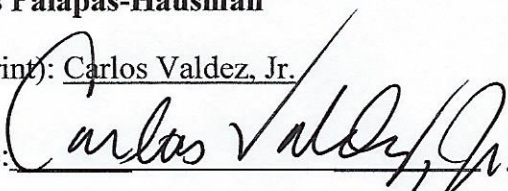
Name (Print): Pedro Martinez, Superintendent

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Hausman VAM Enterprises, LLC  
DBA Las Palapas-Hausman**

Name (Print): Carlos Valdez, Jr.

Signature: 

Date: July 22, 2021

---

Name: Johnny Vahalik, Senior Executive Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: (210) 554-2610

E-mail Address: [jvahalik1@saisd.net](mailto:jvahalik1@saisd.net)



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |   |
|---------------------|---|
| Department:         | College, Career and Military Readiness  |
| Board Meeting Date: | August 16, 2021   |
| Agenda Title:       | Approval of the Memorandum of Understanding (MOU) Between SAISD Edison High School P-TECH School of Business and Hausman VAM Enterprises, LLC DBA Las Palapas-Hausman |
| Presenter:          | Johnny Vahalik, Asst. Supt. for College, Career and Military Readiness  |
| Cost:               | N/A   |
| Board Goal:         | #7 Increase the percent of HS students earning college credit<br>#9 Increase the percent of College, Career, and Military Ready students (CCMR)                       |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|--------------------|------------------|------------------|-----------------|
| ~120               | 5                  | 1                  | N/A              | N/A              | N/A             |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |  |
|--|--|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Edison High School-School of Business P-TECH will welcome their first cohort of freshmen students this 2021-22 SY. P-TECH programming offers the opportunity to attain industry certifications, Level I Certificates of Completion, Associate of Arts and Science degrees, and Associates of Applied Science degrees. At Edison P-TECH School of Business, students can choose programs of study in Accounting Technology and Business, earning post-secondary credentials through their partnership with San Antonio College. The partnership with Hausman VAM Enterprises, LLC DBA Las Palapas-Hausman will provide industry-based knowledge within various areas of the workforce related content area. They will also assist in mentor program, work-based training, and serve on advisory boards for these business specific programs.</p> |
|--|--|

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Memorandum of Understanding (MOU) Between SAISD Edison High School P-Tech School of Business and Ernst & Young U.S. LLP**

**PURPOSE:**             **PRESENTATION/DISCUSSION**  
                              **DISCUSSION/ACTION**

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:** Johnny Vahalik, Assistant Superintendent, College, Career and Military Readiness

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Ernst & Young U.S. LLP to support the Edison High School P-TECH School of Business program as an industry partner. Industry partnerships are a requirement of the P-TECH model and integral part of providing advisory functions, mentorships, internships, and other work-based learning activities.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Recommend that the Board approves the MOU with Ernst & Young, U.S. LLP as an industry partner with our P-TECH School of Business program at Edison High School.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A (tuition and fees/books/materials are reflected in the dual credit, CTE, and books/materials budgets).

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level.
- All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
ERNST & YOUNG U.S. LLP**

**AND  
SAN ANTONIO INDEPENDENT SCHOOL  
DISTRICT**

Ernst & Young U.S. LLP (EY) and San Antonio Independent School District (“SAISD”) on behalf of Edison High School (“P-TECH”) enter into this Memorandum of Understanding (“MOU”) to develop a partnership to develop and implement a P-TECH program for 9<sup>th</sup> through 12<sup>th</sup> grade level program as outlined and aligned to the design elements listed in the Texas Education Agency’s P-TECH blueprint.

This MOU intends to define the roles and responsibilities of a strong partnership between business and industry partners and SAISD to provide a detailed plan for program oversight and advisory and to provide work-based learning experiences for students appropriate to each grade level, including but not limited to facility visits, guest speakers, presentations, career information and job shadowing. EY and SAISD acknowledge that the engagements agreed to under this MOU will occur virtually for the remainder of the 2021 calendar year. After the 2021 calendar year, the parties will negotiate a mutually agreeable date by which in-person engagements will occur.

**Mutual Understanding**

EY and SAISD agree to work together to support the following common goals:

- Inform the partner of any changes that may impact service delivery;
- Develop a method of communicating needs and challenges;
- Collaborate to encourage students to pursue industry certifications, post-secondary education, career and internship opportunities; and

EY agrees to partner or support the program in the following checked items:

| <b>Cannot Support:</b> | <b>Will Support:</b> | <b>Activity</b>  |
|------------------------|----------------------|--|
| _____                  | ✓<br>_____           | Provide an industry/business partner liaison with decision-making authority who interacts directly and frequently (in person or virtually) with P-TECH leadership (Benchmark 1: School Design; Element #2b); |
| _____                  | ✓<br>_____           | Assist in the development of the course path and program monitoring (Benchmark 3: Strategic Alliances);  |

Cannot Support: Will Support:

Activity

|         |         |   |
|---------|---------|---|
| _____   | _____ ✓ | Assist in defining the industry certifications that will be acquired and the standards/curriculum that will be followed to achieve stated certifications (Benchmark 3: Strategic Alliances);  |
| _____ ✓ | _____   | Provide, when applicable, access to business and industry partners and work-based learning facilities, services, and resources (virtual and/or physical) (Benchmark 3: Strategic Alliances);  |
| _____   | _____ ✓ | Assist in identifying, creating, and maintaining a list of high-demand occupations and programs of study and identify as local needs change, within our expertise and to the best of our knowledge (Benchmark 4: Curriculum, Instruction, and Assessment);  |
| _____   | _____ ✓ | Assist in recruiting and screening employees that will mentor students;   |
| _____ ✓ | _____   | Provide opportunities when applicable to teachers to receive training like externships or other events (Benchmark 1: School Design; Element # 6).   |
| _____   | _____ ✓ | Assist in developing a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships (Benchmark 3: Strategic Alliances); |
| _____   | _____ ✓ | Participate in defining and reviewing annual outcomes-based measures (Benchmark 1: School Design; Element # 3b);  |
| _____   | _____ ✓ | Participate in advisory and leadership team meetings that will meet regularly (in person and/or virtually) with school district staff, campus staff, other industry partners, chamber of commerce, non- profit foundations and Alamo Colleges (Benchmark 1: School Design; Element # 4);            |
| _____   | _____ ✓ | Assist in developing roles and responsibilities for worksite supervisors, mentors, teachers, support personnel, and other partners (Benchmark 3: Strategic Alliances);  |

**Cannot Support: Will Support:**

**Activity**

|       |   |  |
|-------|---|--|
| _____ | ✓ | Assist in developing a career mentoring program (Benchmark 3: Strategic Alliances);  |
| _____ | ✓ | Support when applicable for students' activities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives (Benchmark 3: Strategic Alliances); |

SAISD will:

- Provide a smaller learning community within a larger high school as the P-TECH program;
- Designate a building level leader who has scheduling, hiring, and budget decisions that will coordinate with the Industry/Business partner liaison (Benchmark 1: School Design; Element 2a);
- Coordinate with business and industry partners to establish annual assessment measures and provide an opportunity for the industry/business partners to provide feedback on the value of the P-TECH program (Benchmark 4: Curriculum, Instruction, and Assessment);
- Coordinate with San Antonio College and business and industry partners to ensure curriculum alignment between high school, post-secondary and industry experience requirements;
- Establish a procedure or manner in the school for students to receive mentoring services;
- Ensure business, and industry employees and students have access to computer and internet access on the campus;
- Assign students to participate in the program with business and industry employees;
- When applicable will secure reasonable manner any facilities in which business and industry partner leaves equipment or other materials for use in the program to prevent theft of such equipment and materials, but, in any event, SAISD will not be liable to for the theft of or damage to any such equipment or materials;
- Will provide for such student transportation as may be required to and from the college as required under State law, and for any P-TECH field trips, each pursuant to applicable SAISD rules and procedures;
- Provide for all student meals as required by state and federal law and SAISD rules and procedures. P-TECH students may purchase food from college foodservice facilities when on the College campus;
- Designate an adult sponsor to oversee the operation of mentoring as a whole. This sponsor must either be a school employee or someone authorized by the school to have access to students and facilities of the school;

- Designate a school leader to provide course path and program monitoring;
- Will coordinate with college and industry partners to develop an implementation plan and annual operating budget.

EY will not collect the personal information of students but may receive student contact information (e.g., e-mail addresses) as a consequence of communicating with students about and during the students' participation in the program.

Volunteers/staff shall complete the volunteer application and background check every calendar year following SAISD procedures. Volunteer its services & resources to the District in support of the P-TECH program. The services & resources provided by EY for the District are at no cost to the District. None of the company's employees nor anyone acting on behalf of the company ("actors") in the administration of its services to the District under the MOU shall be employed by the District nor considered a borrowed servant or borrowed employee of the District, with the District exerting no control over the actors.

This MOU is subject to, and EY will comply with, SAISD's Board Policies, regulations, and administrative procedures. It is the responsibility of EY to ensure EY employees adhere to SAISD's Policies. EY agrees and acknowledges that documents submitted to SAISD may be subject to public disclosure under applicable open government laws.

Neither SAISD nor EY will be liable for defaults or delays under the MOU due to acts of God or the public enemy, acts, or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control. This provision will survive the termination or expiration of the MOU.

Each party will indemnify, defend, and hold the other party (including current and former officers, employees and agents) harmless from and against all Indemnified Claims arising out of or resulting from the fault of the indemnifying party's employees in the performance under the MOU.

"Indemnified Claims" means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorneys' fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness or death. "Fault" includes, but is not limited to, sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard. This provision will not be deemed to limit the rights of SAISD or EY against any third party, which may be liable for an indemnified claim. This provision will survive the termination or expiration of the MOU.

In performing under the MOU, neither EY nor SAISD will discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion, or disability.

EY and SAISD will retain and provide each other access to all records related to this MOU. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive the termination or expiration of the MOU.

By entering and performing under this MOU, the SAISD does not intend to waive or diminish its sovereign or liability immunities, limits of liability, or defenses to which it is entitled under the

law. This MOU is not intended to create a joint enterprise for purposes of determining liability. This provision will survive the termination or expiration of the MOU.

EY shall not permit or assign any covered employee with a disqualifying criminal history to perform under the MOU at an SAISD school or wherever SAISD students are present. If EY receives information that a covered employee has a reported disqualifying criminal history, EY will immediately remove the covered employee from performing under the MOU and notify the SAISD of such removal in writing within three calendar days. If the SAISD objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, EY agrees to discontinue using that covered employee to provide services under the MOU.

The term of this MOU is from the time the MOU has been fully executed by both parties to end on June 30, 2025. The parties agree to review these terms at the conclusion of the noted school year.

#### TERMINATION

This MOU may be terminated by either of the parties upon giving of (60) days' notice of termination to the other party at the addresses below:

For       : Company Name  
  
ATTN: Contact Name, Title  
  
Address Line 1  
  
Address Line 2  
  
City, State, and Zip Code

For SAISD: San Antonio Independent School District  
ATTN: Johnny Vahalik  
141 Lavaca Street  
San Antonio, TX 78210

Notwithstanding the foregoing, EY shall also have the right to terminate this Agreement at any time immediately upon notice if EY believes, in good faith, that its professional obligations or requirements require immediate termination.

The individuals executing the MOU on behalf of EY and SAISD acknowledge that they are duly authorized to execute this MOU. All parties hereby acknowledge that they have read and understood this MOU and the attachments and/or exhibits hereto. This MOU shall not become effective until executed by each party. Also, the parties acknowledge that they will perform their respective duties under this MOU only after it is fully executed.

I have read and agree to the terms and conditions outlined above.

**SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT**

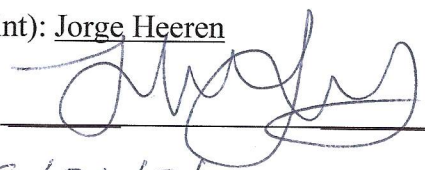
Name (Print): Pedro Martinez, Superintendent

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ERNST & YOUNG U.S. LLP**

Name (Print): Jorge Heeren

Signature:  \_\_\_\_\_

Date: 6/21/21 \_\_\_\_\_

---

Name: Johnny Vahalik, Senior Executive Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: (210) 554-2610

E-mail Address: [jvahalik1@saisd.net](mailto:jvahalik1@saisd.net)



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |   |
|---------------------|---|
| Department:         | College, Career and Military Readiness  |
| Board Meeting Date: | August 16, 2021   |
| Agenda Title:       | Approval of the Memorandum of Understanding (MOU) Between SAISD Edison High School P-Tech School of Business and Ernst & Young U.S. LLP         |
| Presenter:          | Johnny Vahalik, Asst. Supt. for College, Career and Military Readiness  |
| Cost:               | N/A   |
| Board Goal:         | #7 Increase the percent of HS students earning college credit<br>#9 Increase the percent of College, Career, and Military Ready students (CCMR) |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|--------------------|------------------|------------------|-----------------|
| ~120               | 5                  | 1                  | N/A              | N/A              | N/A             |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |   |
|--|---|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Edison High School-School of Business P-TECH will welcome their first cohort of freshmen students this 2021-22 SY. P-TECH programming offers the opportunity to attain industry certifications, Level I Certificates of Completion, Associate of Arts and Science degrees, and Associates of Applied Science degrees. At Edison P-TECH School of Business, students can choose programs of study in Accounting Technology and Business, earning post-secondary credentials through their partnership with San Antonio College. The partnership with Ernst &amp; Young U.S. LLP will provide industry-based knowledge within various areas of the workforce related content area. They will also assist in mentor programs, work-based training, and serve on advisory boards for these business specific programs.</p> |
|--|---|

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD Edison High School P-TECH School of Business and Frost Bank

**PURPOSE:**  PRESENTATION/DISCUSSION  
 DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:** Johnny Vahalik, Assistant Superintendent, College, Career and Military Readiness

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Frost Bank to support the Edison High School P-TECH School of Business program as an industry partner. Industry partnerships are a requirement of the P-TECH model and integral part of providing advisory functions, mentorships, internships, and other work-based learning activities.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Recommend that the Board approves the MOU with Frost Bank as an industry partner with our P-TECH School of Business program at Edison High School.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A (tuition and fees/books/materials are reflected in the dual credit, CTE and books/materials budgets)

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level.
- All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**MEMORANDUM OF  
UNDERSTANDING  
BETWEEN  
FROST**

**AND  
SAN ANTONIO INDEPENDENT SCHOOL  
DISTRICT**

Frost Bank (Frost) and San Antonio Independent School District ("SAISD") on behalf of Edison High School ("P-TECH") enter into this Memorandum of Understanding ("MOU") to develop a partnership to develop and implement a P-TECH program for 9<sup>th</sup> through 14<sup>th</sup> grade level program as outlined and aligned to the design elements listed in the Texas Education Agency's P-TECH blueprint.

This MOU intends to define the roles and responsibilities of a strong partnership between business and industry partners and SAISD to provide a detailed plan for program oversight and advisory and to provide work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.

**Mutual Understanding**

Frost and SAISD agree to work together to support the following common goals:

- Inform the partner of any changes that may impact service delivery;
- Develop a method of communicating needs and challenges;
- Collaborate to encourage students to pursue industry certifications, post-secondary education, career and internship opportunities; and
- Work in partnership to establish additional partners to support the P-TECH program.

Frost agrees to partner or support the program in the following checked

items:

**Cannot Support: Will Support:**

**Activity**

\_\_\_\_\_  X  Provide an industry/business partner liaison with decision-making authority who interacts directly and frequently (in person or virtually) with P-TECH leadership (Benchmark 1: School Design; Element #2b);

\_\_\_\_\_  X  Assist in the development of the course path and program monitoring (Benchmark 3: Strategic Alliances);

(at macro level)

Cannot Support: Will Support:

Activity

|              |              |   |
|--------------|--------------|---|
| _____        | <u>  X  </u> | Assist in defining the industry certifications that will be acquired and the standards/curriculum that will be followed to achieve stated certifications (Benchmark 3: Strategic Alliances);<br><i>(at macro level)</i>   |
| _____        | <u>  X  </u> | Provide when applicable access to business and industry partners and work-based learning facilities, services, and resources (virtual and/or physical) (Benchmark 3: Strategic Alliances);  |
| _____        | <u>  X  </u> | Assist in establishing an advisory board which meets regularly and includes representatives from a variety of stakeholders such as; school board, community, economic development partners, relevant industry subject matter experts for program pathways, and IHE to provide support and guidance to the P-TECH in resource acquisition, curriculum development, work-based learning, and student/community outreach to ensure a successful academic and career pipeline (Benchmark 3: Strategic Alliances); |
| <u>  X  </u> | _____        | Assist in identifying, creating, and maintaining a list of high-demand occupations and programs of study and identify as local needs change, within our expertise and to the best of our knowledge (Benchmark 4: Curriculum, Instruction, and Assessment);  |
| <u>  X  </u> | _____        | Assist in recruiting and screening employees that will mentor students;   |
| _____        | <u>  X  </u> | Provide opportunities when applicable to teachers to receive training like externships or other events (Benchmark 1: School Design; Element # 6).   |
| <u>  X  </u> | _____        | Assist in developing a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships (Benchmark 3: Strategic Alliances);<br><i>participate</i>   |
| _____        | <u>  X  </u> | Participate in defining and reviewing annual outcomes-based measures (Benchmark 1: School Design; Element # 3b);  |
| _____        | <u>  X  </u> | Participate in advisory and leadership team meetings that will meet regularly (in person and/or virtually) with school district staff, campus staff, other industry partners, chamber   |

**Cannot Support: Will Support:**

**Activity**

|               |               |  |
|---------------|---------------|--|
|               |               | of commerce, non- profit foundations and Alamo Colleges (Benchmark 1: School Design; Element # 4);   |
| <u>  X  </u>  | <u>      </u> | Assist in developing roles and responsibilities for worksite supervisors, mentors, teachers, support personnel, and other partners (Benchmark 3: Strategic Alliances);   |
| <u>  X  </u>  | <u>      </u> | Assist in developing a career mentoring program (Benchmark 3: Strategic Alliances);  |
| <u>      </u> | <u>  X  </u>  | Support when applicable for students' activities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives (Benchmark 3: Strategic Alliances);   |
| <u>      </u> | <u>  X  </u>  | Provide a student who receives work-based training or education from the partner under the P-TECH program the opportunity to apply for any jobs for which the student is qualified that are available on the student's completion of the program (Benchmark 3: Strategic Alliances); |
| <u>      </u> | <u>  X  </u>  | Assist in recruiting additional business and industry partners to support the P-TECH program;  |

SAISD will:

- Provide a smaller learning community within a larger high school as the P-TECH program;
- Designate a building level leader who has scheduling, hiring, and budget decisions that will coordinate with the Industry/Business partner liaison (Benchmark 1: School Design; Element 2a);
- Coordinate with business and industry partners to establish annual assessment measures and provide an opportunity for the industry/business partners to provide feedback on the value of the P-TECH program (Benchmark 4: Curriculum, Instruction, and Assessment);
- Coordinate with San Antonio College and business and industry partners to ensure curriculum alignment between high school, post-secondary and industry experience requirements;
- Establish a procedure or manner in the school for students to receive mentoring services;
- Ensure business, and industry employees and students have access to computer and internet access on the campus;
- Assign students to participate in the program with business and industry employees;
- When applicable will secure reasonable manner any facilities in which business and industry partner leaves equipment or other materials for use in

the program to prevent theft of such equipment and materials, but, in any event, SAISD will not be liable for the theft of or damage to any such equipment or materials;

- Will provide for such student transportation as may be required to and from the college as required under State law, and for any P-TECH field trips, each pursuant to applicable SAISD rules and procedures;
- Provide for all student meals as required by state and federal law and SAISD rules and procedures. P-TECH students may purchase food from college foodservice facilities when on the College campus;
- Designate an adult sponsor to oversee the operation of mentoring as a whole. This sponsor must either be a school employee or someone authorized by the school to have access to students and facilities of the school;
- Designate a school leader to provide course path and program monitoring;
- Will coordinate with college and industry partners to develop an implementation plan and annual operating budget.

Frost will not collect the personal information of students but may receive student contact information (e.g., e-mail addresses) as a consequence of communicating with students about and during the students' participation in the program.

Volunteers/staff shall complete the volunteer application and background check every calendar year following SAISD procedures. Volunteer its services & resources to the District in support of the P-TECH program. The services & resources provided by Frost for the District are at no cost to the District. None of the company's employees nor anyone acting on behalf of the company ("actors") in the administration of its services to the District under the MOU shall be employed by the District nor considered a borrowed servant or borrowed employee of the District, with the District exerting no control over the actors.

This MOU is subject to, and Frost will comply with, SAISD's Board Policies, regulations, and administrative procedures. It is the responsibility of the Frost to ensure Frost employees adhere to SAISD's Policies. Frost agrees and acknowledges that documents submitted to SAISD may be subject to public disclosure under applicable open government laws.

Neither SAISD nor Frost will be liable for defaults or delays under the MOU due to acts of God or the public enemy, acts, or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control. This provision will survive the termination or expiration of the MOU.

Frost will indemnify, defend (at SAISD's option), and hold SAISD (including SAISD's current and former officers, employees and agents) harmless from and against all Indemnified Claims arising out of or resulting from the fault of Frost's employees in the performance under the MOU. "Indemnified Claims" means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including reasonable attorneys' fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness or death. "Fault" includes, but is not limited to, sale of defective or nonconforming deliverables, gross negligence, willful misconduct, or a breach of any

legally imposed strict liability standard. This provision will not be deemed to limit the rights of SAISD or Frost against any third party, which may be liable for an indemnified claim. This provision will survive the termination or expiration of the MOU.

In performing under the MOU, neither Frost nor SAISD will discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion, or disability.

Frost and SAISD will retain and provide each other access to all records related to this MOU, except when prohibited by federal or state law. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive the termination or expiration of the MOU.

By entering and performing under this MOU, the SAISD does not intend to waive or diminish its sovereign or liability immunities, limits of liability, or defenses to which it is entitled under the law. This MOU is not intended to create a joint enterprise for purposes of determining liability. This provision will survive the termination or expiration of the MOU.

Frost shall not permit or assign any covered employee with a disqualifying criminal history to perform under the MOU at an SAISD school or wherever SAISD students are present. If Frost receives information that a covered employee has a reported disqualifying criminal history, Frost will immediately remove the covered employee from performing under the MOU and notify the SAISD of such removal in writing within three calendar days. If the SAISD objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, Frost agrees to discontinue using that covered employee to provide services under the MOU.

The term of this MOU is from the time the MOU has been fully executed by both parties to end on June 30, 2025. The parties agree to review these terms at the conclusion of the noted school year.

#### TERMINATION

This MOU may be terminated by either of the parties upon giving of (60) days' notice of termination to the other party at the addresses below:

For Frost:

FROST BANK

ATTN: Suzanne Peterson, Executive Vice

President

111 W Houston Street

San Antonio, TX 78205

For SAISD:

San Antonio Independent School

District ATTN: Johnny Vahalik

141 Lavaca Street

San Antonio, TX 78210

The individuals executing the MOU on behalf of \_\_\_\_\_ and SAISD acknowledge that they are duly authorized to execute this MOU. All parties hereby acknowledge that they have read and understood this MOU and the attachments and/or exhibits hereto. This MOU shall not become effective until executed by each party. Also, the parties acknowledge that they will perform their respective duties under this MOU only after it is fully executed.

I have read and agree to the terms and conditions outlined above.

**SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT**

Name (Print): Pedro Martinez, Superintendent

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FROST BANK**

Name (Print): Suzanne Peterson,  
Executive Vice President

Signature:  \_\_\_\_\_

Date: 6/14/21

---

Name: Johnny Vahalik, Senior Executive Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: (210) 554-2610

E-mail Address: [jvahalik1@saisd.net](mailto:jvahalik1@saisd.net)



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |   |
|---------------------|---|
| Department:         | College, Career and Military Readiness  |
| Board Meeting Date: | August 16, 2021   |
| Agenda Title:       | Approval of the Memorandum of Understanding (MOU) Between SAISD Edison High School P-TECH School of Business and Frost Bank                     |
| Presenter:          | Johnny Vahalik, Asst. Supt. for College, Career and Military Readiness  |
| Cost:               | N/A   |
| Board Goal:         | #7 Increase the percent of HS students earning college credit<br>#9 Increase the percent of College, Career, and Military Ready students (CCMR) |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|--------------------|------------------|------------------|-----------------|
| ~120               | 5                  | 1                  | N/A              | N/A              | N/A             |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |   |
|--|---|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Edison High School-School of Business P-TECH will welcome their first cohort of freshmen students this 2021-22 SY. P-TECH programming offers the opportunity to attain industry certifications, Level I Certificates of Completion, Associate of Arts and Science degrees, and Associates of Applied Science degrees. At Edison P-TECH School of Business, students can choose programs of study in Accounting Technology and Business, earning post-secondary credentials through their partnership with San Antonio College. The partnership with Frost Bank will provide industry-based knowledge within various areas of the workforce related content area. They will also assist in mentor programs, work-based training, and serve on advisory boards for these business specific programs.</p> |
|--|---|

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Memorandum of Understanding (MOU) Between SAISD and South Coastal Area Health Education Center University of Texas Health Science Center**

**PURPOSE:**             **PRESENTATION/DISCUSSION**  
                              **DISCUSSION/ACTION**

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**        Johnny Vahalik, Assistant Superintendent for CCMR

**MEETING DATE:** August 16, 2021

---

### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and South Coastal Area Health Education Center University of Texas Health Science Center to provide Community Health Care Worker (CHW) instruction and certification services to support the development of students' work readiness. CHW certification provided by this party to Highlands and Cooper/Navarro students satisfies student CCMR requirements by obtaining a TEA accountability certification.

#### [Benefits of a Community Health Care Worker Certification](#)

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Recommend that the Board approves the MOU with South Coastal Area Health Education Center University of Texas Health Science Center as presented.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

CTE Perkins grant will fund the cost of \$3,500 per cohort of 30 students.  
244-11-6299-00-322-2-22-000

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

# MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH COASTAL AREA HEALTH EDUCATION CENTER  
UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER

AND

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding (“MOU”) sets for the terms and understanding between **South Coastal AHEC (Area Health Education Center) University of Texas Health Science Center at San Antonio** (hereinafter “AHEC”) and **San Antonio Independent School District** (hereinafter “SAISD”) wherein AHEC will provide instructional services to SAISD Health Science Program of Study Health Science Theory & Practicum course for Community Health Worker Certification (hereinafter “CHW”).

## **Purpose and Background**

The purpose of this MOU is to define the relationship between AHEC and SAISD in providing instructional services to SAISD’s Health Science Courses. This MOU is also intended to define the responsibilities of each party in the delivery and maintenance of this course. This MOU is an agreement between the parties for AHEC to provide the necessary instructor to oversee the CHW certification for SAISD in compliance with the Texas Department of State Health Services requirements.

## **AHEC Responsibilities**

- Provide online CHW instructional services in SAISD Health Science courses in accordance with Texas Department of State Health Services requirements.
- The instructor shall be CHW Certified.
- Provide curriculum resources for CHW course.
- Instructor will commit to scheduling semester face-to-face to meetings with students.
- Instructor will approve students that successful complete the course for CHW certification.

## **SAISD Responsibilities**

- Provide a coordinator to act as a liaison between AHEC and SAISD.
- Provide a Health Science teacher to facilitate student success in completing CHW course.
- Coordinate CHW practicum experiences to include school and community healthcare fairs, educational seminars, and workshops.
- Provide all appropriate health science equipment to check vitals and conduct healthcare screening.

**Cost of Services**

AHEC shall provide the services for \$3500.00 for the online course cohort scheduled. Payment will be rendered to AHEC at the competition of the course and submission of student certifications.

**Term of Contract and General Provisions**

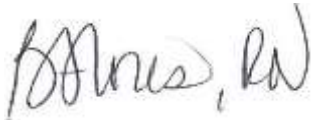
The term of this agreement shall be the later of August 9, 2021 or the date of the last signature hereto, and shall expire on June 2, 2022

The MOU may be extended by mutual agreement or an addendum signed by both parties. The terms of this MOU should be reviewed after each CHW course for continued applicability to meeting the needs of both parties.

This MOU may be terminated, by either party, with or without cause, upon 60 days written notice. Such termination shall not affect students already enrolled until the students have completed their CHW course. As such, the terms of this contract shall survive the termination for the students only.

**Contact Information and Signatures**

**South Coastal AHEC**  
400 Mann Street, Suite 600  
Corpus Christi, Texas 78401



\_\_\_\_\_  
Belinda Flores, Director

\_\_\_\_\_  
May 22, 2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Same as Above  
(contact)

\_\_\_\_\_  
Date:

**San Antonio Independent School District**  
514 Quincy Street  
San Antonio, TX 78210  
Johnny Vahalik, Assistant Superintendent of  
CCMR

\_\_\_\_\_  
Johnny Vahalik, Assistant Superintendent of CCMR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pedro Martinez, Superintendent

\_\_\_\_\_  
Date:



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |  |
|---------------------|--|
| Department:         | College, Career, and Military Readiness  |
| Board Meeting Date: | August 16, 2021  |
| Agenda Title:       | Approval of Memorandum of Understanding MOU Between SAISD and South Coastal Area Health Education Center University of Texas Health Science Center |
| Presenter:          | Johnny Vahalik, Assistant Superintendent for CCMR  |
| Cost:               | \$3,500.00 per online cohort (21-22 one online cohort 15 Highlands students and 15 Cooper/Navarro students)  |
| Board Goal:         | Goal 9 – Increase the percent College, Career, & Military Ready (CCMR)   |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus  |
|--------------------|--------------------|--------------------|------------------|------------------|------------------|
| 30                 | 2                  | 2                  | \$116.66         | 0                | \$3,500.00 (CTE) |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |  |
|--|--|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>San Antonio ISD continues to have the ongoing challenge of ensuring all at-risk students graduate College, Career, or Military ready. Establishing a partnership with SCAHEC University of Texas Health Science Center will allow students to earn a Community Health Worker TEA recognized industry certification.</p> <p>This agreement will provide employment opportunities for students in a high demand Health Science career. Teachers will also complete the requirements to become established CHW instructors. This agreement will benefit students, teachers, and the community.</p> |
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and The School of Family and Consumer Sciences at Texas State University

**PURPOSE:**             PRESENTATION/DISCUSSION  
                              DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:** Victoria Bustos, Executive Director of Student and Academic Support Services

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and The School of Family and Consumer Sciences at Texas State University. School of Family and Consumer Sciences will provide the Strengthening Relationships/Strengthening Families (SR/SF) program that will help adolescent parents increase the skills needed to transition into adulthood, positive parenting skills, and college and career planning. This MOU will be in effect until 2025.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board approves the proposed MOU with The School of Family and Consumer Sciences at Texas State University as presented.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

## MEMORANDUM OF UNDERSTANDING

### *Strengthening Relationships /Strengthening Families (SR/SF) Program*

The School of Family and Consumer Sciences at Texas State University will direct an initiative to:

1. Provide adolescent parents with information and skills related to building healthy relationships, engaging in healthy coparenting and parenting practices, and general life skills (e.g., time management, financial literacy, college/career pathways).
2. Train *SR/SF* Staff and Interns to implement evidence-based, medically accurate, and culturally responsive programming.
3. Implement the program with adolescent parents enrolled in local high schools and community agencies in Central Texas.
4. Enhance coordination among project staff, school partners, domestic violence providers and other agencies to enhance adolescent parents' well-being and strengthen their families.

This program is intended to function for the next five years (2020-2025), pending continued support by the federal government.

The San Antonio Independent School District (SAISD), Student and Academic Support Services, School-Age Parenting program aims to reduce school dropouts, increase high school graduation rates and enhance parenting skills for students who are pregnant and at risk of dropping out of school. The SAISD Student and Academic Support Services team will collaborate with *SR/SF* Staff and Interns to ensure its success. They agree to provide input on the *SR/SF* program, as well as the services listed below:

1. Assist in identifying and recruiting pregnant and parenting adolescents to participate in our program in at least one SAISD school.
2. Allocate a minimum of 14 sessions per semester over the course of the year for project staff to implement the program (virtually or in person).
3. At least one member of their staff will sit on our Advisory Committee to oversee the project.
4. Provide an adequate workspace (if implementing in-person services) for *SR/SF* staff and one intern to perform its service delivery model.

By signing below, representatives are acknowledging they have read the project abstract, understand their role in this project, and agree to collaborate with Texas State University and the *SR/SF* Program for the 2021-2022 school year with the potential to continue collaborating until the completion of the project (2025), based on an annual review of the collaboration.

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**Pedro Martinez**  
Superintendent of Schools  
San Antonio ISD

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**Norma J. Perez-Brena, Ph.D.**  
Director,  
Strengthening Relationships/Strengthening Families  
Associate Professor, Texas State University



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |  |
|---------------------|--|
| Department:         | Student and Academic Support Services  |
| Board Meeting Date: | August 16, 2021  |
| Agenda Title:       | Approval of the Memorandum of Understanding (MOU) Between SAISD and The School of Family and Consumer Sciences at Texas State University   |
| Presenter:          | Victoria Bustos, Executive Director of Student and Academic Support Services   |
| Cost:               | \$0  |
| Board Goal:         | Ensure Proficiency – Increase the percent of on-time, 4-year Graduation and decrease dropout rates.<br>Targeted Focus on Post-Secondary Success – Increase the percent of graduates attending college. |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses        | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|---------------------------|------------------|------------------|-----------------|
| 30-50              | 0                  | Lanier & Cooper @ Navarro | No Cost          | 0                | 0               |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |   |
|--|---|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The School of Family and Consumer Sciences at Texas State University will provide the “Strengthening Relationships/Strengthening Families” (SR/SF) program virtually for Lanier High School and Cooper @ Navarro teen parents. The SR/SF program uses the following evidence-based curriculum: Parenting and Paternity Awareness (P.A.P.A.) program, Family Foundations for a Strong Start program and Love Notes program. In addition to providing this curriculum, SR/SF staff will offer individual case management that includes program assistance with Women, Infants and Children (WIC), Medicaid, college applications, job applications, and academic support. SAISD School Age Parenting social workers will identify and recruit eligible students for the program.</p> |
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and Bexar County Juvenile Board for the Bexar County Juvenile Alternative Education Program**

**PURPOSE:**             **PRESENTATION/DISCUSSION**  
                              **DISCUSSION/ACTION**

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:** Gerard Cortez, Assistant Superintendent, Disability and Learning Support Services

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the renewal of the Memorandum of Understanding (MOU) between SAISD and Bexar County Juvenile Board for the Bexar County Juvenile Alternative Education Program. The Bexar County provides educational services for students from SAISD for Mandatory/Discretionary purposes. Students are placed through local school districts' hearing process.

The Director of Satellite Campuses is the liaison between SAISD and students and the home campuses. The District pays approximately \$135.85 per day, per student for Discretionary placements. Bexar County is responsible for paying for all students assigned for Mandatory placements.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Recommend that the Board approves the renewal of the MOU between SAISD and Bexar County Juvenile Board for the Bexar County Juvenile Alternative Education Program as presented.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

Local funds, 199-95-6223-00-020-2-26-0-00, approximately, \$50,000.

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.



**2021-2022 MEMORANDUM OF UNDERSTANDING**

**BEXAR COUNTY JUVENILE BOARD  
AND  
INDEPENDENT SCHOOL DISTRICT**

**I. PARTIES**

This Memorandum of Understanding (MOU) is entered into by and between the Bexar County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and the Independent School District (School District), a political subdivision of the State of Texas, agreeing to and executing this MOU. It establishes roles and responsibilities relating to the Bexar County Juvenile Justice Alternative Education Program (JJAEP). This MOU is required by the Texas Education Code (TEC), and is in compliance with the requirements set out in Grant P of the Texas Juvenile Justice Department funding contract with the Juvenile Board. All referenced attachments are incorporated into the MOU as if fully set forth herein.

**II. STUDENT ELIGIBILITY**

Students will be assigned to the Bexar County JJAEP at the Bexar County Juvenile Justice Academy (JJA) only as set forth by the provisions of this MOU.

- A. Factors Considered Prior to Expulsion. Pursuant to the TEC, the School District’s Student Code of Conduct must specify that consideration will be given, as a factor in each decision concerning placement in JJA, regardless of whether the expulsion is discretionary or mandatory, to:
  - 1. Self-defense;
  - 2. Intent or lack of intent at the time the student engaged in the conduct;
  - 3. A student’s disciplinary history;
  - 4. A disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct;
  - 5. A student’s status in the conservatorship of the Department of Family and Protective Services; or
  - 6. A student’s status as a student who is homeless.
  
- B. Discretionary Expulsions. Students may be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to be a discretionary expulsion or placement by the TEC.
  
- C. Mandatory Expulsion. Students shall be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to require a mandatory expulsion under the TEC.

- D. Prerequisites. For a student to remain designated as a Mandatory Expulsion, all of the following requirements must be met:
- a. Offense Report. The School District must have an offense report prepared by a law enforcement agency for the alleged incident upon which the expulsion is based.
  - b. Filing the Offense Report. The offense or investigative report must be filed by the School District with the JJA, the Juvenile Probation Department and the District Attorney's Office. Until the offense report is filed, the student will not be designated a Mandatory Expulsion, and the Juvenile Board may bill the School District for that student at the Discretionary Expulsion rate.
- E. Additional Information. If the law enforcement agency report or complaint does not describe conduct that rises to the level of a Mandatory Expulsion offense, the JJA Administrator may require the School District to provide additional information to support the designation of Mandatory Expulsion.
- F. Reclassification. In the event a student fails to qualify as a Mandatory Expulsion, that student will be classified as a Discretionary Expulsion, and the School District will be billed for the student at the Discretionary Expulsion rate from the date of enrollment. The JJA will advise the Bexar County Auditor's Office of the student's correct status so that the status is accurately reflected in the School District's bill.
- G. Waiver. If a student fails to meet Texas Juvenile Justice Department (TJJD) eligibility requirements for funding as a Mandatory Expulsion, the School District may request a waiver. A written waiver request must be directed to the JJA Administrator. The waiver request must:
- a. State the reason the student was expelled from the home campus;
  - b. State the reason the student does not meet the TJJD funding eligibility requirements;
  - c. Be filed with the JJA Administrator on the form set forth in **Attachment A**; and
  - d. Be filed within ten (10) business days of the date the School District is made aware of the ineligibility as a Mandatory Expulsion. The JJA Administrator may deny untimely waiver requests.
- H. Eligibility Determination. The JJA Administrator will forward the School District's written request to TJJD and advise the School District if the waiver request is granted or denied by TJJD. The Juvenile Board will bill the School District for that student at the Discretionary Expulsion rate until notified by TJJD that the student is deemed eligible to receive TJJD funding under the Mandatory Expulsion category.
- I. Court-ordered Placements. Students may be placed in the JJA by a Court when they have been adjudicated for delinquent conduct or conduct indicating a need for supervision. The School District will not be responsible for payment for these students unless they have been expelled by the School District; however, the School District is responsible for providing special education services, as articulated in the students' Individualized Education Programs (IEPs)/ Individualized Accommodation Plan (IAPs) and/or Behavior Intervention Plan (BIPs) when such services are not provided by the JJA.

- J. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Bexar County may be placed by the school district in the JJA as provided in the TEC and in accordance with the conditions set out in Section III.B.4 of this MOU. Only students who are Bexar County residents may be placed in the JJA under this provision.
- K. Maximum Capacity Rules. Based on student instructional capacity and safety and security issues, the Juvenile Board has set a maximum student enrollment of 250 students at the JJA (Maximum Capacity). If student enrollment reaches 200, the following rules will apply:
1. JJA Administrator will notify the School District of current enrollment, allocation of spaces, and number of out-of-county students. The School District will be allocated a total number of non-Mandatory Expulsion spaces for Bexar County residents (to include all categories of Discretionary Expulsions and placements) commensurate with that district's percent of Bexar County's total student population in grades 5 – 12. These population figures will be extracted from the prior year's Public Education Information Management Systems (PEIMS) enrollment (snapshot) figures.
  2. When the School District has reached its allocated number of spaces, it must withdraw a student in order to enroll a new student if the district would otherwise exceed the assigned number of discretionary spaces.
  3. The School District may negotiate directly with other districts for unused spaces. The maximum enrollment may be re-defined from time to time as deemed appropriate by the JJA. Notification of these space arrangements between districts will be communicated in writing to the JJA Administrator prior to the assignment of the student. Cancellation or modification of these agreed spaces will be the responsibility of the participating school districts; however the maximum total space assignments cannot be exceeded.
- L. Maximum Capacity Procedure. Once Maximum Capacity is reached, the following procedures will apply:
1. All students at the JJA who are out-of-county residents shall be returned to the sending school district.
  2. The JJA Administrator will determine at the end of each month, based on projected withdrawals and enrollments, whether to continue the excess Maximum Capacity procedure.
- M. Out-of-County Students. This MOU applies only to students who are Bexar County residents, except as provided in this section. An expelled student who resides in a county other than Bexar, or who resides in Bexar County but attends a school in a district outside Bexar County, may attend the JJA only under the following conditions:
1. Eligibility for placement at the JJA is subject to the Maximum Capacity procedures described above.
  2. The School District shall pay the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C of this MOU, unless the student is a Mandatory Expulsion and eligible for TJJD funding.

3. In order for a Mandatory Expulsion student to be eligible for TJJD funding,
    - a. The respective School District and the Juvenile Board for the county where the student resides must have signed this MOU, and a copy of the MOU must have been provided to TJJD; and
    - b. JJA must obtain written approval from TJJD for funding of the particular student, using the Out-of-County Form, TJJD-JJAEP-005.
  4. TJJD funding is only available for 90 actual attendance days for out-of-county students attending the JJA. After 90 days, the School District is responsible for payment at the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C.
  5. In order to manage JJA student population within the Maximum Capacity, JJA will prioritize admission to students who are Bexar County residents. No provision of this MOU creates an entitlement for any out-of-county student to attend JJA.
  6. This MOU complies with TJJD's JJAEP Grant guidelines regarding students from counties other than Bexar.
- N. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJA program behavior expectations as determined by the JJA Administrator, the student shall be returned to the School District for disposition.

### **III. STUDENT PLACEMENT**

- A. Intake. Upon expulsion or decision on placement, the School District must contact the JJA for a time and date for an intake interview. The School District must also inform the JJA of the reason for expulsion or placement, term (i.e., number of days) and whether the student has been identified as requiring special education services and/or native language instruction. The time, date and place of the intake at the JJA shall be included in the notice of expulsion sent to the student as well as in the notice of expulsion form provided to the JJA Administrator and the Bexar County Juvenile Probation Department. If the student is a juvenile, the School District shall notify parents in writing that their child will be referred to the Bexar County Juvenile Probation Department and be assigned a probation officer.
- B. Term of Assignment to the JJA. The expulsion or placement order by the School District shall specify the number of days or term of the expulsion or placement. For the purpose of this MOU, 180 enrolled instructional days is a year (Year) and the following term rules shall apply:
  1. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one calendar year. A student's total assignment to the JJA for a Mandatory Expulsion may not exceed a Year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one calendar year in accordance with federal law may be assigned to the JJA for a calendar year.
  2. Discretionary Expulsions and Placements. In no event will a student be assigned to the JJA for more than one Year for a Discretionary Expulsion, or for a placement of student due to a

Title 5 felony offense, involvement in sexual assault, or registration as a sex offender. The one Year maximum term of assignment is cumulative, whether or not it is continuous and whether or not imposed by different school districts. For example, a student may be expelled to the JJA for a Title 5 felony offense for a maximum of one Year, regardless of which subsection of TEC may be employed for expulsion or, in the event of change in school districts, which school district initiates the expulsion. Also, the maximum cumulative term of placement at the JJA of a student who is a registered sex offender is one Year total, regardless of which school districts may have assigned the student to the JJA.

3. Title 5 Felony Offenses. A student who is assigned to the JJA due to a Title 5 felony offense shall be returned to the sending School District upon the first of these events to occur:
  - a. The charges are dismissed or reduced to a misdemeanor offense;
  - b. The student is acquitted;
  - c. The student completes the term of placement;
  - d. The student is assigned to another program;
  - e. The student's assignment to the JJA reaches 180 enrolled instructional days; or
  - f. The student graduates from high school.
  
4. Registered Sex Offenders. Initial placement of a registered sex offender to the JJA is to be for at least 90 enrolled instructional days (Semester) for an offender on probation, and may be up to one Semester for an offender not on probation. Placement must be reviewed at the end of the first Semester of placement. A registered sex offender placed at the JJA whose residence is outside Bexar County will be immediately returned to the sending district. If it is determined by the committee convened by the School District that a registered sex offender assigned to the JJA should remain in alternative placement, then when that student's term at the JJA reaches one Year, that student will be returned to the School District.
  
5. Student Releases. The JJA staff may recommend expulsion term extensions for students who do not satisfactorily complete the JJA program. The final determination to extend a student's expulsion term is that of the home School District. A student's assignment to the JJA shall terminate at the earliest of one of the following dates:
  - a. Successful completion of the expulsion term;
  - b. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department regulations:
    - 1) Completed program / returned to home school while on probation.
    - 2) Completed program/ term of probation expired.
    - 3) Completed program/ term of placement expired.
    - 4) GED completion.
    - 5) Graduated.
    - 6) Left program incomplete.
    - 7) Other - left program for non-delinquency reason such as moved, death, or medical reason.
  - c. For a student placed at the JJA for a Title 5 felony offense, any event described above in paragraph III.B.3; or
  - d. The student's assignment to the JJA reaches 180 enrolled instructional days.

#### IV. SPECIAL EDUCATION

- A. Students with Disabilities. For students who commit an offense and have been identified by the School District as having a disability the following procedures apply:
1. The student may be expelled from the School District only after a duly constituted Admission, Review and Dismissal (ARD)/Section 504 Manifestation Determination Review (“MDR”) meeting. The requirement to have a MDR does not apply only if the student:
    - a. Has been identified by the School District as having a disability under Section 504;
    - b. Was referred the BCJJA for an offense that pertains to the use or possession of illegal drugs or alcohol; and
    - c. The student is currently engaging in the illegal use of drugs or in the use of alcohol.
  2. A student that is eligible for services from the district’s special education department or under Section 504 may be expelled only if the ARD/Section 504 committee determines that the alleged offense is not a direct and substantial manifestation of the student's disability or a failure to deliver the program of services and supports in accordance with applicable state and federal laws.
  3. School District must invite the administrator of the JJA or the administrator's designee to an ARD committee meeting convened to discuss the expulsion of a special education student. School District must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. A copy of the student's current IEP must be provided to the JJA representative with the notice.
  4. If the JJA Administrator or designee is unable to attend the ARD/Section 504 committee meeting, the JJA representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJA and implementation of the IEP/IAP and/or BIP in the JJA.
  5. Students with disabilities assigned to the JJA will be provided educational services as determined by the ARD/Section 504 committee, and articulated in the IEP/IAP and/or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP/IAP and/or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and accommodations or modifications for the term of the student's tenure at the JJA.
  6. Ultimately, the School District is responsible to ensure that appropriate programs and services, as articulated in a student’s IEP/IAP and/or BIP, are provided at the JJA continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services. All related services articulated in students’ IEP/IAPs must be provided by the School District with the exception of counseling. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters. Counseling services available at the JJA are provided by Communities in Schools - San Antonio. The JJA will have special education services and personnel as a portion of the normal operation of the JJA. The JJA will provide a copy of each special education student's schedule within five (5) school days of a School District's request.

7. If after a special education student is placed at the JJA the JJA Administrator provides written notice to the school district of specific concerns that the student's educational or behavioral needs cannot be met in the JJA, an ARD committee meeting must be convened to reconsider placement of the student in the JJA. School District must invite the JJA administrator or the administrator's designee to the meeting and must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. If the JJA representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student's continued placement in the JJA.
- B. Students with Suspected Disabilities. If a student assigned to the JJA is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, the following procedures apply:
1. The School District's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary.
  2. The JJA staff will assist with the completion of the necessary referral documents. Any student determined to qualify for services and protection under IDEIA or Section 504, shall be afforded all lawfully required services and protections by the School District to the extent that the JJA cannot provide the service and the School District is notified of the need to provide the service.
- C. English as a Second Language (ESL)/Bilingual Students. If a student has been identified as a second language learner, whether general or special education, the following procedures apply:
1. School District must obtain appropriate documentation from the Language Proficiency Assessment Committee (LPAC) relative to the following:
    - a. The student's dominant oral and written language;
    - b. The student's level of oral and written language proficiency; and
    - c. Type, level, frequency and duration of instruction and/or support services.
  2. The School District may provide, upon availability, training to JJA personnel to facilitate accommodations necessary for English Language Learners.
  3. The JJA will provide direct instruction by a certified Bilingual/ESL teacher.
- D. Change of Residence. Students receiving special education or Section 504 services prior to their expulsion and who change residence to another school district served by the JJA will continue to be the responsibility of the sending School District until the student has completed the JJA assignment and/or enrolled in the new School District.
- E. Accountability. Accountability for students placed at the JJA shall remain with the student's school district of residence. The eligibility folder will stay with the expelling School District and a working folder will be sent to the JJA prior to the intake appointment.
- F. Addressing Concerns. After placement of a student in the JJA, if the JJA has concerns that the student's educational or behavioral needs cannot be met in the JJA program, the JJA shall

provide written notice of the specific concerns to the School District. The School District will conduct an ARD/Section 504 committee meeting to reconsider the placement of the student into the JJA and to avoid disruption of services and/or an improper placement. The School District is responsible for providing notice to the JJA and to the parent of the ARD/Section 504 committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD/Section 504 committee meeting. Whenever possible, the ARD/Section 504 committee meetings for students enrolled at the JJA should be held at the JJA site and scheduled at a time that enables the home campus representative to be present. If the home campus representative is unable to attend the ARD/Section 504 committee meeting in person, alternate means of communication shall be made available so that the home campus representative may participate in the meeting.

- G. Notices. The notices required in this Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term 'native language' when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parents of the child.

## V. RECORDS

- A. 24 Hours. The School District shall report any expulsion notice within 24 hours (not to include weekends or school holidays) after the expulsion hearing to:
  1. The JJA Administrator; and
  2. The Bexar County Juvenile Probation Department (or the respective juvenile probation department in which the student resides if other than Bexar County).
- B. Expulsion Notice and Order. The School District shall record the expulsion on the form set forth in **Attachment B**, marking the box for the specified offense, describing the offense with sufficient detail to properly assess that it is an expellable offense, and submitting the form to the JJA. The School District shall also provide the JJA with a copy of the Expulsion order.
- C. Referral. The School District must refer all Mandatory Expulsions to the District Attorney's Office and the Bexar County Juvenile Probation Department. In addition, the School District shall, on a timely basis, provide to the Juvenile Probation office or the Juvenile section of the District Attorney's office as appropriate, all other referral information required by the Texas Family Code. The School District shall provide the JJA the necessary verification of submission of referrals to all necessary agencies.
- D. Police Reports. In a Mandatory Expulsion, the School District must also provide JJA with a copy of the police report. The School District shall provide the Juvenile Board with the necessary verification of submission of the police report(s) to all necessary agencies.
- E. Title 5 Felony Offenses. In a Discretionary Expulsion of a student for a Title 5 felony offense under TEC, the School District must provide police reports, court orders, or juvenile probation department documents sufficient to establish eligibility for assignment to the JJA under that provision.

- F. Students Involved in Sexual Assault. In placing a student pursuant to the statute providing for transfer of students involved in sexual assault, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- G. Registered Sex Offenders. In placing a student identified as a registered sex offender under TEC Chapter 37 Subchapter I, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- H. Student Records. The School District must forward copies of the following records to the JJA for each student:
1. Special education records, to include:
    - a. The most recent ARD/IEP/IAP/BIP manifestation determination review;
    - b. The most recent comprehensive individual assessment that documents eligibility for special education services and the list of modifications and/or complementary aids conducive to advancement towards annual and short-term goals and objectives; and
    - c. Recommendations for the current year's assessment.
  2. State standardized test information;
  3. The student's academic achievement records (e.g. report card);
  4. The student's Home Language Survey and all Language Proficiency Assessment Committee documentation;
  5. The student's immunization records; and
  6. Information regarding the student's National School Lunch Program status.
- I. Time Due. A student's records must be provided to the JJA by the School District on or before the date of the intake interview.
- J. Enrollment Notification. A student's enrollment record form/notification to include the student's date of enrollment at JJA must be sent to the home School District by JJA within 24 hours (not to include weekends or school holidays) of the student's enrollment date.
- K. Change of Residence. JJA will inform both School Districts, as appropriate, of a student's change of residency based on a review of appropriate proof of residency documents, and will provide the new School District with said proof of residency documents within 48 hours (not to include weekends or school holidays) of informing of change of residence. The student shall continue to be enrolled with the expelling School District if either the expelling or new School District wishes to continue the term of expulsion. Each School District and JJA will continue to be responsible for compliance with the current provisions of this MOU.

- L. Grades. The JJA will submit to the School District the grades for all students' academic work and/or completion of courses while enrolled at the JJA. The School District will make the final determination as to a student's promotion or retention, award of credits, and graduation.

## **VI. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS**

- A. Responsibilities. All state-required standardized tests will be administered to students enrolled at the JJA. The following responsibilities are assigned for administration of the tests:
1. Test Coordinator. JJA will have a trained and sworn Testing Coordinator who will serve as the point of contact with the School Districts for the administration of state-required standardized tests to students enrolled at the JJA. Each year, the JJA will provide all School Districts with the Testing Coordinator's name and contact information.
  2. List of Students. JJA staff will provide the School District with a list of all students from that district enrolled at the JJA at least ten (10) school days prior to the date of administration of state-required standardized tests.
  3. Student Testing Materials. The School District is responsible for securing, coding and delivering all testing materials to the JJA Administrator or designee a minimum of three (3) school days before the day of standardized test administration. The School District may also provide additional student testing materials to cover students that enroll after the list of students was provided to the School District. The School District will provide to the JJA access, limited to students enrolled at the JJA, to administer, as necessary, online testing.
  4. Accommodations. The School District will assist the JJA staff to ensure implementation of accommodations articulated in the IEP/IAPs and/or BIPs for standardized testing, as appropriate, for students receiving special education services and speakers of languages other than English. If the accommodations exceed what the JJA can reasonably implement, the School District remains responsible for ensuring that the student has access to the necessary accommodations by whatever means the School District deems most appropriate.
  5. Retrieving Completed Testing Materials. The JJA is responsible for making necessary arrangements to retrieve all completed student testing materials attributed to the School District's students enrolled at the JJA.
  6. Obtaining and Submitting Testing Materials. The School District is responsible for obtaining the completed student testing materials from the JJA, and is also responsible for submitting all completed student testing materials to the appropriate TEA contracted agent.
  7. Student Success Initiatives. The JJA will assist School District in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

## **VII. FUNDING AND BILLING**

- A. Mandatory Expulsions. Funding for Mandatory Expulsions will be provided by the Texas Juvenile Justice Department for those students who meet the prescribed TJJD eligibility requirements. School District will pay for a student at the Discretionary Expulsion rate listed in Section VII.B. herein until the offense report is filed with the JJA, the Bexar County Juvenile Probation Department and the appropriate District Attorney's Office.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC, the School District shall pay the rate of \$135.85 per student per day of attendance at the JJA. A student is considered to be in "attendance at the JJA" for the purposes of this Agreement if they are receiving tele-education services. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Title 5 Felony Discretionary Expulsions. For students who are Title 5 felony Discretionary Expulsions pursuant to TEC, School District shall pay in the same manner as for other Discretionary Expulsions, except that the rate for this category of expulsion is based on the actual operational cost as determined by the Juvenile Board based upon its most recent annual audit, and will not exceed the rate set out in paragraph VII.B above.
- D. Registered Sex Offenders. For students who are placed at the JJA as registered sex offenders under TEC Chapter 37, School District shall pay at the same rate as for Discretionary Expulsions, which is \$135.85 per student per day of attendance.
- E. Disallowed Mandatory Expulsions. For a student who was expelled for a Mandatory Expulsion offense but who, because of the terms of the TJJD funding contract and as outlined in this MOU, was disallowed Mandatory Expulsion status, the School District shall pay the Discretionary Expulsion rate of \$135.85 per student per day of attendance from the date of enrollment.
- F. Continuing Responsibility. In the event a student changes residence to another school district served by JJA after being expelled, and prior to completing the expulsion term, the student shall remain the financial responsibility of the expelling School District for the JJA daily attendance rate.
- G. Date of Invoice. The Juvenile Probation Fiscal Office will issue an invoice within thirty (30) business days after the end of each month. The invoice will provide the name of each student and the number of days the student attended.
- H. Payment. The School District shall make payment to the Juvenile Board through the Bexar County Auditor. Payment for the full amount hereunder shall be made payable to Bexar County and payment made at the Bexar County Auditor's Office at 101 W. Nueva, Suite 800, San Antonio, TX 78205-3445 within thirty (30) days after the invoice is received by the member School District. The Juvenile Probation Fiscal Office shall send the invoice to the address listed on the signature page of this MOU.

### **VIII. TRANSPORTATION**

- A. School District's Responsibility. Transportation of students to and from the JJA shall be the sole responsibility of the School District. The School District is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA. The School District shall provide all necessary security at the student pick up/drop off location(s).
  
- B. Change of Residence. In the event a student expelled by a School District changes residence to another school district served by JJA after being expelled and prior to completing the expulsion term, the new school district is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA.

### **IX. TRANSITION**

- A. Transition File. Approaching completion of his/her term at the JJA, JJA staff will send the School District a transition file that includes:
  - 1. The student's grades converted to numeric scores; when requested by the School District, course completions will be reported;
  - 2. A behavior summary, recommendations and comments that suggest placement options that the JJA staff deems appropriate for the student returning to his/her home campus;
  - 3. Attendance information; and
  - 4. Other recommendations and comments.

### **X. ADVISORY BOARD**

- A. Authority. The Juvenile Board has authorized an Advisory Board to provide a forum for representatives of the Juvenile Board, the school districts and the organizations supporting the JJA to meet and discuss issues related to the operation of the JJA.
  
- B. Procedure. Each School District shall designate a representative to serve on the Advisory Board. The Advisory Board shall include representatives of at least five (5) school districts, as elected by representatives of the school districts, at a meeting called by the Administrator for the Juvenile Board. The School District hereby agrees to participate in the election of said Advisory Board and, if elected to serve, will do so.

### **XI. PARTIAL INVALIDITY**

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, 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 unenforceable, or rendered as such by a change to applicable state and/or federal law, the remaining provisions shall continue in full force and effect.

**XII. TERM**

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect from August 1, 2021 through, and including, July 31, 2022. This Agreement shall renew automatically each year on August 1<sup>st</sup>, unless notice of a party's intent not to renew is sent to the other party prior to July 1<sup>st</sup> of that year.

The Bexar County Juvenile Board and the School District may modify this Agreement under terms as specified in a written addendum to be signed by both parties. In response to COVID-19, JJA may issue an Addendum modifying the provisions set forth in this MOU. JJA will provide School District with a copy of the addendum. The terms and conditions of the updated Addendum will supersede the provisions of any previous Addendum.

**XIII. INTEGRATION**

This MOU, together with the instruments heretofore incorporated by reference and the 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 employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

**AGREED AND FULLY EXECUTED ON THE LATEST DATE RECORDED BELOW.**

**INDEPENDENT SCHOOL DISTRICT**

School District: San Antonio Independent School District

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name: Pedro Martinez

Title: Superintendent

*The Juvenile Probation Fiscal Office shall send invoices to the following address:*

Name: SAISD

Address: 514 W. Quincy St. State: Texas Zip Code: 78212

*If required by School District:*

\_\_\_\_\_ **COUNTY JUVENILE BOARD**

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Juvenile Board Chair

**BEXAR COUNTY JUVENILE BOARD**

By: \_\_\_\_\_  
JUDGE LISA K. JARRETT  
Juvenile Board Chair

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ATTACHMENT A**



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY  
 STUDENT FUNDING WAIVER REQUEST**

**Police Report Requirement**

The Texas Juvenile Justice Department (TJJJ) reserves the right to provide funding for students remanded to juvenile justice alternative education programs who do not meet the basic requirements found in TJJJ’s State Financial Assistance Contract. This form serves as your request of waiver to the police report requirement and should be faxed to the JJA Administrator at (210) 335-8549. Your request will be forwarded to TJJJ and you will be notified of TJJJ’s response once it is received by the JJA Administrator’s office.

|   |                         |              |
|---|-------------------------|--------------|
| <b>SCHOOL DISTRICT:</b>                 | <b>SCHOOL OFFICIAL:</b> |              |
| <b>PHONE:</b>                           | <b>FAX:</b>             | <b>DATE:</b> |
| <b>STUDENT:</b>                         | <b>DOB:</b>             |              |
| <b>Describe offense in some detail:</b> |                         |              |
|   |                         |              |
|   |                         |              |
| <b>Reason for request of waiver:</b>    |                         |              |
|   |                         |              |
|   |                         |              |

**FOR TJJJ STAFF ONLY**

|  |          |       |
|--|----------|-------|
| The request for waiver received in this office on _____ is ____ Granted ____ Denied. |          |       |
| If denied, please specify reason: _____  |          |       |
|  |          |       |
|  |          |       |
| _____  | _____    | _____ |
| Signature  | Position | Date  |

**ATTACHMENT B**



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY  
 REFERRAL OF CHILD AFTER EXPULSION**

|  |   |
|--|---|
| To: Juan Vega, JJAEP Clerk<br>1402 N. Hackberry<br>San Antonio, TX 78208 | Phone: 210-335-8524<br>Fax: 210-335-8549<br>E-mail: jvega@bexar.org |
|--|---|

Pursuant to Texas Family Code §52.041 and Texas Education Code (TEC) §37.010, the following report is being made to the Juvenile Court regarding the expulsion of the student named below.

**School District:** \_\_\_\_\_ **School Official/Hearing Officer:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Date of Hearing:** \_\_\_\_\_

|   |   |                    |                              |              |
|---|---|--------------------|------------------------------|--------------|
| <b>Student:</b>   | <b>Age:</b>                                   | <b>Grade:</b>      | <b>DOB:</b>                  | <b>SNN:</b>  |
| <b>Special Programs:</b>  | <b>Yes _ No_ Specify:</b>                     |                    | <b>TSDS#</b>                 |              |
| <b>Campus Address:</b>  |   |                    |                              |              |
| <b>Parent's Name:</b>   |   |                    |                              |              |
| <b>Parent's Address:</b>  |   |                    |                              |              |
| <b>County of residence (if other than Bexar):</b>   |   |                    |                              |              |
| <b>Telephone #s</b>   | <b>Work: (210 )</b>                           | <b>Home: (210)</b> | <b>Cell: (210)</b>           |              |
| <b>Date Expelled:</b>   | <b>Number of Instructional Days Expelled:</b> |                    | <b>Proposed Return Date:</b> |              |
| <b>Describe offense in some detail:</b>   |   |                    |                              |              |
| <b>Parent is aware and understands that child may be assigned a probation officer (PO) by the probation department: Yes _ No _ If not, why not?</b> |   |                    |                              |              |
| <b>National School Lunch Program:    Free    Reduced    None    (Circle appropriate Program)</b>  |   |                    |                              |              |
| <b>Date Intake requested:</b>   | <b>Intake Scheduled on</b>                    |                    | <b>at</b>                    | <b>AM/PM</b> |

Please check offense for which student is being referred:

**2021/22 and 2022/23 School Years**

| ✓ | Offense Code | Offense Description  | Offense Type  |
|---|--------------|--|---------------|
|   | 37.007A12A   | Unlawful Weapon: Handgun [Penal Code (PC) 46.02 (a)] [Education Code (EC) 37.007 (a)(1)]                         | Mandatory     |
|   | 37.007A12B   | Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students under the age of 18.) | Mandatory     |
|   | 37.007A12C   | Unlawful Weapon: Club [PC 46.02 (a)] [EC 37.007 (a)(1)]  | Mandatory     |
|   | 37.007A15A   | Prohibited Weapon: Explosive Weapon [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]   | Mandatory     |
|   | 37.007A15B   | Prohibited Weapon: Machine Gun [PC 46.05 (a)(2)] [EC 37.007 (a)(1)]  | Mandatory     |
|   | 37.007A15C   | Prohibited Weapon: Short-Barrel Firearm [PC 46.05 (a)(3)] [EC 37.007 (a)(1)]                                     | Mandatory     |
|   | 37.007A15D   | Prohibited Weapon: Firearm Silencer [PC 46.05 (a)(4)] [EC 37.007 (a)(1)]   | Mandatory     |
|   | 37.007A15F   | Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05 (a)(6)] [EC 37.007 (a)(1)]                                | Mandatory     |
|   | 37.007A15G   | Prohibited Weapon: Chemical Dispensing Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]                               | Mandatory     |
|   | 37.007A15H   | Prohibited Weapon: Zip Gun [PC 46.05 (a)(8)] [EC 37.007 (a)(1)]  | Mandatory     |
|   | 37.007A15I   | Prohibited Weapon: Tire Deflation Device [PC 46.05 (a)(9)] [EC 37.007 (a)(1)]                                    | Mandatory     |
|   | 37.007A15J   | Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007(a)(1)]*                              | Mandatory     |
|   | 37.007A2A1   | Aggravated Assault   | Mandatory     |
|   | 37.007A2A2   | Aggravated Sex Assault   | Mandatory     |
|   | 37.007A2A3   | Sex Assault  | Mandatory     |
|   | 37.007A2B    | Arson  | Mandatory     |
|   | 37.007A2C1   | Murder   | Mandatory     |
|   | 37.007A2C2   | Capital Murder   | Mandatory     |
|   | 37.007A2C3   | Attempted Murder   | Mandatory     |
|   | 37.007A2D    | Indecency With A Child   | Mandatory     |
|   | 37.007A2E    | Aggravated Kidnapping  | Mandatory     |
|   | 37.007A2F    | Aggravated Robbery   | Mandatory     |
|   | 37.007A2G    | Manslaughter   | Mandatory     |
|   | 37.007A2H    | Criminally Negligent Homicide  | Mandatory     |
|   | 37.007A2I    | Continuous Sex Abuse Of A Young Child Or Children(PC 21.02)  | Mandatory     |
|   | 37.007A3     | Felony Drug  | Mandatory     |
|   | 37.007B1D    | False Alarm  | Discretionary |
|   | 37.007B1E    | Terroristic Threat   | Discretionary |
|   | 37.007B2A1   | Misdemeanor Marijuana  | Discretionary |
|   | 37.007B2A1B  | Misdemeanor Controlled Substance   | Discretionary |
|   | 37.007B2A2   | Misdemeanor Dangerous Drug   | Discretionary |
|   | 37.007B2A3   | Misdemeanor Alcohol  | Discretionary |
|   | 37.007B2B    | Glue Or Aerosol Paint  | Discretionary |
|   | 37.007B2CA   | Assault On A Teacher   | Discretionary |
|   | 37.007B2CB   | Assault On An Employee   | Discretionary |
|   | 37.007B2D    | Deadly Conduct   | Discretionary |
|   | 37.007B3A    | Non-School Student On Student [EC 37.007 (a)(2)(A)]  | Discretionary |
|   | 37.007B3B    | Non-School Student On Student [EC 37.007 (a)(2)(C)]  | Discretionary |
|   | 37.007B3C    | Non-School Student On Student [EC 37.007 (a)(2)(F)]  | Discretionary |

Contract No. ISD196  
Independent School Districts  
Bexar County Juvenile Justice Alternative Education Program  
August 1, 2021– July 31, 2022

|            |   |               |
|------------|---|---------------|
| 37.007B4   | 'On or Within 300 Ft' Rule- Mandatory Offense [EC 37.007(b)]  | Discretionary |
| 37.007B5   | Breach Of Computer / Computer Hacking   | Discretionary |
| 37.007C    | Serious Misbehavior   | Discretionary |
| 37.007D    | Retaliation   | Mandatory     |
| 37.007D(D) | Retaliation   | Discretionary |
| 37.007E    | Federal Firearm   | Mandatory     |
| 37.007F    | Felony Criminal Mischief  | Discretionary |
| 37.309     | Registered Sex Offender   | Other         |
| PROBCO1    | Probation Placement   | Other         |
| PROBCO2    | Court Order   | Other         |
| 37.0081A   | Title 5 Felony Criminal Homicide (EC 37.0081)   | Discretionary |
| 37.0081B   | Title 5 Felony Murder (EC 37.0081)  | Discretionary |
| 37.0081C   | Title 5 Felony Capital Murder (EC 37.0081)  | Discretionary |
| 37.0081D   | Title 5 Felony Manslaughter (EC 37.0081)  | Discretionary |
| 37.0081E   | Title 5 Felony Criminal Negligent Homicide (EC 37.0081)   | Discretionary |
| 37.0081F   | Title 5 Felony Unlawful Restraint (EC 37.0081)  | Discretionary |
| 37.0081G   | Title 5 Felony Kidnapping (EC 37.0081)  | Discretionary |
| 37.0081H   | Title 5 Felony Aggravated Kidnapping (EC 37.0081)   | Discretionary |
| 37.0081I   | Title 5 Felony Unlawful Transport (EC 37.0081)  | Discretionary |
| 37.0081J   | Title 5 Felony Trafficking Of Persons (EC 37.0081)  | Discretionary |
| 37.0081K   | Title 5 Felony Indecency With A Child (EC 37.008)   | Discretionary |
| 37.0081L   | Title 5 Felony Improper Photography Or Visual Recording (EC 37.0081)  | Discretionary |
| 37.0081M   | Title 5 Felony Assault (EC 37.0081)   | Discretionary |
| 37.0081N   | Title 5 Felony Sexual Assault (EC 37.0081)  | Discretionary |
| 37.0081O   | Title 5 Felony Coercing, Soliciting, Or Inducing Gang Membership (EC 37.0081)   | Discretionary |
| 37.0081P   | Title 5 Felony Aggravated Assault (EC 37.0081)  | Discretionary |
| 37.0081Q   | Title 5 Felony Aggravated Sexual Assault (EC 37.0081)   | Discretionary |
| 37.0081R   | Title 5 Felony Injury To A Child, Elderly Individual, Or Disabled Individual(EC 37.0081)  | Discretionary |
| 37.0081S   | Title 5 Felony Abandoning Or Endangering Child (EC 37.0081)   | Discretionary |
| 37.0081T   | Title 5 Felony Deadly Conduct (EC 37.0081)  | Discretionary |
| 37.0081U   | Title 5 Felony Terrorist Threat (EC 37.0081)  | Discretionary |
| 37.0081V   | Title 5 Felony Aiding Suicide (EC 37.0081)  | Discretionary |
| 37.0081W   | Title 5 Felony Tampering With Consumer Product (EC 37.0081)   | Discretionary |
| 37.0081X   | Title 5 Felony Harassment By Persons In Certain Correctional Facilities; Harassment Of Public Servant (EC 37.0081)  | Discretionary |
| 37.0081Y   | Title 5 Felony Aggravated Robbery (EC 37.0081)  | Discretionary |
| DOI        | Offense Identified in District of Innovation (DOI) Plans Provided by Sending ISD*   | Discretionary |
| PC46.03    | Places Weapons Prohibited: Location-Restricted Knife (PC 46.03) (Students at least 18 years of age, or for students of any age, if the offense occurs at a restricted location.)* | Discretionary |
| 37.0052    | Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior*   | Discretionary |



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |  |
|---------------------|--|
| Department:         | Disability and Learning Support Services   |
| Board Meeting Date: | August 16, 2021  |
| Agenda Title:       | Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and Bexar County Juvenile Board for the Bexar County Juvenile Alternative Education Program |
| Presenter:          | Gerard Cortez, Assistant Superintendent of Disability and Learning Support Services  |
| Cost:               | \$50,000   |
| Board Goal:         | Increase the percent of all students on grade level.   |

### IMPACT & COST

| Number of Students                           | Number of Teachers | Number of Campuses | Cost Per Student             | Cost Per Teacher | Cost Per Campus |
|--|--------------------|--------------------|------------------------------|------------------|-----------------|
| 5 students during the 2020-2021 school year. | 0                  | 1                  | \$135.85 per student per day | 0                | 0               |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |   |
|--|---|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Is this a renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>This is a renewal MOU for the Juvenile Justice Alternative Education (JJAEP) Program. When students are expelled from SAISD they are enrolled at JJAEP. The school is operated by Southwest Keys in conjunction with Bexar County and services all expulsions from Bexar County districts. SAISD has no staff working directly at the campus. SAISD only pays for students who are discretionary expulsions at the rate of \$135.85 per day. There were zero discretionary expulsions during the 2020-2021 school year.</p> <p>In previous years, there have been as many as 32 students from SAISD assigned to JJAEP. However, in recent years the number of placements has drastically decreased. For example, there were only a handful of students placed in the</p> |
|--|---|

alternative setting (5 students: 4 general education and 1 special education) during the 2020-2021 school year. The reduced number of placements can be attributed to the implementation of effective PBIS strategies and Restorative Practice strategies across campus within SAISD. It is important to note that for the past two school years, all JJAEP placements for students enrolled in SAISD were considered mandatory placements due to level 4 offenses (mandatory expulsion) that violated the Student Code of Conduct.

Metrics and Outcomes:

- Overall reduction of Level 3 Discretionary Placements. Level 3 offenses are considered discretionary expulsions per the Student Code of Conduct.
- Increased Student Attendance - Student completion of mandatory or discretionary placement within the specified timeframe. Placement is determined by a District Hearing Officer.
- Academic Progress – Satisfactory performance and completion of instructional activities toward credit attainment. Students' grades are transferred back to the home campuses upon completion of the assigned placement.

## SAISD BOARD AGENDA SUMMARY FORM

---

**AGENDA TITLE:** Approval of the Memorandum of Agreement Between SAISD and Texas State University

**PURPOSE:**         PRESENTATION/DISCUSSION  
                          DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzman, Deputy Superintendent

**PRESENTER:**     Dr. Kristen Williams, Executive Director, Disability and Learning Support Services

**MEETING DATE:** August 16, 2021

---

### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Memorandum of Agreement between SAISD and Texas State University which will place current graduate practicum students from the Texas State University School Psychology Program with SAISD Licensed Specialist in School Psychology (LSSP) employees in order to receive job related experience. Students will perform services under the supervision of a SAISD LSSP.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board of Trustees approve the Agreement between SAISD and Texas State University.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**TEXAS STATE UNIVERSITY  
SCHOOL PSYCHOLOGY PROGRAM**

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**MEMORANDUM OF AGREEMENT FOR SCHOOL BASED PRACTICA**

*This Agreement is entered into between Texas State University - School Psychology and San Antonio I.S.D.(SAISD), for the supervision of specialist in school psychology practicum students. The following is understood and agreed to by the undersigned.*

1. Responsibilities of field-based supervisors:
  - a. Field-based supervisors will hold certifications/degrees appropriate to the setting and practicum requirements.
  - b. Field-based supervisors are responsible for all duties performed by the student while under supervision.
  - c. Field-based supervisors will review test protocols, counseling records or notes, reports, etc. and directly observe the student's professional skills.
  - d. All psychological reports/evaluations and legal documents must be co-signed by field-based supervisors.
  - e. Field-based supervisors are responsible for completing the Practicum Evaluation Form and the Practicum Skills/ Competency Checklist.
  - f. Field-based supervisors are responsible for no less than one hour per week of regularly scheduled contact with the student concerning task supervision.
  - g. Field-based supervisors are available by appointment as requested by the practicum student.
  - h. Field-based supervisors are available for contact on emergency basis as needed.
2. Practicum activities appropriate for professional practice in school psychology are found in the Practicum Handbook and may include:
  - a. Work with psychological services staff members on comprehensive assessments, case consultations, etc., as the occasion arises.
  - b. Staff meeting attendance, to include:
    - (1) In-service meetings of psychological and student appraisal staffs.

- (2) Miscellaneous staff meetings when possible.
  - c. Workshop or in-service, planning and implementation assistance for teachers, counselors, and other personnel.
  - d. Assistance in planning appropriate interventions for referred children, and participation in these interventions, including counseling or development of behavior plans, if appropriate.
  - e. Participation in campus screening committees and ARDs.
  - f. Resource services to the school staff appropriate to the practicum student's level of training.
  - g. Other activities as appropriate.
3. The University program will designate a faculty member to act as the University supervisor. Regularly scheduled contact with the practicum student will be held with the supervisor on call for mediation of difficulties.
  4. The University will notify the practicum student that he or she is responsible for:
    - a. Adherence to the administrative policies, rules, standards, schedules and practices of the facility,
    - b. Provision for the necessary and appropriate supplies where required or when not provided by the facility,
    - c. Arrangements for his/her own transportation.
  5. It is understood and agreed by and between the parties that the facility has the right to terminate the field experience of the student whose health status is detrimental to the clients/students in that facility. Further, the facility reserves the right to terminate the use of the facility by any practicum student, if, in the opinion of the field-based supervisor, the student's behavior is detrimental to the operation of the facility and/or to student or client care. Such action will not be taken until the grievance against any student has been discussed with the student, the school's officials, and the university supervisor. The university supervisor maintains the right to terminate the practicum in consultation with all parties when deemed necessary.
  6. It is understood and agreed that the parties to this arrangement may revise or modify this agreement or the written plan for the field experience by written amendment upon mutual agreement to such amendments.

***THIS AGREEMENT SHALL BE EFFECTIVE WHEN EXECUTED BY BOTH PARTIES AND IN ACCORD WITH THE DAY AND YEAR WRITTEN ABOVE.***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Susan Hall, Ph.D.  
School Psychology Program Supervisor  
Texas State University

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Kristen Williams  
Executive Director  
Disability and Learning Support Services  
San Antonio Independent School District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Pedro Martinez  
Superintendent  
San Antonio Independent School District



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |  |
|---------------------|--|
| Department:         | Disability and Learning Support Services   |
| Board Meeting Date: | August 16, 2021  |
| Agenda Title:       | Approval of the Memorandum of Agreement Between SAISD and Texas State University   |
| Presenter:          | Dr. Kristen Williams, Executive Director, Disability and Learning Support Services   |
| Cost:               | \$0  |
| Board Goal:         | #4 - Increase the percent of all students on grade level<br><i>(all grades/all subjects at the Meets grade level standard)</i> |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|--------------------|------------------|------------------|-----------------|
| 10-15              | 0                  | 2                  | 0                | 0                | 0               |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |   |
|--|---|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>This partnership with Texas State University is part of a four-year plan to improve the quality of LSSP applicants that apply with SAISD. Currently the psychological services department is fully staffed due to the ongoing efforts to improve relationships with universities in and around Texas. By continuing to expand SAISD's relationships with Texas Universities, future LSSP's can train in the district with the hope of eventual employment. Graduate students from the university will assist at two campuses and work with 10-15 students.</p> |
|--|---|

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Agreement Between SAISD and Our Lady of The Lake University (OLLU)

**PURPOSE:**         PRESENTATION/DISCUSSION  
                       DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**     Dr. Kristen Williams, Executive Director, Disability and Learning Support Services

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Memorandum of Agreement between SAISD and Our Lady of the Lake University (OLLU) which will place current graduate practicum students from the OLLU Department of Psychology with SAISD Licensed Specialist in School Psychology (LSSP) employees in order to receive job related experience. Students will perform services under the supervision of a SAISD LSSP.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board of Trustees approve the Agreement between SAISD and OLLU.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE OUR LADY OF THE LAKE UNIVERSITY  
AND  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

This Agreement is entered into between Our Lady of the Lake University (OLLU) and San Antonio Independent School District, collectively referred to herein as the “Parties.”

**RECITALS**

WHEREAS, the mission of OLLU – DEPARTMENT OF PSYCHOLOGY includes teaching, research, client care and service;

WHEREAS, the mission of San Antonio ISD is to transform SAISD into a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

WHEREAS, the respective missions of OLLU – DEPARTMENT OF PSYCHOLOGY and San Antonio ISD can be furthered by entering into this Agreement.

**I.  
SERVICES TO BE PERFORMED**

Graduate practicum students from OLLU – DEPARTMENT OF PSYCHOLOGY will provide the following services for San Antonio ISD: to include assessment, counseling, consultation, exposure to Annual Review and Dismissal meetings and exposure and participation (when appropriate) in any other required activities of a licensed specialist in school psychology within the district (Learning Outcomes will be provided). Services will be performed at San Antonio ISD on a schedule mutually agreed upon by the participants. It is understood and agreed that students from the DEPARTMENT OF PSYCHOLOGY will perform the services under the supervision of a licensed specialist in school psychology or a licensed psychologist employed by San Antonio ISD.

**II.  
TERM OF AGREEMENT**

This Agreement is for the period **July 1<sup>st</sup>, 2021**, through **June 30<sup>th</sup>, 2022**. Either party may terminate this Agreement with thirty (30) days written notice.

**III.  
INDEMNITY AGREEMENT**

**THE PARTIES AGREE THAT SAN ANTONIO INDEPENDENT SCHOOL DISTRICT DOES HEREBY EXPRESSLY STIPULATE AND AGREE, IN CONSIDERATION OF SERVICES RENDERED UNDER THIS AGREEMENT, TO INDEMNIFY AND HOLD**

**OLLU HARMLESS AGAINST LOSS FROM ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION THAT MAY HEREAFTER AT ANY TIME BE BROUGHT AGAINST OLLU ARISING IN ANY WAY OUT OF THE PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT. SAN ANTONIO ISD EXPRESSLY AGREES THAT THIS INDEMNITY AND HOLD HARMLESS PROVISION SHALL REMAIN IN FORCE AND IN EFFECT AND SHALL IN NO WAY BE AFFECTED OR IMPAIRED OR INVALIDATED WHETHER OR NOT ANY NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, OR ANY OTHER STATUTORY COMMON LAW OR CONTRACTUAL LIABILITY OR FAULT IS ATTRIBUTABLE IN WHOLE OR IN PART TO SAN ANTONIO ISD. IT IS SAN ANTONIO ISD'S INTENT TO INDEMNIFY OLLU FROM OLLU DEPARTMENT OF PSYCHOLOGY OWN NEGLIGENCE, GROSS NEGLIGENCE, OR NEGLIGENCE PER SE, AND OTHER STATUTORY, COMMON LAW AND CONTRACTUAL LIABILITY OR FAULT REGARDING THE PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT.**

**IV.  
DISPUTE RESOLUTION**

The Parties shall seek to resolve informally any dispute that arises between them under this Agreement. The Parties shall provide each other with written notice of any dispute arising out of this Agreement. The Parties shall submit their dispute to mediation before a mutually agreeable mediator as a pre-condition to filing a lawsuit in any court or county, whether in Justice of the Peace, County Court, or District Court. This provision, however, shall be inapplicable if the running of the statute of limitations prevents the Parties from engaging in mediation before the necessity of filing suit.

**V.  
NOTICES**

Any notice required under this Agreement shall be in writing and shall be effective when delivered to the party for whom it is intended. Notices to OLLU shall be delivered to the following person:

Dr. Lourdes Alvarez  
Provost & Vice President for Academic Affairs  
Our Lady of the Lake University  
411 S. 24<sup>th</sup> Street  
San Antonio, Texas 78207

Notices to San Antonio ISD shall be delivered to the following person:

NAME: Aaron Aguilar, Ph.D.  
TITLE: Director of Psychological Services  
ADDRESS: 514 W Quincy St  
PHONE and/or EMAIL: 210-354-9565 aaguilar13@saisd.net

**VI.  
PRIVACY NOTICE**

Clients of the OLLU – DEPARTMENT OF PSYCHOLOGY are protected by and subject to the Privacy Regulations created as a result of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). OLLU – DEPARTMENT OF PSYCHOLOGY’S practice is dedicated to maintaining the privacy of clients’ health information. OLLU is required by law to maintain the confidentiality of clients’ health information. This Agreement does not modify or alter any protections, privacy, or rights afforded to individuals under HIPAA.

**VI.**  
**MISCELLANEOUS PROVISIONS**

**8.1** The relationship of the Parties to this Agreement shall not be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

**8.2** This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein and supersedes all other agreements on the same subject, whether oral or written. Any changes or amendments to this Agreement may be made only in writing and signed by both Parties.

**8.3** The validity, construction, scope and performance of this Agreement issued hereunder shall be governed in accordance with the laws of the State of Texas. This Agreement is performable in Bexar County, Texas. Any claim relating to or arising out of this Agreement shall be brought in Bexar County, Texas.

**8.4** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.

**8.5** The headings in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.

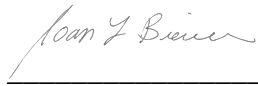
**8.6** If any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions shall continue to be effective.

**8.7** Failure of OLLU – DEPARTMENT OF PSYCHOLOGY to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions of this Agreement.

**8.8** This Agreement shall not be assigned without the prior written consent of the other Party.

**8.9** The Parties represent and acknowledge that they have had the opportunity to review this Agreement with counsel of their choosing and are entering this Agreement freely and voluntarily.

Executed on this the \_\_\_\_\_ day of July 2021.



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Joan Bieber, PhD  
Associate Provost for Academic Affairs  
Our Lady of the Lake University

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Pedro Martinez  
SAISD Superintendent  
San Antonio Independent School District






# 2021-2022 SAISD MOU-OLLU

Final Audit Report

2021-06-10

|                 |  |
|-----------------|--|
| Created:        | 2021-06-10                                   |
| By:             | Kristin O'Donnell (klodonnell@ollusa.edu)    |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAAptVM8jHrqUzgSebLiRdYOf83csI91_j |

## "2021-2022 SAISD MOU-OLLU" History

-  Document created by Kristin O'Donnell (klodonnell@ollusa.edu)  
2021-06-10 - 8:06:30 PM GMT- IP address: 107.207.2.145
-  Document emailed to Joan Bieber (jbieber@ollusa.edu) for signature  
2021-06-10 - 8:07:14 PM GMT
-  Email viewed by Joan Bieber (jbieber@ollusa.edu)  
2021-06-10 - 8:27:37 PM GMT- IP address: 70.125.154.142
-  Document e-signed by Joan Bieber (jbieber@ollusa.edu)  
Signature Date: 2021-06-10 - 8:27:49 PM GMT - Time Source: server- IP address: 70.125.154.142
-  Agreement completed.  
2021-06-10 - 8:27:49 PM GMT



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |   |
|---------------------|---|
| Department:         | Disability Services   |
| Board Meeting Date: | August 16, 2021   |
| Agenda Title:       | Approval of the Memorandum of Agreement between SAISD and Our Lady of The Lake University                           |
| Presenter:          | Dr. Kristen Williams, Executive Director, Disability and Learning Support Services                                  |
| Cost:               | None  |
| Board Goal:         | #4-Increase the percent of all students on grade level (all grades/all subjects at the Meets grade level standard). |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|--------------------|------------------|------------------|-----------------|
| 10-15              | 0                  | 2                  | 0                | 0                | 0               |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |  |
|--|--|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Is this a renewal?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>This partnership with Our Lady of The Lake University is part of a four-year plan to improve the quality of LSSP applicants that apply with SAISD. Currently the psychological services department is fully staffed due to the ongoing efforts to improve relationships with universities in and around Texas. By continuing to expand SAISD’s relationships with Texas Universities, future LSSP’s can train in the district with the hope of eventual employment.</p> |
|--|--|

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Sports (SAS)

**PURPOSE:**         PRESENTATION/DISCUSSION  
                          DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:** Kendra Doyle, Sr. Executive Director, Curriculum, Instruction, & Assessment

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and San Antonio Sports (SAS) for the purpose of promoting student sports development, physical activity, nutrition education, and character development. Programs include: i play! afterschool program, Go Kids Challenge during physical education classes, and Summer Fit Family Challenge.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board approves the proposed MOU with San Antonio Sports as presented.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

SAISD will cover \$1,344, facility and operational costs, which will be reimbursed by San Antonio Sports.

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this 20th day of May 2021 by and between San Antonio Sports ("SAS"), a Texas non-profit corporation, and San Antonio Independent School District ("SAISD"), a political subdivision of the State of Texas, (collectively the "Parties") for the purpose achieving various aims and objectives relating to programs that promote sports development, physical activity, nutrition education and character development (the "Projects").

WHEREAS, SAS and SAISD desire to enter into an arrangement in which SAS and SAISD will work together to complete the Projects;

WHEREAS, SAS AND SAISD desire to enter into a MOU between them, setting out the working arrangements that each of the Parties agrees are necessary to complete the Projects; and

WHEREAS, SAS is acting by and through its duly authorized President and CEO and SAISD is acting by and through its Board of Trustees.

### **Purpose**

The purpose of this Memorandum is to provide the framework regarding the relationship between the Parties in implementing youth development programs between SAS and SAISD.

### **Term**

This Agreement will commence on August 1, 2021, and continue through July 29, 2022, unless otherwise terminated by one or both of the Parties in accordance with the terms of this Agreement. Either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. In the event of termination of this Agreement, the Parties agree to cooperate with each other in providing a smooth transition and closing of the Projects.

### **Insurance**

SAS shall bear all risk of loss and damage to the District facilities arising out of SAS's use of the facilities. To insure against such loss, damage, death and injury, SAS shall carry and maintain the following insurance during the term of the Agreement: general liability with limits of not less than \$1,000,000.00 per occurrence, automobile liability, if necessary, with limits of not less than \$500,000.00 per occurrence and to the extent required by law, worker's compensation insurance in compliance with the statutory limits.

### **Governmental Immunity**

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party nor to create any legal rights or claim on behalf of any third party. District does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.

### **Indemnification**

To the fullest extent permitted by law, SAS shall indemnify, defend and hold harmless the District, the District's agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of, or resulting from the performance of the Projects, provided that any such claim, damage, loss or expense (1) is attributable to bodily or personal injury, death

or to injury to or destruction of tangible property and (2) is caused in whole or in part by any willful or negligent act or omission of SAS, any agent or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

**Implied Waiver**

The failure of either party hereto to insist, in any one or more instances, upon performance of any the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

**Approvals or Consents**

Whenever this Agreement requires or permits approvals or consents to be hereafter given by any party hereto, the parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent shall be given in writing and shall be effective without regard to whether given before the time required herein.

**Addresses and Notices**

Unless otherwise provided in this Agreement, any notice, communication, request, replay or advice (herein severally and collectively for convenience called "notice") herein provided or permitted to be given, made, or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States Mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram or facsimile, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner herein above described shall conclusively be deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the Parties shall, until change as hereinafter provided, be as shown below. The parties shall have their right to specify as its address any other address in the State of Texas by at least fifteen (15) days written notice to the other party.

|   |   |
|---|---|
| If to District:<br>San Antonio Independent School District<br>Attention: Superintendent<br>514 Quincy St.<br>San Antonio, Texas 78212 | If to SAS to:<br>San Antonio Sports<br>Attention: President and CEO<br>100 Montana Street<br>San Antonio, Texas 78203 |
|---|---|

**Severability**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to the other persons or circumstances shall not be affected thereby.

## **No Third-Party Beneficiary**

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

## **Merger**

This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties as to the subject matter hereof other than those expressly stated or provided for herein.

## **Governing Law**

This Agreement shall be governed by the laws of the State of Texas and the venue for any dispute hereunder is agreed to be Bexar County, Texas.

## **Cooperation**

Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

## **Amendments and Modifications**

This Agreement may not be amended or modified except in writing executed by SAS and the District and authorized by both governing bodies.

## **Description of Projects**

### ***i play! afterschool***

Motivated by community and school district administration concerns that children of low socioeconomic status do not get the same opportunities to succeed in sports as children in higher socio-economic status, San Antonio Sports, in partnership with the school district and contracted after school program providers, deliver a free sports program that takes place in a safe and healthy environment for 3<sup>rd</sup>-5<sup>th</sup> grade students already participating in the afterschool program.

*i play! afterschool* program provides early-stage opportunities for students enrolled in SAISD after school to participate in skilled-based sports instruction through 5, five-week organized sports development units in track, tennis, soccer, volleyball, and basketball.

The initiative incorporates character education and nutrition education while providing both students and parents with a clear pathway for continuing development in sports that they enjoy.

The responsibilities of each partner for this program are detailed in Exhibit A which is attached and included in the MOU.

**GO! KIDS CHALLENGE OVERVIEW**

Since 2003, this school-based fitness program encourages students in grades K-5 to get active for 60 minutes, 7 days a week for six weeks. The Go! Kids Challenge is San Antonio Sports' response to the alarming increase in childhood obesity rates. Recognizing that inactivity is a major contributor to the poor health of many of our community's students.

The goal of the program is to educate children about the importance of routine exercise and proper nutrition. Participants keep track of their activity in journals, given to them by their PE teacher.

Responsibilities of each partner for this program are detailed in Exhibit B which is attached and included in the MOU.

**FIT FAMILY CHALLENGE**

Fit Family Challenge is a 12 week summer program with a goal to get families get active, to eat better and learn about health and fitness. Fit Family Challenge is a program of San Antonio Sports, with funding from local foundations and support from sponsors, area school districts and volunteers. Every year, hundreds of families come together to play, exercise and develop healthy habits; and every year, families change their lives through their participation in the Fit Family Challenge.

Responsibilities of each partner for this program are detailed in Exhibit C which is attached and included in the MOU.

**Obligation of the Parties**

The Parties agree to work together in the true spirit of cooperation to ensure there is a united visible leadership of the Projects and to demonstrate financial, administrative and managerial commitment to the Projects by means of the respective services as detailed in the attached exhibits. The Parties jointly support the goals, objectives and execution of the Projects:

Executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
San Antonio Sports



By: Russ Bookbinder  
CEO and President

Executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
San Antonio Independent School District

\_\_\_\_\_  
By (Print) : \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT A

### PROGRAM DESCRIPTION

- Provides a free sports program that takes place in a safe and healthy environment for 25 students already in the Extended Day Program facilitated by SAISD providers (Boys and Girls Club, Greater San Antonio After School All-Stars, and YMCA) on 36 SAISD campuses.
- Utilizes Extended Day program staff, hired by provider organizations (Boys and Girls Club, Greater San Antonio After School All-Stars, and YMCA), to serve as *i play!* afterschool coaches.
- Provides an early-stage opportunity for students to participate in skilled-based sports instruction through 5, organized sports development units.
- The program incorporates character education and nutrition education.
- Provides both students and parents with a clear pathway for continuing development in sports that they enjoy.
- Operates August through April.
- Targets 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup>-grade students.

### SAN ANTONIO SPORTS COMMITMENT

- Will work closely with SAISD contracted Extended Day Program providers; Boys and Girls Club, Greater San Antonio After School All-Stars, and YMCA to implement *i play! afterschool* within the SAISD Extended Day program.
- Will follow guidelines set forth in the SAISD School Opening and Instructional Continuity Plan
- Will provide coaches training for 5 sports.
- Will provide sports equipment for each sport unit. Equipment will be provided so that each child has their own and sharing is not required.
- Will provide an extra stipend (\$825) for each *i play! afterschool* coach identified and hired by the Extended Day Program provider at each campus.
- Will supply a user-friendly sports curriculum, nutrition curriculum, character education curriculum, and Developmental Relationships curriculum to coaches for implementation.
- Will communicate with district PE Coordinators, district staff, afterschool providers, *i play! afterschool* coach, Extended Day Program Coordinators, and parents while posting schedules and all important information on the SAS website.
- Will provide parents with information about other sports opportunities in the community.
- Will provide clothing incentives for all registered participants.
- Will provide all information that goes out to students and parents in both English and Spanish with a district logo.
- Will collect all data needed as grant deliverable.

## SCHOOL DISTRICT COMMITMENT

- Will assist the Extended Day program providers (Boys and Girls Club, Greater San Antonio After School All-Stars, and YMCA) with the hiring of a qualified and designated *i play! afterschool* coach.
- Will allow the use of facilities at each of the SAS *i play! afterschool* sites consistent with District policies and administrative procedures.
- Will provide a copy of the curriculum already being used in the District in physical education, nutrition, and character education.
- Will support the program by keeping communication open between staff administration, parents, and providers.
- Will assure that San Antonio Sports has access to data needed, such as Average Daily Attendance, Grade Point Averages (GPA), to ensure accurate reporting.
- Will conduct and oversee all data collection, including average daily attendance and grade point average (GPA) of the entire school comparing students in the program with the total school population.
- Will enter each student's application information into a database to track future participation in middle and high school sports.



**JOB TITLE:** *i play! afterschool* coach

***I PLAY! COACH RESPONSIBILITIES:***

- Responsible for recruiting 25 participants from the Extended Day Program and maintaining 25 participants throughout the year
- Required to commit one hour for instruction and practice
- Must attend coach orientation and all sports training (6 total sessions) and if cannot attend send a representative
- Take roll daily and communicate with parents regarding child's absences from practice. 3 unexcused absences may warrant moving up the next child from the waiting list
- Responsible for incorporating nutrition and core values into everyday practices
- Must be a person of good character and have successfully passed a mandatory background check through an after school provider.
- Must have sports training (i.e. PE instructor, assistant PE instructor, former college athlete, etc.) and be able to work outdoors
- Responsible for distributing clothing and materials provided by San Antonio Sports only to children enrolled in the program at the time of distribution
- Responsible for securing and returning equipment as necessary
- Responsible for maintaining effective communication with parents
- Responsible for completing a sports assessment (pre/post-test) for each sports unit, a nutrition and physical activity assessment (pre/post-test), and a program assessment survey at the end of the school year
- Assist San Antonio Sports and PE coordinator with data collection by providing up to date team rosters
- Collect other data as needed in collaboration with the Sr. Physical Education Coordinator and other relevant district representatives

***STIPEND:***

- *I play! afterschool* coach will coach 5, five-week organized sports development units and will be compensated for \$75 for orientation and \$150 per sport unit, totaling \$825 over and above the after-school program salary. Payment increments will be disbursed at the conclusion of each sport unit.



## **EXHIBIT B**

### **SAN ANTONIO SPORTS COMMITMENT**

- Will produce and distribute logs to Physical Education Coordinators in a timely manner.
- Will provide an online option for students to participate virtually.
- Will present to District PE staff at a district in-service prior to the start of the program.
- Will communicate with District Physical Education Coordinators and PE teachers.

### **SAN ANTONIO ISD COMMITMENT**

- Will provide San Antonio Sports with elementary student enrollment numbers.
- Will distribute logbooks or digital information to all elementary schools in a timely manner.
- Will forward all communications from SAS to PE teachers.
- Will permit and encourage PE teachers to show brief Go!Kids Challenge video and read Go!Kids Challenge PSA announcements to the student body.
- Will provide SAS with numbers of students that completed the program.
- Will post-program events on the district website.



## EXHIBIT C

### I. OBLIGATIONS OF SAISD

- A. Provide access to a designated SAISD school facility for a total of 12 Fit Family Challenge (FFC) public events – one per week beginning May 9 through August 5, 2022, excluding the week of July 4 – July 8, 2022, for two (2) hours per event.
  - 1. The facility must have access to restrooms, be air-conditioned, and must include two separate areas to accommodate adult fitness class and youth Kid Fit class;
  - 2. One hour prior to the designated class time doors must be unlocked, rooms are set up and available for both adult and youth classes, and AC is on in both areas
  - 3. Restrooms must be available and unlocked
  - 4. One table, 2-3 chairs, and trash cans available for the check-in area
  - 5. Day of class point of contact in case any issues arise; someone who is available at the school
  - 6. Provide access to a third designated area at two classes with tables and chairs for health screenings
  
- B. Provide SAS with the dates, times, and designated location(s) for the FFC events by April 1, 2022;
  
- C. Distribute the FFC program information card, provided by SAS, to each elementary school within the district and use best efforts to send information digitally or by other means determined by SAISD to middle & high schools within the district. The district agrees to notify San Antonio Sports by email the day following distribution of all materials;
  
- D. Based on availability, provide marketing support through SAISD communications including Robocalls, school marquees, website, and social media;
  
- E. If necessary, provide SAS with COVID-19 safety measures required by the school district/facility

### II. OBLIGATIONS OF SAS

- A. Provide ongoing support to SAISD to ensure the successful implementation of FFC and encourage attendees to participate in similar programs provided during the school year;
- B. Provide financial assistance for school district facility administrative costs (i.e., utilities, security, and/or janitorial fees) in the amount of \$1,344.00 to be paid in May 2022 prior to program start (pending receipt of signed Memorandum of Understanding);
- C. Provide snacks and beverages for weekly FFC fitness events;
- D. Provide an incentive program that rewards participants for frequency of attendance at events, participating in health screenings (heart rate, blood pressure, glucose testing) and post-program measurements and health screenings;
- E. Provide trainers/instructors for adults and kids participating in weekly events;
- F. Provide participants with FFC training logs, program information, and access to the educational website;
- G. Secure a release form from participants for the use of their stories, measurable outcomes, and any other related matters that may be used for media coverage or testimonials for the FFC program;
- H. If necessary, implement COVID-19 safety measures required by the school district/facility

Fit Family Challenge program operates from May 10, 2022 – August 2, 2022.

If modifications are necessary to complete this agreement, they will be added to this MOU by mutual consent of all parties involved.

**Estimated Long Term Rental for San Antonio Sports at Twain DL**

**San Antonio Sports - Fit Family Challenge**  
**May 10 to August 2, 2022 - Tuesdays only from 6:00 to 7:00 pm**  
**Total 1 Hour (includes setup, service and take down time)**  
**COVID Protocol Disinfection Cleaning done by SAISD staff**

The following estimate is for one day. Must multiple by number of days.

| Operational Services:                       | Each | QTY | HRS | Total          |
|---|------|-----|-----|----------------|
| Custodial Staff                             | \$30 | 1   | 2   | \$60.00        |
| <b>COVID Protocol Disinfection Cleaning</b> |      |     |     |                |
| Custodial Staff                             | \$30 | 0   | 0   | \$0.00         |
| Supplies                                    | \$50 | 0   | 0   | \$0.00         |
| HVAC (For scheduling only)                  | \$0  | 1   | 2   | \$0.00         |
| <b>Total Operational Costs:</b>             |      |     |     | <b>\$60.00</b> |

| Facilities Lease Fees:               | Each | QTY | HRS | Total          |
|--------------------------------------|------|-----|-----|----------------|
| <b>Gym (utilities are included)</b>  |      |     |     |                |
| 6:00 PM-7:00 PM Fit Family Challenge | \$26 | 1   | 2   | \$52.00        |
| <b>Total Facilities Fees:</b>        |      |     |     | <b>\$52.00</b> |

**Daily Total Operational Cost and Facilities Fees: \$112.00**

**Total # of Days for the Total Program: 12**

**Total Annual Program Cost \$ 1,344.00**

|  |
|--|
|  |
|--|

|                                 | Contract Months | Tuesdays Only # of Days |
|---------------------------------|-----------------|-------------------------|
| <b>Monthly Program Schedule</b> | May 10          | 4                       |
|                                 | June            | 4                       |
|                                 | July            | 3                       |
|                                 | August 2        | 1                       |
|                                 | Total           | 12                      |

**Board Policy: GKD (Local) Paragraphs 1-3:  
COMMUNITY RELATIONS NONSCHOOL USE OF SCHOOL FACILITIES**

School facilities are designed primarily for school purposes and school-related activities, but they may also be used for meetings of students, employees, school-affiliated organizations (i.e., PTA and Booster Clubs), community groups, other organizations, and commercial groups.

The following shall apply:

1. Fees for the use of all school facilities will be charged in accordance with a fee schedule recommended by the Superintendent and approved by the Board. The Board hereby grants authority to the Superintendent and the Superintendent's designee to administer the schedule of fees and develop and implement procedures for the application and granting of use of District and school facilities by requestors. Upon the Superintendent's recommendation, the Board will adopt the fee schedule.

**DEFINITIONS:**

"Fees" – Expenditures related to, but not limited to, operating, administration, facilities maintenance and replacement costs, which determine Direct Costs to the District. The Direct District Costs shall be reviewed annually, and any updates to fees are reviewed and approved by the Superintendent or designee.



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |   |
|---------------------|---|
| Department:         | Health & Physical Education   |
| Board Meeting Date: | August 16, 2021   |
| Agenda Title:       | Approval of the Memorandum of Understanding (MOU) between SAISD and San Antonio Sports  |
| Presenter:          | Kendra Doyle, Sr. Exec. Dir., Curriculum, Instruction, & Assessment   |
| Cost:               | \$1,344.00 (SAISD will cover \$1,344, facility and operational costs, which will be reimbursed by San Antonio Sports.)  |
| Board Goal:         | Increase the District overall grade under State Accountability and the percent of campuses rate Accomplished or Higher on the SAISD School Performance Framework (SPF)<br>Increase % on-time, 4-year Graduation and decrease Dropout Rates<br>Increase the percent of graduates attending College |

### IMPACT & COST

| Number of Students                   | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------------------------|--------------------|--------------------|------------------|------------------|-----------------|
| Go Kids Challenge<br>18,000          | 100                | 60                 | \$0.             | \$0              | \$0             |
| i play!<br>925                       | 37                 | 37                 | \$0.             | \$0              | \$0             |
| Fit Family Challenge<br>40 (parents) | 1                  | 1                  | \$0.             | \$0              | \$1344.00       |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|   |   |
|---|---|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so,</p> | <p>Is this a renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The San Antonio Sports MOU is a renewal to continue community partnerships that improve the nutrition and physical activity of our students. The renewal reflects changes made in response to the pandemic by instructing in virtual and in person platforms through high quality instructional videos.</p> <p>San Antonio Sports is a community partner that includes i play! afterschool program, Go Kids Challenge during physical education classes, and Summer Fit Family</p> |
|---|---|

Challenge. These different programs provide our students and community with various opportunities to increase wellness. The *i play!* afterschool program provides its participants skill-based instruction in five sports while building confidence and self-esteem and teaching the importance of healthy habits, self-discipline, social skills, teamwork, and sportsmanship. The Go Kids Challenge! challenges our students to self-assess their personal wellness activity. Students log their consumption of fruit, vegetables, and activity times daily. Finally, the Summer Fit Family Challenges are free, weekly fitness events at eight locations throughout the city that include Zumba for adults and teens, and fitness classes for children four to 12 years of age.

Through participation in the out-of-school-time, San Antonio Sports has access to data compiled by the UP Partnership. UP Partnership is a collective impact partnership that leverages data and coordinates leaders to drive youth outcomes across San Antonio ISD. Its Education Success Scorecard provides a shared measurement system to assess and analyze the impact of San Antonio's out-of-school-time sector, including the *i play! afterschool* program.

- 83% of students report they want to participate next year
- 95% of parents describe their child's experience in *i play! afterschool* as "good or great."
- Satisfactory/Perfect Attendance (Missing fewer than 5% of the school day) males-79% and females 60%
- Increase of Fruits to 44%, Veggies to 40%, and Active 1 hour per day to 10%
- Increase skill development from Pre to Post assessment: Soccer 30%, Track 11%, Volleyball 23%, and Basketball 32%.

San Antonio Sports Fit Family Challenge encourages families to learn about health and fitness, eat right and stay active. Since the program's inception in 2010, San Antonio Sports has been providing families the opportunity to bond through the shared goal of getting fit over the summer.

- 84% graded the quality of activities an A on a scale of A-F.
- Lowered the number of participants in the high-risk category of systolic blood pressure by 29%
- Lowered the number of participants in the high-risk category of diastolic blood pressure by 39%
- Lowered the number of participants in the morbidly obese category of BMI by 20%

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and Ghisallo Cycling Initiative (GCI)

**PURPOSE:**         PRESENTATION/DISCUSSION  
                       DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**     Kendra Doyle, Sr. Executive Director, Curriculum, Instruction & Assessment

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Ghisallo Cycling Initiative (GCI) for the purpose of enabling youth to develop into self-sufficient and confident cyclists. The program components focus on hands-on learning, self-sufficiency, developing a healthy lifestyle by integrating bicycling into daily activities, and community service. Cycle Academy is a Ghisallo's youth programs brand. It consists of a range of direct services and educational components to develop youth into confident and experienced bicycle riders.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board approve the proposed MOU with Ghisallo Cycling Initiative (GCI) and SAISD as presented.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this 20th day of May, 2021 by and between Ghisallo Cycling Initiative ("GCI"), a 501(c)3 non-profit corporation (EIN 45-3031077), and San Antonio Independent School District ("SAISD"), a political subdivision of the State of Texas, (collectively the "Parties") for the purpose achieving various aims and objectives relating to programs that promote bicycle safety and skills education and teach foundational skills required to safely take advantage of active transportation opportunities (the "Projects").

WHEREAS, GCI and SAISD desire to enter into an arrangement in which GCI and SAISD will work together to complete the Projects;

WHEREAS, GCI AND SAISD desire to enter into a MOU between them, setting out the working arrangements that each of the Parties agree are necessary to complete the Projects; and

WHEREAS, GCI is acting by and through its duly authorized President and CEO and SAISD is acting by and through its Board of Trustees.

### **Purpose**

The purpose of this Memorandum is to provide the framework regarding the relationship between the Parties in implementing youth development programs between GCI and SAISD.

### **Term**

This Agreement will commence on August 1, 2021 and continue through July 29, 2022 unless otherwise terminated by one or both of the Parties in accordance with the terms of this Agreement. Either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. In the event of termination of this Agreement, the Parties agree to cooperate with each other in providing a smooth transition and closing of the Projects.

### **Insurance**

GCI shall bear all risk of loss and damage to the District facilities arising out of GCI's use of the facilities. To insure against such loss, damage, death and injury, GCI shall carry and maintain the following insurance during the term of the Agreement: general liability with limits of not less than \$1,000,000.00 per occurrence, automobile liability, if necessary, with limits of not less than \$500,000.00 per occurrence and to the extent required by law, worker's compensation insurance in compliance with the statutory limits.

### **Governmental Immunity**

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party nor to create any legal rights or claim on behalf of any third party. District does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.

### **Indemnification**

To the fullest extent permitted by law, GCI shall indemnify, defend and hold harmless the District, the District's agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of, or resulting from the performance of the Projects, provided that any such claim, damage, loss or expense (1) is attributable to bodily or personal injury, death

or to injury to or destruction of tangible property and (2) is caused in whole or in part by any willful or negligent act or omission of GCI, any agent or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

**Implied Waiver**

The failure of either party hereto to insist, in any one or more instances, upon performance of any the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

**Approvals or Consents**

Whenever this Agreement requires or permits approvals or consents to be hereafter given by any party hereto, the parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent shall be given in writing and shall be effective without regard to whether given before the time required herein.

**Addresses and Notices**

Unless otherwise provided in this Agreement, any notice, communication, request, replay or advice (herein severally and collectively for convenience called "notice") herein provided or permitted to be given, made, or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States Mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram or facsimile, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner herein above described shall conclusively be deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the Parties shall, until change as hereinafter provided, be as shown below. The parties shall have their right to specify as its address any other address in the State of Texas by at least fifteen (15) days written notice to the other party.

|  |   |
|--|---|
| <p>If to District:<br/> San Antonio Independent School District<br/> Attention: Superintendent<br/> 514 Quincy St.<br/> San Antonio, Texas 78212</p> | <p>If to GCI to:<br/> Ghisallo Cycling Initiative<br/> Attention: Christopher Stanton, Executive Director<br/> 1000 Brazos Street Ste. 100<br/> Austin, Texas 78701</p> |
|--|---|

**Severability**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to the other persons or circumstances shall not be affected thereby.

### **No Third Party Beneficiary**

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

### **Merger**

This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties as to the subject matter hereof other than those expressly stated or provided for herein.

### **Governing Law**

This Agreement shall be governed by the laws of the State of Texas and venue for any dispute hereunder is agreed to be Bexar County, Texas.

### **Cooperation**

Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

### **Amendments and Modifications**

This Agreement may not be amended or modified except in writing executed by GCI and the District and authorized by both governing bodies.

## **Description of Programs**

### **CYCLE ACADEMY**

Cycle Academy is a Ghisallo's youth programs brand. It consists of a range of direct services and educational components to develop youth into confident and experienced bicycle riders. Cycle Academy encompasses all youth programming associated with Ghisallo including but not limited to BikeStart, Bike Club, Earn-A-Bike, Bicycle Fix-A-Thon, Bicycle Skills Challenge, and Bicycle Adventure Course programs as well as the Cycle Academy educational system and associated modules and merit badges used within said programs.

Responsibilities of each partner for this program are detailed in Exhibit A which is attached and included in the MOU.

### **Cycle Academy Primary Components**

#### **BICYCLE SKILLS CHALLENGE**

Our Bicycle Skills Challenge is a youth skills clinic where participants learn basic riding and safety skills. The Bicycle Skills Challenge program teaches students helmet fitting, ABCD quick check, bike control, obstacle avoidance, starting, stopping, and hand and verbal signals. Instructors teach safety skills in a way that students understand the importance and use of each hand or verbal signal, and then are able to practice the skills they learned.

We run Bicycle Skills Challenges as part of physical education classes for 3rd through 5th grade students in elementary schools during the school year as well as during special weekend events or summer youth programs. The program is 45-minutes long and we provide the bicycle fleet, helmets, materials, and instructors so that everyone can participate.

#### **BIKESTART**

BikeStart is our learn to ride based clinic for kids of all ages and abilities. Students learn the basics of biking – steering, balancing and pedaling – on our dedicated fleet of balance and pedal bikes.

### **Obligation of the Parties**

commitment to the Projects by means of the respective services as detailed in the attached exhibits. The Parties jointly support the goals, objectives and execution of the Projects:

Executed this 14 day of July 2021

**Ghisallo Cycling Initiative**



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By: Christopher Stanton

Title: Executive Director

Executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

**San Antonio Independent School District**

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By (Print) : \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A

### GHISALLO CYCLING INITIATIVE COMMITMENT

- Will work closely with SAISD Health & Physical Education Coordinator to enable programming.
- Will follow SAISD operational guidelines.
- Will maintain and provide functional and safe program equipment.
- Will provide staffing to programs.
- Will communicate with site staff prior to programming regarding site specific details.
- Will provide bike safety public education and information material to students and families.
- Will provide all information that goes out to students and parents in both English and Spanish.
- Will collect all data needed as grant deliverable.
- Will provide copies of the program syllabus.

### SCHOOL DISTRICT COMMITMENT

- Will allow use of facilities at each site consistent with District policies and Administrative procedures.
- Will support the program by keeping communication open between staff administration and program personnel.
- Will assist GCI staff as needed.
- Will provide GCI with elementary student enrollment numbers as needed.
- Will allow distribution of bicycle safety public information and educational materials within school district channels.



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |   |
|---------------------|---|
| Department:         | Health & Physical Education   |
| Board Meeting Date: | August 16, 2021   |
| Agenda Title:       | Approval of the Memorandum of Understanding (MOU) Between SAISD and Ghisallo Cycling Initiative (GCI)   |
| Presenter:          | Kendra Doyle, Sr. Exec. Dir., Curriculum, Instruction, & Assessment   |
| Cost:               | \$0.00  |
| Board Goal:         | Increase the District overall grade under State Accountability and the percent of campuses rate Accomplished or Higher on the SAISD School Performance Framework (SPF)<br>Increase % on-time, 4-year Graduation and decrease Dropout Rates<br>Increase the percent of graduates attending College |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|--------------------|------------------|------------------|-----------------|
| 18,000             | 100                | 60                 | \$0              | \$0              | \$0             |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |  |
|--|--|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Cycling is one of the few activities that bridges exercise and transportation, and for someone under 16 years old, the only quick way to get somewhere independently other than a bus or other public transportation. Bicycles enable students to explore their communities, visit their friends, parks, pools, or the soccer field without needing an adult to help them.</p> <p>Cycle Academy is a structured educational program geared toward youth cyclists concentrating on bicycle riding, safety, and maintenance skills. It focuses on hands-on learning, self-sufficiency, developing a healthy lifestyle by integrating bicycling into daily activities, and community service. The goal of the program is to develop well-rounded lifestyle and recreational cyclists.</p> <p>Youth advance through the program by earning merit badges. Each badge</p> |
|--|--|

corresponds to a single skill learned or task completed that relates to cycling. A unique aspect of the program is a dependency map or skills tree – a common feature in modern strategy games – linking badges together. Once students complete lower-level badge, they progress to higher-level badges and more sophisticated skills. The system is flexible enough to handle cyclists progressing at different rates and/or having specific interests. As long as students have completed the dependent badges, they can focus on getting any badge at their current working level and the following level to allow them the choice to focus on the skills which interest them the most.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and Culinary Health Education for Families (CHEF)

**PURPOSE:**         PRESENTATION/DISCUSSION  
                          DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**     Kendra Doyle, Sr. Executive Director, Curriculum, Instruction & Assessment

**MEETING DATE:** August 16, 2021

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Culinary Health Education for Families (CHEF) for the purpose of promoting the teaching of basic nutrition and practical cooking skills throughout San Antonio ISD in Kindergarten through 5th Grade health classrooms.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board approve the proposed MOU with CHEF as presented.

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A (No Cost)

**IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**MEMORANDUM OF UNDERSTANDING BETWEEN SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT AND  
CULINARY HEALTH EDUCATION FOR FAMILIES**

This Memorandum of Understanding ("MOU") is entered into by and between the San Antonio Independent School District (hereinafter referred to as "SAISD"), a Texas political subdivision, and Culinary Health Education for Families (hereinafter referred to as "CHEF"), a Texas non-profit corporation, (hereinafter collectively referred to as the "**Parties**").

**WHEREAS**, SAISD, promotes health and wellness among its students, faculty and staff through school curricula, programming and community activities; and

**WHEREAS**, CHEF teaches children and families basic nutrition and practical cooking skills, with the long-term goal of motivating children and families to adopt and sustain healthier eating habits; and

**WHEREAS**, SAISD and CHEF intend to collaborate to bring the CHEF program to SAISD students; and

**WHEREAS**, the purpose of this MOU is to articulate the roles CHEF and SAISD will perform in connection with offering the CHEF program to targeted SAISD schools; and

**WHEREAS**, the Parties wish to promote the public purpose of furthering public health;

**NOW THEREFORE**, in consideration of the mutual promises made in this MOU, the Parties agree to the following terms and conditions.

**CHEF Responsibilities:**

A. Work with SAISD leadership to implement CHEF in targeted SAISD schools during the 2021-2022 school year, in accordance with the attached **Addendum A** and with the intention of eventually implementing CHEF in every SAISD school; and

B. Train designated SAISD faculty, staff and parent volunteers in targeted SAISD schools. Training will involve on-line and hands-on training sessions, which will be offered remotely or in-person, per the preference of SAISD. Training will address all aspects of how to teach the designated CHEF curricula, which may include *CHEF Bites School Edition*, *CHEF Sports Nutrition* or other appropriate CHEF curricula to elementary, Academy and middle school students in a non-teaching kitchen environment; and

C. Work with SAISD CHEF School Champions to develop a unique plan for offering CHEF in their respective schools. School Plans will consider the target population, school culture, parent engagement, other school resources, as well as the need to offer CHEF on-line or in digital format; and

D. Facilitate flexible, synchronous and asynchronous access to CHEF programming, as necessary, for SAISD schools to include: digital curricula and materials, traditional classroom curricula, summer enrichment programming and after school programming; and

E. Engage an outside research partner to evaluate the effectiveness of the CHEF program in SAISD through the use of pre and post surveys, classroom observation and teacher and administrative feedback. Analyses and publications resulting from this research will be de-identified and will not be directly linked to a specific student or school. SAISD will not be mentioned in any published article or data analysis without prior consent from the District; and

- F. Provide supplemental support to the SAISD CHEF schools in the form of San Antonio Food Bank Nutrition Educators and/or CHEF volunteers, who will assist in training, supervising, and co-teaching CHEF in the SAISD Schools; and
- G. Work with SAISD Staff and Leadership throughout the year to receive feedback on the program and implementation plan and consider modifications to both as necessary in order to ensure the long-term sustainability of the program within SAISD; and
- H. Work with SAISD Leadership to periodically revisit and refine the timeline and plan for district-wide implementation of the CHEF program throughout SAISD; and
- I. Directly or indirectly fund program-specific expenses, to include: curricula, training, San Antonio Food Bank support, CHEF Kitchen Kits, food-related costs not covered by SAISD budget, other tools and materials necessary to teach CHEF, etc.

**2. SAISD Responsibilities:**

- A. Ensure all SAISD teachers and staff responsible for teaching CHEF Programming receive the required, CHEF-provided on-line and hands-on trainings prior to the launch of CHEF at SAISD during the Spring Semester 2022; and
- B. Ensure all participating SAISD Teachers and Staff strictly adhere to the designated CHEF Curricula and key messages and notify the CHEF team when additional training or support are necessary to ensure the quality and consistency of the program at SAISD; and
- C. Promote and endorse CHEF and its core tenets throughout the SAISD, raising awareness of and support for culinary and nutrition education to teachers, staff and parents district-wide; and
- D. Ensure that all targeted CHEF schools have the necessary endorsement of school administrative leaders and engaged and committed staff persons to serve as the school CHEF champions and complete the Implementation Plan, attached as **Addendum B**; and
- E. Facilitate CHEF's access to and interaction with SAISD District and school leadership, staff, and volunteers in order to promote awareness of CHEF, its core tenets and its eventual growth throughout the district; and
- F. Facilitate CHEF's participation in one or more events at each participating school, introducing district parents to the CHEF program; and
- G. Facilitate collaboration between CHEF and SAISD Child Nutrition Services to identify existing and/or create new CHEF-approved recipes to be integrated into the CHEF-Bites School Edition curriculum and the Child Nutrition Services menu; and
- H. Create and adhere to a plan to offer CHEF-approved recipes, specific to each weekly CHEF lesson, on the Child Nutrition Services weekly menu, aligning the CHEF lesson with the food served each week that CHEF is taught in SAISD CHEF schools; and
- I. Subject to SAISD Board Policy on confidentiality, provide access to Child Nutrition Production Records at schools teaching CHEF to evaluate the daily participation of certain menu items, including the CHEF menu items; and

- J. Assume total responsibility for classroom control and student disciplinary issues during CHEF classes, ensuring a safe and productive learning environment; and
- K. Assume total responsibility for ensuring the safe and responsible use of culinary tools, if owned by SAISD, while preparing for, teaching and cleaning up after CHEF classes. This includes the safe use and storage of culinary tools, including knives; and
- L. Subject to SAISD Board Policy on surveys, facilitate evaluation and research of the CHEF program by encouraging CHEF teachers and administrators to participate in the program evaluation process (See Surveys in attached **Addendum C**) and provide feedback on program effectiveness to CHEF team and research partners; and
- M. Facilitate access to up to five SAISD schools by CHEF research partners in order to observe and audit the implementation of CHEF programming; and
- N. Provide de-identified student demographic and attendance data for each SAISD CHEF school, no later than 30 days after completion of CHEF program and post-CHEF surveys. Data will be used to facilitate interpretation of CHEF survey results and will include: student age, gender, race, ethnicity, grade, zip code and school attendance on CHEF teaching days; and
- O. Ensure that each CHEF school completes weekly CHEF Fidelity logs via the CHEF Partner Portal for each CHEF lesson taught, providing information on the numbers of students in attendance as well as any unique occurrences and/or recommendations for that specific lesson; and
- P. Formally acknowledge, via an annual letter of support to CHEF, the value of CHEF's direct and indirect financial contributions to the SAISD CHEF program, as deemed appropriate by SAISD.

**3. Responsibilities of Both Parties:**

- A. Collaborate to identify potential funding and other support for this initiative; and
- B. Maintain the confidentiality of records and information that each party may have access to, in accordance with the applicable federal, state and local laws, rules and regulations; and
- C. Implement safeguards and protocols for addressing student food allergies during CHEF classes, ensuring the health and wellbeing of every student participant in CHEF; and
- D. Participate in monthly program review meetings to ensure the successful implementation and monitoring of the CHEF program in SAISD Partner Schools and to position the program for long-term sustainability within SAISD; and
- E. Facilitate the participation in the Mayors Fitness Council Student Ambassador Program for all SAISD CHEF schools who have offered the CHEF program for at least one academic year. This program provides leadership opportunities to fifth grade students wishing to develop innovative ways to use CHEF programming to promote health and wellness in their school and community.

**4. Term/Termination**

This MOU will be effective for SAISD’s 2021 - 2022 academic year. This is a one-year agreement, renewable annually throughout the duration of the five-year process of implementing CHEF in SAISD schools. SAISD may terminate this MOU upon seven calendar days’ written notice to CHEF. Notices to each party will be in accordance with Section 5. Notices, as set out below.

**5. Notices**

For purposes of this MOU, all official communications and notices between the Parties shall be made in writing addressed to the person and address listed below, and is deemed delivered (i) upon receipt when hand delivered, or (ii) three business days after deposited in the USPS, certified mail, postage prepaid, return receipt requested, to the addresses set forth below:

| <b>SAISD:</b>                            | <b>CHEF</b>                                    |
|--|--|
| San Antonio Independent School District  | Culinary Health Education for Families         |
| Attn: Mr. Pedro Martinez, Superintendent | Attn: Suzanne Feldmann Chief Executive Officer |
| 514 W. Quincy Street                     | 3014 Rivas Street                              |
| San Antonio, TX 78212                    | San Antonio, Texas 78228                       |

**6. Entire Understanding**

This MOU supersedes all prior agreements, written or oral, between SAISD and CHEF and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This MOU and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for SAISD and CHEF.

7. **Governing Law/Venue.** This MOU and all of the responsibilities of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to its principles of conflicts of law. Venue is mandatory and exclusive in Bexar County, Texas, without regard to conflicts of law provisions.

8. **No Assignment.** This MOU is a personal service contract for the services of CHEF, and CHEF's interest in this MOU, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party, and any attempt by CHEF to so assign its interests, duties and/or fees hereunder shall be null and void.

9. **No Waiver.** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this MOU shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

10. **Relationship.** The parties hereto recognize that CHEF is engaged as an independent contractor

and acknowledges that SAISD shall have no responsibility to provide CHEF or its employees with transportation, insurance or other fringe benefits normally associated with employee status. No partnership, agency relationship or joint enterprise is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship.

11. **Proprietary Interests.** All information owned, possessed or used by CHEF or its employees which is not generally known to the public and which is communicated to, learned, developed or otherwise acquired by SAISD and its employees by virtue of performance of services for CHEF under this MOU (“**Confidential Information**”) shall be kept confidential, and neither SAISD nor its employees shall disclose or communicate to a third person or use for the benefit of a third person, the Confidential Information unless disclosure is required by applicable law or valid subpoena or court order. CHEF understands SAISD is a public governmental entity subject to open governmenta laws which may operate to require disclosure of any information, confidential or not, which is used in public education.

12. **Non-Funding.** Notwithstanding anything in this MOU to the contrary, SAISD’s responsibilities and obligations under this MOU are subject to available funding and SAISD Board Policy. No funding or payment is to be made to CHEF by SAISD under this MOU.

13. **Child Safety.** CHEF shall comply with all SAISD Board Policies addressing criminal history background certifications. In addition, but subject to SAISD Board Policy on criminal history background certifications by contractors, CHEF shall implement the additional safeguards set forth in the attached **Addendum D**.

14. **Insurance and Liability**

A. **SAISD.** SAISD self-insures its liability. By entering this MOU and performing hereunder, SAISD does not intend, and this MOU shall not be construed, to waive any immunities, defenses, or limits of liability to which SAISD is entitled under law.

B. **CHEF.** During the term of this MOU, CHEF shall maintain Workers’ Compensation Insurance complying with statutory limits and Commercial General Liability insurance with limits of liability not less than \$1,000,000 per occurrence with a general aggregate of not less than \$2,000,000 covering liability arising from personal injury and advertising injury, and also shall include a contractual liability endorsement that insures CHEF’s assumed liability under this MOU. Such coverage shall be provided by insurance companies having authority to conduct business in the State of Texas. CHEF shall INDEMNIFY, DEFEND and HOLD HARMLESS, SAISD and its employees, officers, volunteers and representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made against SAISD directly or indirectly arising out of, resulting from or related to CHEF’s activities under this MOU, including any acts or omissions of CHEF or any agent, officer, contractor, representative, or employee of CHEF, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this MOU. This indemnity shall not apply to any liability recognized by applicable law resulting from the sole negligence of SAISD, its officers, employees or representatives, in instances where such negligence causes personal injury, death, or property damage. SAISD may participate, at SAISD’s cost, in its defense. This indemnity provision shall survive expiration or termination of this MOU.

In witness whereof, the parties have caused this MOU to be executed as of the day and year listed below.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**By:** \_\_\_\_\_  
**Pedro Martinez, Superintendent**

**CULINARY HEALTH EDUCATION FOR FAMILIES**

**By:** \_\_\_\_\_  
**Suzanne Feldmann, CEO**

**Addendum A**  
**CHEF - SAISD**  
Anticipated 2021- 2022 Implementation Timeline

**Summer 2021 (or ASAP)**

- SAISD Confirms the continued participation of all current 40 SAISD Schools (legacyschools) in the Pilot
- SAISD Confirms the third cohort of 19 SAISD Schools (new schools)
- SAISD and CHEF Sign 2021-2022 MOU
- SAISD teachers in the third cohort begin on-line training
- CHEF Submits survey request to SAISD Research and Evaluation for Approval
- CHEF and SAISD Select Training Dates for legacy and new cohort teachers
- CHEF and SAISD Child Nutrition Services collaborate to identify existing or create new CHEF-approved recipes for inclusion in the district menus during the 9-week period in which CHEF is offered during the Spring of 2022;
- CHEF updates curricula, as necessary, to incorporate new recipes

**Fall Semester 2021**

- CHEF Hosts Virtual Teacher Training for legacy and new cohort teachers (August)
- SAISD Confirms school health day schedule for all SAISD CHEF Schools
- CHEF research partner finalizes research plan for all SAISD schools
- SAISD Parent Committee reviews and approves CHEF survey
- CHEF hosts one SHAC Luncheon
- CHEF Hosts hands-on teacher training sessions (Virtual or in-person at the Neighborhood Place, 3014 Rivas St, San Antonio, TX 78228) for new CHEF instructors; Training includes survey administration process.
- Each School meets with SA Food Bank Educator to develop school Implementation plan and logistics
- CHEF reviews and approves School Implementation Plans
- SAISD works with CHEF to determine support needed for SAISD survey administration
- SAISD administers pre-surveys at all CHEF schools

**Spring Semester 2022**

- CHEF hosts optional in-person training refresher prior to spring semester launch
- SAISD launches CHEF and teaches first three modules at new schools (with SAFB support) and first module with SAFB support for legacy schools.
- CHEF hosts one SHAC Luncheon
- CHEF hosts SAISD School Board event at San Antonio Botanical Garden Teaching Kitchen for overview of CHEF program (event to include SAISD executives)
- SAISD CHEF Schools complete lessons 4 - 8 (no SAFB support)
- SAFB educators audit/observe one peer class from lessons 4-7 at new and legacy schools.
- SAISD administers post surveys (March)
- SAISD identifies Spring 2023 Schools, which may include Middle and High Schools and School Roll-Out Strategy
- SAISD and CHEF review and revise MOU as necessary for next academic year
- CHEF reviews and revises student survey, as necessary, for Spring 2023
- SAISD and CHEF debrief academic year and plan for following school year (1/2 day with sub-committee)
- CHEF hosts teacher training for 2022-23 school year - Legacy and New SAISD CHEF Schools

**Addendum - B-**  
**SAISD CHEF Implementation Plan Template**  
*To be completed by each CHEF SAISD School Partner*

Welcome to CHEF! As part of the implementation process of the CHEF program in your school, a CHEF partner will meet with you to make sure you fully understand the program processes and logistics and your specific role. In preparation for your first meeting with the CHEF team, please review and consider how you will answer the following questions, with regard to implementing CHEF at your school. A CHEF team member will work with you and your school team to refine and submit your final plan electronically on the CHEF Partner Portal at [partner.chefsa.org](http://partner.chefsa.org). A carefully developed implementation plan will help to ensure your school and your students enjoy the best CHEF experience possible!

**Name of School:**

**Name and Contact Information for (email and telephone number) for School CHEF Team:**

- CHEF School Champion (Person Primarily Responsible for CHEF at your School)
- School Principal
- Executive Assistant to the Principal
- Nutrition Services Contact
- School Nurse
- School Contact for Student Demographic and Attendance Data
- Computer Lab Coordinator (if applicable)
- School Librarian
- Lead Parent Volunteer (if applicable)
- San Antonio Food Bank Support (to be provided by CHEF)

**Implementation Timeline: (To be completed by District CHEF Champion)**

- Teacher Training Dates:
  - o Deadline for Completion of Online Training
  - o In-Person Training
- Class Schedule Dates:
  - o Lesson 1
  - o Lesson 2
  - o Lesson 3
  - o Lesson 4
  - o Lesson 5
  - o Lessons 6 & 7
  - o Lesson 8
- Survey Administration Dates (note: We recommend that each school designate a full week to administer each survey):
  - o Pre-CHEF Survey Administration
  - o Post-CHEF Survey Administration

**Plan Details:**

- I. Describe the scope of your CHEF Program:
  - a. Number of students who will be participating in all eight required CHEF Classes and their grade levels
  - b. Day/Times for each CHEF classes will be offered
  - c. Lead Teacher
  
- II. Describe the physical location where you plan to offer CHEF classes and where you will store your CHEF food and materials.
  
- III. Describe how you plan to incorporate students into the implementation of CHEF at your school. You may select specific CHEF Student Champions for the entire year or individual volunteers for each class. It is up to each school to determine what will work best in your respective environments. You may engage students to assist in the cooking demonstrations, sharing CHEF recipes on morning announcements, promoting CHEF activities among their peers, etc. Consider how you can use CHEF to provide a leadership development and educational experience for your students. Students assisting in cooking demonstrations should only be permitted to use kid-safe knives.
  
- IV. Describe your plan for complying with all district requirements for social distancing and other safety measures in place to address the COVID-19 crisis.
  
- V. Describe how you will recruit and engage staff, parent and community volunteers to support your CHEF roll-out. Consider the number of volunteers you will need to support the program, based on the number of students you plan to serve. *Note: Optimal staffing for a class of 30 includes a lead teacher, one adult volunteer and student helpers to distribute food samples.*
  
- VI. Please indicate your ideas for one or two CHEF activities for parents and the larger school community. These can be very effective ways to generate awareness of and support for the program and to recruit volunteers. The following are suggestions for your consideration:
  - **In-Person Event: CHEF Demonstration at a Scheduled School Event During or After the Eight-Week CHEF Program Implementation** *Note: CHEF will work with your school to coordinate timing and logistics of these in-person events.*
    - Teacher(s) and students demonstrate how to prepare a favorite recipe from lessons 1 - 8 of CHEF Bites
    - Recipe samples are provided to attendees
    - School will work with CHEF to coordinate delivery of ingredients delivered
    - Assistance from SA Food Bank educator may be provided as necessary
    - Events are incorporated into previously scheduled school activities (e.g. PTAMeeting, Principal's Coffee, Family Night, School Health Fair, etc.)
  - **Social- Media Event:** *Note: CHEF will work with your school district media team to ensure you have the tools and resources necessary to host and event on social media and to determine optimal timing for such an event.*
    - A. **Facebook Live Cooking Demonstration**
      - Invite your social media followers to join you for a Facebook live cooking demonstration or class where CHEF students and/or Teacher Champion can showoff their culinary skills using one of the recipes they learned this year.
      - Make sure to use the tag @CHEFSanAntonio so we can help promote and share your video.

**B. Instagram Live Cooking Demonstration**

- Invite your social media followers to join you for an Instagram live cooking demonstration or class where CHEF students and/or Teacher Champion can showoff their culinary skills using one of the recipes they learned this year.
- Make sure to use the tag @CHEFSanAntonio so we can help promote and shareyour video.

**C. Twitter Live Cooking Demonstration**

Invite your social media followers to join you for a Twitter live cooking demonstration or class where CHEF students and/or Teacher Champion can showoff their culinary skills using one of the recipes they learned this year.

- Make sure to use the tag @CHEFSanAntonio so we can help promote and shareyour video.

**D. Pre-recorded Video (This can later be shared on YouTube, FB, IGTV, Twitter, newsletter, website, etc.)**

- If you'd prefer not to go live, CHEF students and/or Teacher Champion can pre-record a recipe demonstration on their phone, computer, or other device that can be uploaded to the school or CHEF's social media channels, website, and distributed in a newsletter.
- Send the video, along with your school's social media handle, to [achampion@chefsa.org](mailto:achampion@chefsa.org) to be featured on the CHEF social media channels.

**E. Social Media Cooking Challenge**

- Using the social media platform of your choice, challenge your followers to participate in a CHEF cooking challenge. Your school community (students andfamilies, teachers, administrators, etc.) can show off their culinary skills by preparing their own CHEF inspired recipe at home (bonus points for creativity and following the CHEF Healthy Habits).
- To participate, upload a food picture, along with a description, to your school's social media platform, using the hashtag #CHEFCookingChallenge and make sureto tag CHEF at @CHEFSanAntonio. Your CHEF Teacher Champion can narrow down the recipes to their top 3-5 choices and let CHEF students vote on who the winner is.

**F. Zoom Cooking Class**

- Coordinate a cooking class where a student or group of students assisted by theirCHEF Teacher Champion can lead a virtual CHEF class.
- Attendees can include: school staff, district staff, parents or caregivers, otherstudents, etc.
- Recipe should be emailed or distributed to Zoom attendees a few days beforehandso that they can purchase ingredients and follow along at home.

VII. Describe your ideas for how to use CHEF to promote a culture of health and wellness within your school or across your district. Consider "CHEF-Approved" food options forfaculty and student events or ways to engage Food Science students as volunteers or CHEF supporters. Be creative!

VIII. Each CHEF class will require a minimal amount of set-up and clean up. Food will be prepared and delivered to each CHEF school by the San Antonio Food Bank, and the school CHEF lead will be responsible for ensuring the food deliveries are received andfood is stored safely. Please provide the logistical details for this process:

- a. Address and contact person for food delivery;

- b. Optimal delivery day and time, if relevant.
- c. Plan for safe storage of food
- d. Plan for appropriate set up and clean up after each class (consider engaging your students in this process)

IX. Please provide any additional thoughts, questions or concerns you may have regarding implementing the CHEF program at your school. A CHEF team member will work with you to ensure that your plan is solidly in place and that you have the resources you need to successfully implement CHEF in your school.

X. Sign and complete all required electronic documents via the CHEF Champion Partner Portal Page to the extent consistent with the MOU between CHEF and SAISD.

# Pre-Assessment Survey for CHEF in Schools

*Target Population: Children in grades 3 – 5 participating in CHEF in Schools (PE setting without hands on cooking activities)*

**Note: Text in italics are not included in the survey**

## Survey Introduction

The following questions are designed to help us better understand your eating and cooking habits. Please take your time and do your best to answer all of the questions. This is not a test and your answers will not be graded. Thanks for your help!

1. Student ID#: \_\_\_\_\_
2. Grade Level: \_\_\_\_\_ (for example: 3) (*Field validation: drop-down list: 3, 4, 5, 6, 7 and 8*)
3. Have you ever taken any cooking or healthy eating classes either in school or somewhere else?
  - Yes
  - No
  - Don't Remember
4. What school do you attend? (*drop down menu of campus names*)

## Behavior

Now we want to learn more about what and how you **USUALLY** eat. Please do your best to answer the following questions. Don't worry, you will not be graded on this!

5. How often do you eat breakfast?
  - Every day
  - Most days
  - Some days
  - Never
6. How often do you eat vegetables? Vegetables are things like carrots, broccoli, celery or salads. (Do not count French fries or potato chips when you answer this question.)
  - Every day
  - Most days
  - Some days
  - Never
7. How often do you eat fruit? Fruit includes things like grapes, strawberries, melons, etc. (Do not count fruit juice when you answer this question.)
  - Every day
  - Most days
  - Some days
  - Never

8. How often do you drink sugary drinks? Sugary drinks include things like fruit punch, sports drinks, lemonade or other fruit-flavored drinks, regular (not diet) sodas, energy drinks, or sweet tea.
- Every day
  - Most days
  - Some days
  - Never
9. How often do you drink water?
- 1 glass every day
  - 2-3 glasses every day
  - 4 or more glasses every day
  - Almost never
10. How often do you or someone in your family make dinner at home? (Do not count food or left-overs from restaurants.)
- Every day
  - Most days
  - Some days
  - Almost never
11. Do you talk with your family members about how to eat healthier at home?
- Yes
  - No

Now, tell us about how you ate YESTERDAY.

12. Did you eat breakfast yesterday?
- Yes
  - No
13. Did you eat any vegetables yesterday?
- Yes, 1 time
  - Yes, 2 times
  - Yes 3 or more times
  - No, I did not eat any vegetables yesterday.
14. Did you eat any fruit yesterday?
- Yes, 1 time.
  - Yes, 2 times.
  - Yes 3 or more times.
  - No, I did not eat any fruit yesterday.
15. Did you have any sugary drinks yesterday?
- Yes, 1 time.
  - Yes, 2 times.
  - Yes 3 or more times.
  - No, I did not have any sugary drinks yesterday.
16. Did you or someone from your family make dinner at home last week? Do not count food or left-overs from restaurants.)
- Yes, 1 time.
  - Yes, 2 or 3 times.
  - Yes, 4 or more times.
  - No, no one made dinner at my home last week.

## Self-efficacy

17. How sure are you that you can make healthy food choices?
- Very sure
  - Sure
  - A little sure
  - Not sure
18. How sure are you that you know how to make a healthy and delicious snack or meal?
- Very sure
  - Sure
  - A little sure
  - Not sure
19. How sure are you that you can explain to your family how to make healthier food choices?
- Very sure
  - Sure
  - A little sure
  - Not sure

## Knowledge

### New Question 20

Please choose the best answer to complete the sentences

1. Drinking \_\_\_\_\_ every day will help me stay hydrated the healthy way.
  - a. Water
  - b. Sports Drinks (like Gatorade)
  - c. Sodas
  - d. Sweet Tea
  
2. \_\_\_\_\_ every day will help me concentrate and stay focused during school.
  - a. Skipping breakfast
  - b. Drinking soda
  - c. Going out to eat
  - d. Eating a healthy breakfast
  
3. In order to build a healthy and balanced plate, I should cover half my plate with \_\_\_\_\_.
  - a. white rice
  - b. colorful fruits and vegetables
  - c. meat
  - d. potato chips
  
4. The color of a fruit or vegetable shows me its \_\_\_\_\_.
  - a. vitamins and nutrients
  - b. flavor
  - c. smell
  - d. food group

## Vocabulary

1. Which of the following foods is a whole grain?
  - a. Brown rice
  - b. White rice
  - c. Potatoes
  - d. Black beans
  
2. What is the word for the parts of plants such as fruits and vegetables that cannot be digested?
  - a. Nutrient
  - b. Fat
  - c. Fiber
  - d. Protein
  
3. Foods that share similar nutrition content are called \_\_\_\_\_.
  - a. A food group
  - b. An emulsion
  - c. A portion
  - d. In-season

## True/False

- Highly processed foods keep their nutritional value
- Sports drinks, such as Gatorade, have a high amount of added sugar
- Canned fruits and vegetables with no added salt or sugar can be part of a healthy plate

# Post-Assessment Survey for CHEF in Schools

*Target Population: Children in grades 3 – 5 participating in CHEF in Schools (PE setting without hands on cooking activities)*

**Note:** *Text in italics are not included in the survey*

## *Survey Introduction*

The following questions are designed to help us better understand your eating and cooking habits. Please take your time and do your best to answer all of the questions. This is not a test and your answers will not be graded. Thanks for your help!

20. Student ID#: \_\_\_\_\_

21. Grade Level: \_\_\_\_\_ (for example: 3) (*Field validation: drop-down list: 3, 4, 5, 6, 7 and 8*)

22. Have you ever taken any cooking or healthy eating classes either in school or somewhere else?

[Type here]

[Type here]

[Type here] 4

- Yes
- No
- Don't Remember

23. What school do you attend? (*drop down menu of campus names*)

### *Behavior*

Now we want to learn more about what and how you **USUALLY** eat. Please do your best to answer the following questions. Don't worry, you will not be graded on this!

24. How often do you eat breakfast?

- Every day
- Most days
- Some days
- Never

25. How often do you eat vegetables? Vegetables are things like carrots, broccoli, celery or salads. (Do not count French fries or potato chips when you answer this question.)

- Every day
- Most days
- Some days
- Never

26. How often do you eat fruit? Fruit includes things like grapes, strawberries, melons, etc. (Do not count fruit juice when you answer this question.)

- Every day
- Most days
- Some days
- Never

27. How often do you drink sugary drinks? Sugary drinks include things like fruit punch, sports drinks, lemonade or other fruit-flavored drinks, regular (not diet) sodas, energy drinks, or sweet tea.

- Every day
- Most days
- Some days
- Never

28. How often do you drink water?

- 1 glass every day
- 2-3 glasses every day
- 4 or more glasses every day
- Almost never

29. How often do you or someone in your family make dinner at home? (Do not count food or left-overs from restaurants.)

- Every day
- Most days
- Some days
- Almost never

30. Do you talk with your family members about how to eat healthier at home?

- Yes
- No

Now, tell us about how you ate YESTERDAY.

31. Did you eat breakfast yesterday?

- Yes
- No

32. Did you eat any vegetables yesterday?

- Yes, 1 time
- Yes, 2 times
- Yes 3 or more times
- No, I did not eat any vegetables yesterday.

33. Did you eat any fruit yesterday?

- Yes, 1 time.
- Yes, 2 times.
- Yes 3 or more times.
- No, I did not eat any fruit yesterday.

34. Did you have any sugary drinks yesterday?

- Yes, 1 time.
- Yes, 2 times.
- Yes 3 or more times.
- No, I did not have any sugary drinks yesterday.

35. Did you or someone from your family make dinner at home last week? Do not count food or left-overs from restaurants.)

- Yes, 1 time.
- Yes, 2 or 3 times.
- Yes, 4 or more times.
- No, no one made dinner at my home last week.

### Self-efficacy

36. How sure are you that you can make healthy food choices?

- Very sure
- Sure
- A little sure
- Not sure

37. How sure are you that you know how to make a healthy and delicious snack or meal?

- Very sure
- Sure
- A little sure
- Not sure

38. How sure are you that you can explain to your family how to make healthier food choices?

- Very sure
- Sure
- A little sure
- Not sure

## Knowledge

### New Question 20

Please choose the best answer to complete the sentences

5. Drinking \_\_\_\_\_ every day will help me stay hydrated the healthy way.
  - a. Water
  - b. Sports Drinks (like Gatorade)
  - c. Sodas
  - d. Sweet Tea
  
6. \_\_\_\_\_ every day will help me concentrate and stay focused during school.
  - a. Skipping breakfast
  - b. Drinking soda
  - c. Going out to eat
  - d. Eating a healthy breakfast
  
7. In order to build a healthy and balanced plate, I should cover half my plate with \_\_\_\_\_.
  - a. white rice
  - b. colorful fruits and vegetables
  - c. meat
  - d. potato chips
  
8. The color of a fruit or vegetable shows me its \_\_\_\_\_.
  - a. vitamins and nutrients
  - b. flavor
  - c. smell
  - d. food group

### Vocabulary

4. Which of the following foods is a whole grain?
  - e. Brown rice
  - f. White rice
  - g. Potatoes
  - h. Black beans
  
5. What is the word for the parts of plants such as fruits and vegetables that cannot be digested?
  - a. Nutrient
  - b. Fat
  - c. Fiber
  - d. Protein
  
6. Foods that share similar nutrition content are called \_\_\_\_\_.

[Type here]

[Type here]

[Type here] 7

- a. A food group
- b. An emulsion
- c. A portion
- d. In-season

True/False

- Highly processed foods keep their nutritional value
- Sports drinks, such as Gatorade, have a high amount of added sugar
- Canned fruits and vegetables with no added salt or sugar can be part of a healthy plate

## **Addendum D**

### **CHEF Child Safety Policy**

#### **General Purpose Statement**

CHEF (Culinary Health Education for Families) seeks to provide a safe and secure environment for the children who participate in our programs and activities. By implementing the below practices, our goal is to protect children from incidents of misconduct or inappropriate behavior while also protecting our staff and volunteers (workers) from false accusations.

#### **Definitions**

**For purposes of this policy, the terms "child" or "children" include all persons under the age of eighteen (18) years. The term "worker" includes both paid and unpaid persons who work with children on behalf of CHEF.**

#### **Selection of Workers**

**CHEF** will screen all persons who desire to work with the children participating in our programs and activities. This screening includes the following:

a) **Written Application**

All persons applying to be workers must complete and sign a written application in a form to be supplied by us. The application will request basic information from the applicant and will inquire into previous experience with children, and whether the applicant is eligible to work with or around children. The application form will be maintained in confidence on file at the CHEF.

b) **Personal Interview**

Upon completion of the application, a face-to-face interview may be scheduled with the applicant to discuss his/her suitability for the position.

c) **Criminal Background Check**

CHEF utilizes RedStar to perform criminal background checks on all CHEF employees and "volunteers" as defined above. CHEF neither stores nor has access to the applicant's personal information. CHEF only receives the results of the background check, which are kept confidential. If an individual declines to submit to the background check, s/he will be unable to work with children. A disqualifying offense that will keep an individual from working with children will be determined by the CEO of CHEF, on a case-by-case basis, in light of all the surrounding circumstances. Generally, convictions for an offense involving children and/or for offenses involving violence, dishonesty, illegal substances, indecency and any conduct contrary to our mission will preclude someone from being permitted to work with children.

#### **Two Adult Rule**

It is our goal that a minimum of two unrelated adult workers will be in attendance at all times when children are being supervised during our programs and activities. Some youth classes may have only one adult teacher in attendance during the class session; in these instances, doors to the classroom should remain open and there should be no fewer than three students with the adult teacher.

#### **Responding to Allegations of Child Abuse**

For purposes of this policy, "child abuse" is any action (or lack of action) that endangers or harms a child's physical, psychological or emotional health and development. Child abuse occurs in different ways and includes the following:

- Physical abuse - any physical injury to a child that is not accidental, such as beating, shaking, burns, and biting.
- Emotional abuse - emotional injury when the child is not nurtured or provided with love and security, such as an environment of constant criticism, belittling and persistent teasing.
- Sexual abuse - any sexual activity between a child and an adult or between a child and another child at least four years older than the victim, including activities such as fondling, exhibitionism, intercourse, incest, and pornography.
- Neglect - depriving a child of his or her essential needs, such as adequate food, water, shelter, and medical care.

Workers may have the opportunity to become aware of abuse or neglect of the children under our care. In the event that an individual involved in the care of children becomes aware of suspected abuse or neglect of a child under his/her care, this should be reported immediately to the CEO of CHEF as well as the CEO/Lead Administrator of the placement organization for further action, including reporting to authorities as may be mandated by state law.

In the event that an incident of abuse or neglect is alleged to have occurred at a CHEF class or during our sponsored programs or activities, the following procedure shall be followed:

1. The parent or guardian of the child will be notified.
2. The worker alleged to be the perpetrator of the abuse or misconduct will immediately be placed on leave pending an investigation and instructed to remain away from the premises during the investigation. He or she should be instructed to have no contact with the victim or with witnesses.
3. All allegations of abuse should be reported to the civil authorities, and the organization will comply with the state's requirements regarding mandatory reporting of abuse as the law then exists. The organization will fully cooperate with the investigation of the incident by civil authorities.
4. The insurance company will be notified, and the organization will complete an incident report. Any documents received relating to the incident and/or allegations will immediately be forwarded to the insurance company.
5. The organization will designate a spokesperson to the media concerning incidents of abuse or neglect. The advice of legal counsel will be sought before responding to media inquiries or releasing information about the situation to the congregation. All other representatives of the organization should refrain from speaking to the media.
6. Any person who is not found innocent of the alleged abuse or misconduct will be removed from their position working with children or youth.

### **Teenage Workers**

We recognize that there may be times when volunteers who are themselves under age 18 assist in CHEF programming or activities. The following guidelines apply to teenage workers:

- o Must be at least age 14.
- o Must be screened as specified above.
- o Must be under the supervision of an adult and must never be left alone with children.

The **CHEF Child Safety Policy** will be followed to the extent not inconsistent with the MOU between CHEF and SAISD.



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |   |
|---------------------|---|
| Department:         | Health & Physical Education   |
| Board Meeting Date: | August 16, 2021   |
| Agenda Title:       | Approval of the Memorandum of Understanding (MOU) Between SAISD and Culinary Health Education for Families (CHEF)   |
| Presenter:          | Kendra Doyle, Sr. Exec. Dir., Curriculum, Instruction & Assessment  |
| Cost:               | \$0.00  |
| Board Goal:         | Increase the District overall grade under State Accountability and the percent of campuses rate Accomplished or Higher on the SAISD School Performance Framework (SPF)<br>Increase % on-time, 4-year Graduation and decrease Dropout Rates<br>Increase the percent of graduates attending College |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|--------------------|------------------|------------------|-----------------|
| 12,000             | 78                 | 40                 | \$0              | \$0              | \$0             |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |  |
|--|--|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Is this a renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>San Antonio ISD is currently in partnership with Culinary Health Education for Families (CHEF) to teach basic nutrition and practical cooking skills throughout San Antonio ISD in Kindergarten through 5<sup>th</sup> grade health classrooms. The CHEF program was launched in January 2020 as a pilot in 20 schools engaging over 6,000 SAISD students.</p> <p>CHEF results, based on Pre and Post Assessments of SAISD students during the 2019-2020, are included below:</p> <ul style="list-style-type: none"> <li>• 9% increase of nutritional content knowledge</li> <li>• 17% increase in self-efficacy (Eating more fruits and vegetables)</li> <li>• 52% increase of students preferring water over sugary beverages</li> <li>• 34% increase of students consuming vegetables every day</li> </ul> |
|--|--|

CHEF will continue to train teachers through a flexible model that includes on-line as well as in-person training, as circumstances allow. All CHEF teaching materials and curricula are provided in English and Spanish and can be offered in synchronous and asynchronous learning settings.

For a list of 2021 - 2022 CHEF campuses, click [here](#).

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Youth Literacy (SAYL)

**PURPOSE:**         PRESENTATION/DISCUSSION  
                       DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzmann, Deputy Superintendent

**PRESENTER:**     Kendra Doyle, Sr. Executive Director, Curriculum, Instruction & Assessment

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the renewal of the Memorandum of Understanding (MOU) between SAISD and San Antonio Youth Literacy (SAYL) in support of promoting the literacy skills of at-risk youth. This coordinated effort will provide one-on-one tutoring in reading for children in elementary grade levels, increase children's self-confidence and desire to read, and measurably increase the reading level of each student who is tutored. Each SAYL volunteer reading tutor will read with children on site, or on a virtual platform.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board approve the renewal of the MOU between SAISD and San Antonio Youth Literacy as presented.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

# MEMORANDUM OF UNDERSTANDING

between

**SAN ANTONIO YOUTH LITERACY**

**AND**

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**2021-2022**

## **I. Purpose**

The purpose of this MEMORANDUM OF UNDERSTANDING (MOU) is to establish a general working agreement between SAN ANTONIO YOUTH LITERACY (SAYL) and SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (SAISD). This is an effort to coordinate policies and practices in order to uphold the following objectives:

- To provide one-on-one tutoring in reading for children in second grade at no cost to the school district.
- To increase children's self-confidence and desire to read.
- To measurably increase the reading level of each student who is tutored.

This MOU represents a non-legally binding expression of SAYL and SAISD in mutual support of promoting the literacy skills of San Antonio's at-risk youth.

By entering into this agreement, SAYL and SAISD acknowledge that they will work in partnership to achieve and fulfill the objectives of this affiliation.

## **II. Expectations**

**SAISD** agrees to commit to the following:

- To process the criminal background checks for each participating volunteer before the volunteer begins working with the children in the SAISD facility/school. SAISD will notify SAYL of clearance within 48 hours of submission date
- To provide any additional information or school protocol to volunteers, as it relates to volunteering,
- To provide a designated Site Director selected by the campus principal that will be the main point of contact between the individual campuses and SAYL
- To provide each volunteer reading tutor with a space to read with the children within the supervision of Program Site personnel/school liaison
- To provide SAYL with consistent available times for volunteers to read with children at the site in-person or with a student at the site meeting with a volunteer on a virtual platform provided by SAYL and approved by SAISD
- To maintain communication with SAYL via phone, fax, or email in all matters concerning SAYL partners, staff, policies, program, and SAYL Reading Buddies

- To provide information on any testing or event that will conflict with tutoring times in a timely manner that will allow SAYL time to inform the Reading Buddies
- To provide current assessment data (F&P, MAP, etc.) on all students in or considered for the program in a timely manner, as agreed upon per the Data Sharing Agreement. This includes end of year data used to identify students for the program as well as October, January and May assessment data from current year used to monitor the program
- To provide staff support to SAYL Reading Buddies. SAISD will ensure that each campus sends their designated Site Director to train prior to the implementation of the program
- To support efforts by SAYL to register eligible students and, if required by the school, obtain parent permission to participate in the program
- To provide student data at the campus level for each student that participates in SAYL Reading Buddy program. Individual student ID #'s will be provided to SAYL at the beginning of the school year
- To immediately notify SAYL of any issues that might affect the implementation of the program, which includes the District needing to exercise its right to exclude any volunteer from further participation in the event of some disruption or misconduct by the volunteer.
- To respond to all SAYL staff questions and/or concerns in a timely manner so long as answering questions does not conflict with SAISD daily activities
- Books provided for this program are the property of SAISD. In the event of termination of this agreement by either party, books shall continue to be used for the explicit purpose of helping children's reading readiness.
- To provide students in the program with access to virtual reading resources provided by SAISD, to be shared via the virtual platform with SAYL volunteers

SAYL agrees to commit to the following:

- To follow the SAISD process for criminal background checks for each participating volunteer
- To provide SAYL Reading Buddies with training, support, encouragement, and supervision while involved in the program
- To maintain applications and records on each SAYL Reading Buddy
- To provide a reading trunk and other program materials to program site, and to ensure the quality of the program materials, and replace as needed, for the duration of the program. To otherwise provide digital reading material or resources in a virtual tutoring session. All program supplies will be returned to SAYL in the event of termination of this agreement by either party.
- To generate and maintain the Student Priority List at each campus
- To share project evaluation results
- To conduct periodic site visits
- To respond to Program Site staff questions or concerns in a timely manner

### III. Implementation

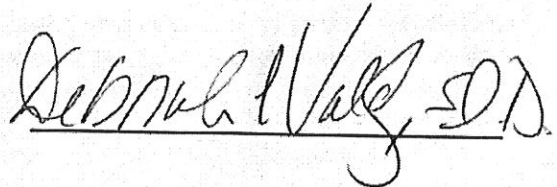
This MOU will be effective upon the signature of the official representative(s) of SAISD and SAYL and shall remain in effect until June 2022. This MOU may be amended at any time by mutual written consent of the authorized parties to the MOU. In the event that termination is requested by either party, 30 days written notice shall be given prior to termination.

Prior to the start of each school year, parties agree to review, and revise MOU based on any appropriate changes to the program.

Pedro Martinez  
Superintendent of Schools  
San Antonio Independent School District  
141 Lavaca  
San Antonio, TX 78210

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Deborah L. Valdez, Ed.D.  
Executive Director  
San Antonio Youth Literacy  
San Antonio, TX 78232



June 2021

SAN ANTONIO YOUTH LITERACY AND SAN ANTONIO ISD DATA SHARING AGREEMENT  
FOR SCHOOL YEAR 2020-2021

San Antonio Youth Literacy (SAYL) is requesting access to San Antonio ISD reading benchmark assessment data (Fountas & Pinnell, etc.) for the purposes of identifying students appropriate for the SAYL program and for monitoring the progress of students in the SAYL program. The specific information requested will be by student first and last name and SAISD Student ID number and will allow individual tracking of the following information: grade level, gender, ethnicity, and reading benchmark assessments levels with supporting information. SAYL also requests 3rd grade STAAR reading scores of former program participants to measure the longevity of reading gains.

SAYL will request that teachers identify students for inclusion in the program by using end of previous year assessment data. While the SAYL program is predominantly a second-grade reading program and in most cases the data used to identify students for the program will be end of first grade data, there are occasionally specific circumstances in which the school requests that SAYL work with students in other grades. In that case, the appropriate assessment data would be used to determine reading level.

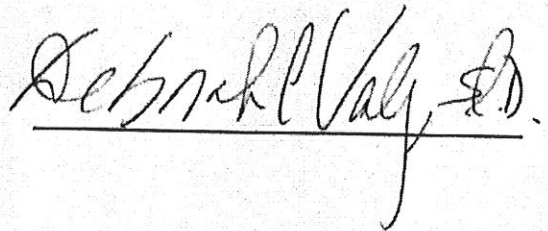
In addition to determining inclusion in the program, this assessment data will be used to determine the initial reading level for the student. As additional assessments are conducted by the district, the new assessment levels for students in the program will be shared with SAYL and used by SAYL to monitor student progress and to determine overall improvement over the course of the school year. SAYL will receive the assessment data following the October, January, and May assessments by the 15<sup>th</sup> of the month following the assessments. If a school conducts assessment at a different time, SAYL will receive the assessment data on the 15<sup>th</sup> of the month following assessments.

Only data pertaining to students in the SAYL program or potential students for the SAYL program will be shared. This data will be considered confidential and will not be shared outside of the SAYL program in any manner that identifies the assessment level of a particular student.

€

Dr. Kenneth Thompson  
Chief Information Officer  
San Antonio Independent School District  
141 Lavaca  
San Antonio, TX 78210

Deborah L. Valdez, Ed.D.  
Executive Director  
San Antonio Youth Literacy  
San Antonio, TX 78232



\_\_\_\_\_

June 2021

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
Vendor Data Confidentiality Agreement Form

San Antonio Youth Literacy (hereinafter referred to as "Vendor"), has requested data from the District database (hereinafter referred to as "District data" or "data") maintained by San Antonio Independent School District (hereinafter referred to as "SAISD" or "District"). Vendor has or intends to enter into a contract/license/other agreement ("Contract") with SAISD to provide services to SAISD. Vendor has requested or intends to request access to data for the purpose of providing the services specified in the Contract. SAISD has agreed or intends to provide the requested data, provided that Vendor agrees to comply with the terms and conditions set forth in this Confidentiality Agreement. **THIS AGREEMENT SUPERSEDES AND REPLACES ANY AND ALL OF VENDOR'S TERMS AND CONDITIONS TO THE CONTRARY REGARDING THE FOLLOWING DESCRIBED "APPLICABLE DATA."**

**Applicable Data**

This agreement applies to Student data, Financial data, Payroll data, Demographic data, and any or all other data that Vendor has accessed or received from the District. Vendor hereby agrees that it will use the District data solely for the purpose of providing the services specified in the Contract with SAISD.

**Student Data in Particular**

SAISD will provide student data that may contain personally identifiable information from an education record of a student to Vendor pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g (b)(1)(F), and regulations issued under FERPA, 34 C.F.R. § 99.31 (a)(6). Vendor agrees that it will maintain the confidentiality of the data in accordance with 20 U.S.C. § 1232g(b)(1)(F), 34 C.F.R. §99.31(a)(6), and the terms of this Confidentiality Agreement.

For purposes of this Confidentiality Agreement, the term "personally identifiable information from an education record" may include, but is not limited to: (a) the student's name; (b) the name of the student's parent or other family member; (c) the address of the student or the student's family; (d) a personal identifier such as the student's social security number or other student number; (e) information about a group of students that contains five (5) or fewer students; (e) a list of personal characteristics that would make the student's identity known or easily traceable; and (f) any other information that would make the student's identity known or easily traceable.

Vendor agrees that it will always maintain the confidentiality of personally identifiable student information contained in the District data and will keep the data in a secure location. Vendor shall restrict access to personally identifiable student information to only those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by students or parents of students whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of student data to Vendor and to take legal action against the vendor for damages or other relief.

**Financial, Payroll, Employee, Vendor, Demographic, or other District Data in Particular**

For purposes of this Confidentiality Agreement, the terms "Financial, Payroll, Employee, Vendor, Demographic, or other District data", includes but is not limited to, data that includes employee or vendor names; employee identification numbers; federal identification numbers; social security numbers; and/or vendor or employee home or work addresses, phone numbers, birthdates, job titles, pay amounts, email addresses, bank account numbers, bank routing numbers, and/or check numbers. Vendor agrees that he/she will maintain the confidentiality of all District data contained in the District records Vendor receives or obtains access to at all times and will keep the District data in a secure location. Vendor shall restrict access to all data contained in the District records to those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by affected employees and/or vendors whose records are allegedly misused. Should vendor not comply-with the terms of this agreement, District has the right to withhold further release of any or all data including employee, vendor or any other District data previously made accessible to Vendor.

**Other Terms and Conditions**

Vendor agrees to keep secret any District system information, including all documentation, database or table descriptions, data schema, diagrams, and other materials containing any portion of the District data structures or other District system specifications.

Vendor agrees to provide newly-generated or collected data (such as assessment scores, student course selections, payroll data, employee attendance data, or other data) to the Office of Technology and Management Information Services in a mutually agreeable format using secure file transfer protocols. Vendor agrees that it will not release or disclose any of the District data in any manner except as expressly described in this Confidentiality Agreement, unless Vendor has received prior written authorization from the District.

Should there be a breach of confidentiality by Vendor and a release of District data (including but not limited to personally identifiable student data) to any third party not a party to this agreement, Vendor hereby agrees to provide immediate notification services to the appropriate parties at its sole expense, including but not limited to, providing notice to the District, the affected student, the parents of the affected student, the affected employee, and/or the affected vendor regarding the release of confidential data that has occurred. Furthermore, Vendor will promptly indemnify, defend, and hold harmless District, its present and future officers, employees and agents, from and against all claims, suits, demands, damages, losses, judgments, fines and costs, including reasonable attorney's fees and court costs, made against District or its officers, employees or agents to the extent they arise from Vendor's negligent acts or omissions, or willful misconduct or violation of law in the performance of services for District that lead to a breach of this Confidentiality Agreement.

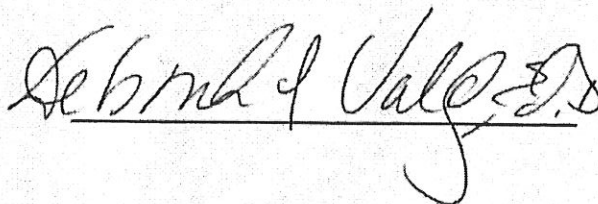
Vendor agrees that it will promptly return the District data and system information to SAISD upon written request by SAISD or when the Vendor contract ends. Vendor further agrees that it will delete and not retain the District data or system information when it is no longer needed for the purposes described in this Confidentiality Agreement and the Vendor contract.

Nothing in this agreement shall affect in any way Vendor's use of personally identifiable information received from any person other than SAISD, its employees or agents, or from SAISD students.

By signing below, Vendor accepts and agrees to the terms and conditions set forth in this Confidentiality Agreement.

Dr. Kenneth Thompson  
Chief Information Officer  
San Antonio Independent School District  
141 Lavaca  
San Antonio, TX 78210

Deborah L. Valdez, Ed.D.  
Executive Director  
San Antonio Youth Literacy  
San Antonio, TX 78232



**If document does not apply, you must still sign and mark N/A**



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

|                     |  |
|---------------------|--|
| Department:         | Curriculum, Instruction, & Assessment  |
| Board Meeting Date: | August 16, 2021  |
| Agenda Title:       | Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Youth Literacy (SAYL) |
| Presenter:          | Kendra Doyle, Sr. Exec. Dir., Curriculum, Instruction & Assessment   |
| Cost:               | \$0  |
| Board Goal:         | #4 Increase the percent of all students on grade level   |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|--------------------|------------------|------------------|-----------------|
| 3,137              | 177                | 43                 | \$0              | \$0              | \$0             |

### HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings)

|  |  |
|--|--|
| <p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p> | <p>San Antonio Youth Literacy (SAYL) is a non-profit organization which provides reading and comprehension assistance to students by partnering students with a community reading buddy. Volunteers are matched with students to provide reading practice that is responsive to the student’s needs and address literacy gaps.</p> <p>SAYL has reported across Bexar County that 94% of students participating in the program demonstrate improvement by at least one reading level, and on average participating students improve by 4.45 reading levels.</p> <p>In 2019 – 2020, SAYL successfully served 36 elementary schools and 7 academies. In 2020 – 2021, SAYL was scheduled to serve 10 elementary schools and academies with virtual volunteers. Due to the Pandemic, this proved to be a challenge, and volunteers were unable to meet with students. For 2021 – 2022, SAYL will continue to work with campuses and individual teachers, to match identified students with virtual and in-person volunteers, create a regular schedule for meetings, and identify the appropriate digital platforms to facilitate the session.</p> <p>The SAYL MOU is a renewal to continue community partnerships that improve</p> |
|--|--|

literacy achievement of our students. The renewal reflects changes made in response to the pandemic by requiring volunteers to meet with the students on a virtual platform, rather than in person.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Purchase of Pearson CoursewarePLUS

**PURPOSE:**         PRESENTATION/DISCUSSION  
                       DISCUSSION/ACTION

**REQUESTED BY:** Patti Salzman, Deputy Superintendent

**PRESENTER:**        Garry Hardcastle, Senior Executive Director for Learning and Compliance Support Services

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the purchase of Pearson CoursewarePLUS for 300 licenses for semester one of the 2021-2022 school year.

The Pearson CoursewarePLUS offers course content in core and enrichment subject areas supplemental to the online programs currently offered in SAISD.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Recommend that the Board approve the purchase of Pearson CoursewarePLUS for 300 licenses for semester one of the 2021-2022 school year.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

This purchase will be made utilizing the interlocal cooperative agreement with Houston ISD bid# 16-10-25, which expires June 30, 2022.

Funded with ESSER dollars; approximately \$590,800.00

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership, or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff, and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.



Pearson Online and Blended Learning  
 10960 Grantchester Way  
 Columbia, MD 21044  
 E-mail: [poblsalesops@pearson.com](mailto:poblsalesops@pearson.com)  
 Fax: 1-410-630-4931

The fees & terms in this document are valid until expiration date.

Expiration Date 9/12/2021

**Sales Consultant Details:**

Rhiannon Delano  
 2107276259  
[rhiannon.delano@pearson.com](mailto:rhiannon.delano@pearson.com)

**Customer Details:**

San Antonio Ind School District  
 Patti Salzmann  
[pasalzmann@saisd.net](mailto:pasalzmann@saisd.net)

| Product   | Pearson Ref / ISBN | Selling Term/UOM | Quantity | Sales Price  | Subtotal       | Total Price    |
|---|--------------------|------------------|----------|--------------|----------------|----------------|
| Full Time Student (Semester) with Certified Online Teacher (FTSS-S-COT) | N/A                | 0.00000          | 300.00   | USD 1,869.00 | USD 560,700.00 | USD 560,700.00 |
| Getting Started: Training for Administrators                            | N/A                | 0.00000          | 1.00     | USD 400.00   | USD 400.00     | USD 400.00     |
| LiveTutor (LT)  | N/A                | 0.00000          | 300.00   | USD 99.00    | USD 29,700.00  | USD 29,700.00  |

**\*All prices in this Document in USD**

Subtotal USD 590,800.00  
 Grand Total USD 590,800.00

Statement of Work

This Quote and the delivery and usage of the products listed herein are governed by the Statement of Work between Pearson Online and Blended Learning (OBL) and named "Customer", dated Effective Date, and incorporated hereby. In the event of a conflict, prices listed in this Quote govern.

This Quote will be considered accepted if received before the Expiration Date noted above.

To accept this quote, please submit a signed and dated copy of this Quote, Attn: {Sales Consultant noted above}, via one of the methods below:

E-mail: [poblsalesops@pearson.com](mailto:poblsalesops@pearson.com)  
 OR  
 Fax: 410-630-4931

**Authorized by:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of Commitment Forms for the Education Service Center Region 20 Services for 2021-2022

**PURPOSE:**         PRESENTATION/DISCUSSION  
                       DISCUSSION/ACTION

**REQUESTED BY:** Larry A. Garza, Associate Superintendent/CFO, Financial Services and Business Operations

**PRESENTER:**        Larry A. Garza

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Education Service Center Region 20 provides services and support through Cooperatives such as, Purchasing, Education Resources, Gifted & Talented, Bilingual & ESL, Bus Driver Exams, Living Science Materials and other support services.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolve that the Board approve the commitment forms and the estimated cost of \$ 233,604.30 (Local & Federal Funds) for ESC Region 20 services for 2021-2022 as presented.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

Local and Federal Funds

### **IV. 2021-2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**Region 20 Commitments for 2021-2022**

Exhibit 1

| <b>Person Responsible</b>          | <b>Commitment Name</b>                                       | <b>Budget Code</b>   | <b>2020-21 Commitment Amount</b> | <b>2021-22 Commitment Amount</b> | <b>Increase/ (Decrease)</b> |
|------------------------------------|--|--|----------------------------------|----------------------------------|-----------------------------|
| Edward Romero                      | 2013 Purchasing Cooperative - Option I Gen. Supplies         | 199-41-6239-00-743-X-99-000                                | \$876.00                         | \$876.00                         | \$0.00                      |
| Edward Romero                      | 2013 Purchasing Cooperative Option II                        | 199-41-6239-00-743-X-99-000                                | \$772.00                         | \$772.00                         | \$0.00                      |
| Nathan Graf                        | Bus Driver Physical Exam                                     | 162-34-6219-00-885-X-99-000                                | \$26,000.00                      | \$26,000.00                      | \$0.00                      |
| Nathan Graf                        | Drug & Alcohol Cooperative                                   | 162-34-6239-01-885-X-99-000                                | \$15,000.00                      | \$15,000.00                      | \$0.00                      |
| Larry A. Garza                     | Business Management Cooperative - (Finance Dept.)            | 199-53-6239-00-995-X-99-000                                | \$3,200.00                       | \$3,200.00                       | \$0.00                      |
| Larry A. Garza                     | Audit Trail of Maintenance Transactions - Business           | 199-53-6239-00-995-X-99-000                                | \$3,045.00                       | \$0.00                           | (\$3,045.00)                |
| Kenneth Thompson<br>Larry A. Garza | ITCCS Core Services  | 199-53-6239-95-950-X-99-032<br>199-53-6239-00-995-X-99-000 | \$692,065.20                     | \$0.00                           | (\$692,065.20)              |
| Kenneth Thompson<br>Larry A. Garza | Remote Job Entry/Network Job Entry                           | 199-53-6239-95-950-X-99-032<br>199-53-6239-00-995-X-99-000 | \$18,675.00                      | \$0.00                           | (\$18,675.00)               |
| Kenneth Thompson<br>Larry A. Garza | Job Submission Business and Student                          | 199-53-6239-95-950-X-99-032<br>199-53-6239-00-995-X-99-000 | \$15,180.00                      | \$0.00                           | (\$15,180.00)               |
| Kenneth Thompson                   | Audit Trail of Maintenance Transactions - Student            | 199-53-6239-00-995-X-99-000                                | \$0.00                           | \$0.00                           | \$0.00                      |
| Kenneth Thompson                   | Zoom EDU License   | 197-11-6239-65-950-X-11-ZOM<br>199-XX-6239-65-XXX-X-99-ZOM | \$0.00                           | \$63,000.00                      | \$63,000.00                 |
| Patty Salzmann                     | TEKSBank Test Generator                                      | 164-13-6239-00-875-X-30-000                                | \$0.00                           | \$38,248.75                      | \$38,248.75                 |
| Patty Salzmann                     | Related Services Cooperative, Special Education              | 224-21-6239-91-886-X-23-000                                | \$100.00                         | \$100.00                         | \$0.00                      |
| Patty Salzmann                     | Bilingual and ESL Cooperative                                | 163-13-6239-00-830-X-25-000                                | \$14,175.00                      | \$0.00                           | (\$14,175.00)               |
| Patty Salzmann                     | College Prep Course Partnership                              | 165-13-6239-00-878-X-21-803                                | \$1,250.00                       | \$1,250.00                       | \$0.00                      |
| Patty Salzmann                     | Educational Resources Cooperative - Living Science Materials | 199-11-6239-17-881-X-11-803                                | \$67,457.55                      | \$67,457.55                      | \$0.00                      |
| Patty Salzmann                     | G/T Services Cooperative                                     | 165-13-6239-00-849-X-21-000                                | \$9,700.00                       | \$9,700.00                       | \$0.00                      |
| Patty Salzmann                     | Counselor Cooperative  | 199-31-6239-95-860-X-99-803                                | \$4,000.00                       | \$4,000.00                       | \$0.00                      |
| Gloria Davis                       | Student Health & Safety Coop                                 | 199-33-6239-00-890-X-99-000                                | \$4,000.00                       | \$4,000.00                       | \$0.00                      |
| <b>GRAND TOTALS</b>                |  |  | <b>\$875,495.75</b>              | <b>\$233,604.30</b>              | <b>-\$641,891.45</b>        |

**SAISD BOARD AGENDA SUMMARY FORM**

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**AGENDA TITLE:** **Approval of the Renewal of the Facility Use Agreement between SAISD and the National American Red Cross (Red Cross)**

**PURPOSE:**             **PRESENTATION/DISCUSSION**  
                              **DISCUSSION/ACTION**

**REQUESTED BY:** Willie Burroughs, Chief Operation Officer

**PRESENTER:**        Kedrick Wright, Deputy Chief Operations Officer

**MEETING DATE:** August 16, 2021

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the Renewal of the Facility Use Agreement between SAISD and the National American Red Cross, a non-profit corporation chartered by the United States Congress. If found acceptable, the Board will permit the Red Cross to use and occupy the facility (campuses) on a temporary basis to conduct emergency, disaster-related activities.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Be it resolved that the Board approve the Facility Use Agreement as described in the attached Terms and Conditions as stated in the document with the list of the nineteen (19) campus locations for a three (3) year term with the recommendation and approval to authorize the Superintendent execute the renewal agreement.

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

**IV. 2021-2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.



# Facility Use Agreement

Disaster Cycle Services Job Tools  
Deploy Materials Workers & Technology / Facility Management



The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

### Parties and Facility

**Owner:**

|  |  |
|--|--|
| Full Name of Owner   | SAN ANTONIO INDEPENDENT SCHOOL DISTRICT    |
| Address  | 514 W. Quincy Street SAN ANTONIO, TX 78210 |
| 24-Hour Point of Contact<br>Name and Title<br>Work Phone<br>Cell Phone | Leticia Mejia –<br>210-554-2420 ext 43129  |
| Address for Official Notices (only if different from above address)    |  |

**Red Cross:**

|  |  |
|--|--|
| Chapter Name   | SAN ANTONIO AREA CHAPTER   |
| Chapter Address  | 3642 E. HOUSTON ST. SAN ANTONIO, TX 78219  |
| 24-Hour Point of Contact<br>Name and Title<br>Work Phone<br>Cell Phone | Eugenio Cortez – Facility Manager<br>210-288-3978  |
| Address for Official Notices   | American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031 |

**Facility:**

|   |
|---|
| <p>Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.</p> |
| SEE ATTACHED LIST   |

### Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

| <b>Facility Purpose</b>   | <b>Owner Initials</b> | <b>Red Cross Initials</b> |
|---|-----------------------|---------------------------|
| Service Center (Operations, Client Services, or Volunteer Intake) |                       |                           |
| Storage of supplies   |                       |                           |
| Parking of vehicles   |                       |                           |
| Disaster Shelter  | <b>X</b>              | <b>X</b>                  |

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
9. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:
- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
  - b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
  - c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

|                | Owner Initials | Red Cross Initials |
|----------------|----------------|--------------------|
| Water          | X              | X                  |
| Gas            | X              | X                  |
| Electricity    | X              | X                  |
| Waste Disposal |                |                    |

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
  - e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.
10. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.
11. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
12. **Term:** The term of this agreement begins on the date of the last signature below and ends on January 31, 2024. This agreement can be terminated anytime with a written notice 30 days before by either party party.



Facility Use Agreement

X \_\_\_\_\_  
Owner (Legal Name)

X \_\_\_\_\_  
By (Signature)

X \_\_\_\_\_  
Name (Printed)

X \_\_\_\_\_  
Title

X \_\_\_\_\_  
Date

The American National Red Cross  
\_\_\_\_\_  
SAN ANTONIO AREA CHAPTER

X \_\_\_\_\_  
By (Signature)

X \_\_\_\_\_  
Name (Printed)

X \_\_\_\_\_  
Title

X \_\_\_\_\_  
Date

## LIST OF SAN ANTONIO ISD SHELTERS

LONGFELOW MS 1130 E. SUNSHINE

TWAIN DUAL LANGUAGE 2411 SAN PEDRO

EDISON HS 701 SANTA MONICA

FOX TECH 637 N. MAIN ST.

LANIER HS 1514 CESAR CHAVEZ BLVD

LOWELL MS 919 THOMPSON PL

JEFFERSON HS 723 DONALDSON AVE

IRVING DUAL LANGUAGE ACADEMY 1300 DELGADO

TAFOLLA MS 1303 CESAR CHAVEZ BLVD

ROGERS MS 314 GALWAY

RHODES MS 3000 TAMPICO

HIGHLAND HS 3118 ELGIN AVE

HARRIS MS 325 PRUITT AVE

BRACKENRIDGE HS 400 EAGLELAND DR.

POE MS 814 ARANSAS

YOUNG WOMEN'S LEADERSHIP ACADEMY (YWLA) 401 BERKSHIRE

BURBANK HS 1002 EDWARDS ST.

SAM HOUSTON HS 4835 E. HOUSTON

DAVIS MS 4702 E. HOUSTON ST

**SAISD BOARD AGENDA SUMMARY FORM**

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**AGENDA TITLE:** Approval for Classroom Furniture at Bonham Academy

**PURPOSE:**             PRESENTATION/DISCUSSION  
                              DISCUSSION/ACTION

**REQUESTED BY:** Willie Burroughs, Chief Operations Officer

**PRESENTER:**        Kedrick Wright, Deputy Chief Operations Officer

**MEETING DATE:** August 16, 2021

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve staff’s recommendation to award a contract to Alamo Classroom Solutions for classroom furniture at James Bonham Academy.

SAISD Board Policy CV (LOCAL) delegates to the Superintendent or designee the authority to determine the appropriate project delivery and contract award method for construction that provides the best value to the District. Request for competitive quotes through participating Cooperative Agreements was the procurement method for this project. SAISD received four responses from qualified firms.

Alamo Classroom Solutions has provided the lowest qualified quote within available budget and is a SAISD vendor under IFB #18-085(RC).

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board approve the recommended proposal for the classroom furniture at James Bonham Academy to Alamo Classroom Solutions and authorize the Superintendent to execute all associated contracts.

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

To be funded through Bond Funds

**Alamo Classroom Solutions**

Base Bid \$614,207.00

**IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
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| PROCUREMENT -<br>VENDOR INFORMATION | IFB / COOPERATIVE AGREEMENT |               |                |                 |               | NOTES  | Justification             | Items |
|-------------------------------------|-----------------------------|---------------|----------------|-----------------|---------------|--|---------------------------|-------|
|                                     | Cooperative Name            | Quote Number  | Agreement #    | Expiration Date | QUOTES        |  |                           |       |
| ALAMO CLASSROOM SOLUTIONS           | SAISD                       | Alamo 07/21   | IFB 18-085(RC) | 11/13/21        | \$ 614,207.00 | All bids included; includes installation and shipping.   | We recommend this vendor. |       |
| ELB US INC                          | SAISD                       | 143149        | IFB 18-085(RC) | 11/13/21        | \$ 766,912.46 | All bids included; includes installation and shipping; Seats and tabletops have 1 yr warranty on defects (Mooreco); 10 yr. structural warranty (Mooreco)   |                           |       |
| INDECO SALES                        | SAISD                       | N/A           | IFB 18-085(RC) | 11/13/21        | \$ 650,120.00 | All bids included: Installation & shipping included; Artcobell which offers limited lifetime warranty on product materials and workmanship if it was defected; Artcobell soft seating, loung and usable adjustable items are warrantied for 3 years; |                           |       |
| JR INC                              | Region 20 ESC               | 4762          | 18027          | 04/30/22        | \$ 390,541.28 | Withdrew bid   |                           |       |
| SCHOOL OUTFITTERS                   | SAISD                       | N/A           | IFB 18-085(RC) | 11/13/21        | NO BID        | Did not Bid  |                           |       |
| SCHOOL SPECIALTY                    | SAISD                       | PBD2021027845 | IFB 18-085(RC) | 11/13/21        | \$ 676,070.42 | All bids included; Installation and shipping included; Some exclusions on installation; 30days of storage included; Limited lifetime warranty on certain items; additional furniture options for Music, Theatre, and MS Hallway.                     |                           |       |

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval for Installation of a Solar Mural at Washington Elementary School

**PURPOSE:**             PRESENTATION/DISCUSSION  
                               DISCUSSION/ACTION

**REQUESTED BY:** Willie Burroughs, Chief Operations Officer

**PRESENTER:** Kamal ElHabr, Associate Superintendent

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve the installation of a solar mural at Washington Elementary School, as per Policy CW (LOCAL). The Local Initiatives Support Corporation (LISC) San Antonio Office has approached the District seeking approval to place a National Endowment for the ARTS (NEA) solar mural project at Washington Elementary. The mural's image is approximately 27'x10' solar panels that will generate renewable energy for the school and can be used as a teaching tool. The artistic image reflects Ella Austin, an African American woman who founded the Ella Austin Orphan Home. This project has received support from the campus and surrounding community.

LISC has committed to cover the full cost of fabrication and installation of approximately \$30,000.00 using NEA and private funding. The assigned contractors will coordinate site work and connectivity with campus and District staff. A rendering of the solar mural is attached.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board approve the installation of LISC solar mural at Washington Elementary School.

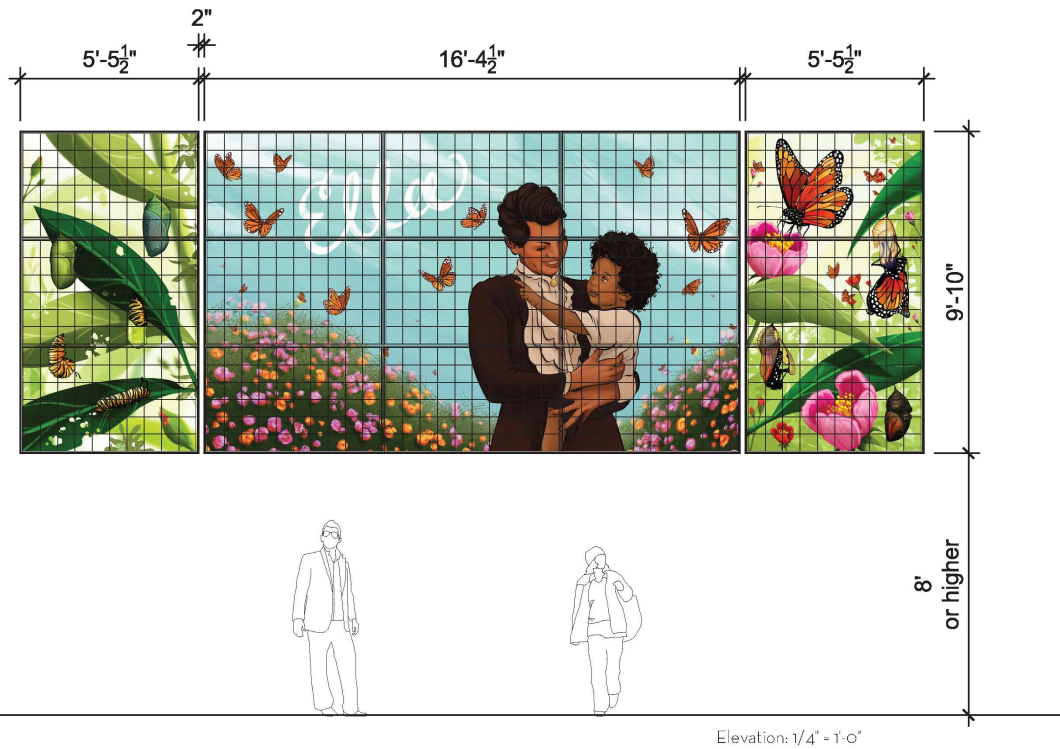
### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

N/A

### **IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
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- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

# Land Art Generator Solar Mural installation for Washington Elementary Lockhart Street Elevation



LAND ART  
**GENERATOR** RENEWABLE ENERGY CAN BE BEAUTIFUL

February 11, 2021

Land Art Generator Solar Mural installation for Washington Elementary  
Lockhart Street Elevation



## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of General Contractor for the Installation of Acoustical Panels to all Classrooms at Tafolla Middle School

**PURPOSE:**             PRESENTATION/DISCUSSION  
                               DISCUSSION/ACTION

**REQUESTED BY:** Willie Burroughs, Chief Operations Officer

**PRESENTER:** Kedrick Wright, Deputy Chief Operations Officer

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve staff’s recommendation to award a contract to DL Bandy Constructors Inc. for the renovations to install acoustical ceiling and fabric wall panels at Tafolla Middle School.

SAISD Board Policy CV (LOCAL) delegates to the Superintendent or designee the authority to determine the appropriate project delivery and contract award method for construction that provides the best value to the District. Competitive Sealed Proposal (CSP) was the procurement method for this project. SAISD Construction Services has developed a plan to complete the renovations to Install Acoustical Ceiling and Fabric Wall Panels at Tafolla using this procurement method.

RF CSP#21-031(RC) was advertised Friday, June 18, 2021 and Monday, June 21, 2021. SAISD received three responses from qualified firms. A Committee of two SAISD staff members and one project architect evaluated the responses. The Evaluation Committee met on July 20, 2021 to combine scores and rank the qualified firms. Based on Committee’s recommendation, BL Bandy Constructors, Inc. was listed for final selection.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board approve the recommended proposal for the Installation of Acoustical Ceiling and Fabric Wall Panels at Tafolla to BL Bandy Constructors Inc. and to authorize the Superintendent to execute all associated contracts.

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

To be funded through 2016 Bond Funds

DL Bandy

---

|                   |    |            |
|-------------------|----|------------|
| Base Bid          | \$ | 505,000.00 |
| Owner Contingency | \$ | 35,000.00  |
| Total Award       | \$ | 540,000.00 |

**IV. 2021-2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

**PROJECT NAME: Installation of Fabric Covered Acoustical Panels in all Classrooms at Tafolla Middle School.**

|   |   |              |                             |                             |                                     |
|---|---|--------------|-----------------------------|-----------------------------|-------------------------------------|
| Estimated Construction Budget \$750,000.00 which includes \$10,000.00 Contractor Contingency. |   |              | <b>Contractor #1</b>        | <b>Contractor #2</b>        | <b>Contractor #3</b>                |
| <b>Cat.</b>   | <b>Description</b>  | <b>NOTES</b> | <b>AMG Contractors, LLC</b> | <b>Azteca Designs, Inc.</b> | <b>D.L. Bandy Contractors, Inc.</b> |
|   | <b>BID TABULATION:</b>  |              |                             |                             |                                     |
|   | <b>Base Proposal which includes \$10,000 Contractor Contingency</b> |              | \$521,966                   | \$701,645                   | \$505,000                           |
|   |   |              |                             |                             |                                     |
|   | <b>TOTAL BASE</b>   |              | \$521,966                   | \$701,645                   | \$505,000                           |

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval for Installation of Two Portable Classroom Buildings at Young Women’s Leadership Academy (YWLA)

**PURPOSE:**             PRESENTATION/DISCUSSION  
                               DISCUSSION/ACTION

**REQUESTED BY:** Willie Burroughs, Chief Operations Officer

**PRESENTER:**        Kedrick Wright, Deputy Chief Operations Officer

**MEETING DATE:** August 16, 2021

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### **I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

The Board is requested to approve staff’s recommendation to award the installation of two classroom portable buildings at Young Women’s Leadership Academy (YWLA) to Palomar Modular Buildings.

SAISD Board Policy CV (LOCAL) delegates to the Superintendent or designee the authority to determine the appropriate project delivery and contract award method for construction that provides the best value to the District. Request for competitive quotes through participating Cooperative Agreements was the procurement method for this project. SAISD received three responses from qualified firms.

Palomar Modular Buildings has provided the lowest qualified quote within available budget and is a member of Interlocal Purchasing System (Buyboard) Contract #637-21.

### **II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

Resolved that the Board approve the recommended proposal for the installation of (2) classroom portables at Young Women’s Leadership Academy (YWLA) to Palomar Modular Buildings and authorize the Superintendent to execute all associated contracts.

### **III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**

To be funded through 2020 Bond Funds

#### Palomar Modular Buildings

|                     |    |            |
|---------------------|----|------------|
| Base Bid            | \$ | 449,079.80 |
| Owner’s Contingency | \$ | 51,000.00  |
| Total Award         | \$ | 500,079.80 |

**IV. 2021-2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

| PROCUREMENT -<br>VENDOR INFORMATION | COOPERATIVE AGREEMENT |              |               |              |                    | NOTES |
|-------------------------------------|-----------------------|--------------|---------------|--------------|--------------------|-------|
|                                     | Cooperative Name      | Agreement #  | BASE BID      | ALLOWANCE    | TOTAL PO<br>AMOUNT |       |
| PALOMAR MODULAR BUILDINGS           | BUYBOARD              | 637-21       | \$ 419,079.80 | \$ 30,000.00 | \$ 449,079.80      |       |
| ARIES BUILDING SYSTEMS              | CHOICE PARTNERS       | 18/061 JN-01 | \$ 504,180.00 | \$ 30,000.00 | \$ 534,180.00      |       |
| DODSON/ DHMSA CONSTRUCTION          | BUYBOARD              | 637-21       | \$ 456,545.00 | \$ 30,000.00 | \$ 486,545.00      |       |
| MOBILE MODULAR                      |                       |              | NO BID        |              |                    |       |
| MODSPACE                            |                       |              | NO RESPONSE   |              |                    |       |
| WILLIAMS SCOTSMAN                   |                       |              | NO RESPONSE   |              |                    |       |

## C13-C, QUOTE COMPARISON - GOODS AND/OR SERVICES

**Requestor Name:** Nkonye Adaikpoh  
**Submission Date:** 07/19/21

**Department Name:** Construction Services  
**Description of Good/Service:** YWLA Secondary - Portables Installation

|  |     |              | Company                             |              | Company   |              | Company                     |              |
|--|-----|--------------|-------------------------------------|--------------|---|--------------|-----------------------------|--------------|
| <b>Provider Name:</b>                                  |     |              | Palomar Modular Buildings           |              | Dodson House Moving, LLC-DHMSA Construction , LLC |              | Aries Building Systems      |              |
| <b>Sales Representative/Contact:</b>                   |     |              | Jade Pulfer                         |              | Eli Garza   |              | Ezra Lyon                   |              |
| <b>Phone:</b>  |     |              | 469-727-0727 ext. 133               |              | 210-394-0609                                      |              | 409.539.0489                |              |
| <b>Quote Date:</b>                                     |     |              | 07/16/21                            |              | 07/16/21  |              | 07/16/21                    |              |
| <b>Other Information: (Bid, Contract, Cooperative)</b> |     |              | Buyboard 637-21                     |              | Buyboard 637-21                                   |              | Choice Partners 18/061JN-01 |              |
| Description  | Oty | Unit Measure | Unit Price                          | Total        | Unit Price  | Total        | Unit Price                  | Total        |
| Base Bid   | 1   |              | \$419,079.80                        | \$419,079.80 | \$456,545.00                                      | \$456,545.00 | \$504,180.00                | \$504,180.00 |
| Contingency  | 1   |              | \$30,000.00                         | \$30,000.00  | \$30,000.00                                       | \$30,000.00  | \$30,000.00                 | \$30,000.00  |
|  |     |              |                                     | \$0.00       |   | \$0.00       |                             | \$0.00       |
|  |     |              |                                     | \$0.00       |   | \$0.00       |                             | \$0.00       |
| <b>Total:</b>  |     |              |                                     | \$449,079.80 |   | \$486,545.00 |                             | \$534,180.00 |
| <b>Recommended Provider (√):</b>                       |     |              | <input checked="" type="checkbox"/> |              | <input type="checkbox"/>                          |              | <input type="checkbox"/>    |              |

\*Additional information for pricing may be attached to this form.

**Basis of Award (Check One):**

- Lowest Price Proposal  
 Best Value (Please provide descriptive Vendor selection justification below i.e. additional services, free

Palomar Modular Buildings has done previous modular building installation at Woodlawn Academy and is well equipped to procure and manufacture new building within requested time frame.

Department Head/Principal Signature:

  
 \_\_\_\_\_  
 Signature

07/19/21

\_\_\_\_\_  
 Date

Authorized Purchasing Agent Signature:

  
 \_\_\_\_\_  
 Signature

7/19/21  
 \_\_\_\_\_  
 Date

NOTE: This form is required to compare pricing for purchases valued under \$10,000 from a minimum of **one (1)** "Bid Vendors", if available, and **two (2)** "Bid Vendors" for purchases between \$10,000-\$49,999 or **three (3)** bids from "Non-Bid Vendors" if no contract is available. For a list of Board Approved contracts, click here <https://livesaisd.sharepoint.com/sites/purchasing/Awarded%20Memos>.

Please attach Company quotes on current letterhead with this form. Ref. SAISD Admin Procedure C-13.

REV. 9/2020

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards

**PURPOSE:** [ ] PRESENTATION/DISCUSSION  
[X] DISCUSSION/ACTION

**REQUESTED BY:** Willie Burroughs, Chief Operations Officer

**PRESENTER:** Willie Burroughs

**MEETING DATE:** August 16, 2021

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**I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL**

Procurement Services' Recommendations to Board of Trustees for August 16, 2021.

**II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED**

1. The Board is requested to approve the purchase and installation of one 145 ton air cooled chiller for Forbes Academy. This purchase will provide cooling for this campus for the safety of students and staff.
  - Recommended by: Construction and Development Services
  - Submitted by: Victor Valdez
  - Selection Method: Sourcewell Purchasing Cooperative, Contract #030817-JHN
  - Contract Term: Period covering August 17, 2021 through November 17, 2021
  - Funding Source: Bond – 661-81-6629-00-124-1-99-xxx

**VENDOR**  
JCI/York

**AWARD AMOUNT**  
\$150,760 approximately

2. The Board is requested to increase the expenditure for Smart Snacks. This purchase was originally approved in the amount of \$1,111,405 on May 18, 2020. Be resolved that the Board approve increasing the expenditure to \$1,500,000. This purchase will provide food and snack items to all campus cafeterias District-wide on an “as needed” basis.
- Recommended by: Child Nutrition Services
  - Submitted by: Dr. Jennifer Sides
  - Selection Method: Invitation for Bid – IFB #20-020(VC)
  - Contract Term: Period covering August 17, 2021 through June 30, 2022 with the option to renew for four (4) additional one year periods
  - Funding Source: Federal – 240-35-6341-03-887-2-99-0-00

**VENDOR**

The Masters Distribution

**AWARD AMOUNT**

\$1,500,000 (annually) approximately

3. The Board is requested to approve the purchase of STAAR Prep Materials for English I, English II, 8<sup>th</sup> grade Social Studies and US History. This purchase will be used district-wide for intervention and remediation to prepare students for state assessments in the courses.
- Recommended by: Curriculum and Instruction
  - Submitted by: Kendra Doyle
  - Selection Method: ESC 20 Purchasing Cooperative, Contract #18030
  - Contract Term: Period covering August 17, 2021 through November 1, 2021
  - Funding Source: Local – 164-11-6339-02-xxx-xx-873 - \$14,800  
164-11-6339-65-xxx-xx-873 - \$22,200  
164-11-6339-00-xxx-xx-874 - \$30,400

**VENDOR**

Sirius Education Solutions

**AWARD AMOUNT**

\$67,400 approximately

4. Request to approve the ratification of the purchase and installation of New Distech Controls at Bonham Academy. The current system does not allow for controlling the environment in each individual classroom, only by zones. This purchase will provide cooling for this campus for the safety of students and staff.
- Recommended by: Facilities Services
  - Submitted by: Mario Davila
  - Selection Method: Buyboard Purchasing Cooperative Contract #631-20
  - Contract Term: Period covering May 21, 2021 through August 21, 2021
  - Funding Source: Bond – 661-81-6629-00-107-1-99-N-31

**VENDOR**

HTS Texas

**AWARD AMOUNT**

\$218,500 approximately

5. The Board is requested to approve the purchase of HVAC, building maintenance, and facility support repair, installation, operation supplies and equipment. This purchase will provide repairs for District-wide use on an “as needed” basis.
- Recommended by: Facilities Services
  - Submitted by: Aaron Stein
  - Selection Method: Various Cooperatives
  - Contract Term: Period covering August 17, 2021 through June 30, 2022
  - Funding: Local – XXX-X1-62XX-XX-XXX-X99-XXX - TBD  
                   Local – XXX-X1-63XX-XX-XXX-X99-XXX – TBD  
                   Bond – XXX-X1-66XX-XX-XXX-X99-XXX – TBD - Bond 2016 and Bond 2020

**VENDORS**

**AWARD AMOUNT**

|  |                           |
|--|---------------------------|
| AIRCO Mechanical – Buyboard #638-21                  | \$6,360,000 approximately |
| AJ Monier – JISD #18-23                              |                           |
| Alterman Management Group – Buyboard #638-21         |                           |
| BC Solutions dba Amcon Controls – NEISD #133-18      |                           |
| Buckeye Cleaning Center – NEISD #57-20               |                           |
| CAPP USA – Buyboard #631-20                          |                           |
| Carrier Corporation – Buyboard #631-20               |                           |
| Carrier Enterprises – Buyboard #631-20               |                           |
| Crawford Electric – NEISD #16-18                     |                           |
| Dewinne Equipment Company – Buyboard #611-20         |                           |
| Facility Solutions Group – Buyboard #638-21          |                           |
| Filters4air (Filtration Products) – Region 20 #18027 |                           |
| Fox Commercial Services – Buyboard #577-18           |                           |
| Garratt-Callahan Company – NEISD #21-21              |                           |
| Gillette Air Conditioning- Buyboard #638-21          |                           |
| Grainger – TX-MAS #18-51V06                          |                           |
| Gulf Coast Paper Company – NEISD #03-19              |                           |
| Hill Country Electric – Buyboard #577-18             |                           |
| Home Depot – OMNIA #16154                            |                           |
| Insc0 Distributing – NEISD #133-18                   |                           |
| Johnson Controls – Sourcewell #030817-JHN            |                           |
| Klecka Electric Company – NEISD #22-21               |                           |
| Larry Wunsch & Associates – NEISD #92-18             |                           |
| LED Electric – Buyboard #602-20                      |                           |
| Lonestar Armature – NEISD #133-18                    |                           |
| Massengale Armature – Buyboard #589-19               |                           |
| MB Dustless Air Filter – Buyboard #631-20            |                           |
| Mechanical Maintenance of Texas – NEISD #27-19       |                           |
| Opiela Mechanical, Inc. – NEISD #22-21               |                           |
| Rexel USA – NEISD #57-20                             |                           |
| Safeway Supply – NEISD #49-20                        |                           |
| Sherwin Williams – NEISD #113-19                     |                           |
| Texas Chiller Systems – TXMAS - #18-03FAC04          |                           |
| Texas Lighting, NEISD #22-21                         |                           |

Trane – Omnia #15-JLP-023  
Tree Service of San Antonio – SAISD #17-047  
Winston Water Cooler – Buyboard #577-18

6. The Board is requested to increase the expenditure for Uniforms, Apparel and Accessories for all areas of Fine Arts. This purchase was originally approved in the amount of \$230,000 on May 21, 2018. Be resolved that the Board approve increasing the expenditure to \$400,000. This purchase will purchase uniforms and accessories which include band, mariachi, orchestra, choir, spirit and dance for District-wide on an “as needed” basis.
- Recommended by: Fine Arts
  - Submitted by: Daniel Loudenback
  - Selection Method: Invitation for Bid – IFB #18-020(RC)
  - Contract Term: Period covering August 17, 2021 through June 30, 2022 with the option to renew for three (3) additional one year periods
  - Funding Source: Federal – 240-35-6341-03-887-2-99-0-00

**VENDORS**

**AWARD AMOUNT**

A Wish Come True  
Algy Costumes & Uniforms  
American Harlequin Corp.  
Aztec Promotional Group  
Barcelona Sporting Goods  
Big Star Branding, Inc.  
Cheerleading Company  
Costumes by Dusty, Inc.  
Dance Sophisticates  
DeMoulin Brothers & Company  
Director’s Assistant  
Down Patt, Midlothian  
Floyette Originals, Inc.  
Formal Fashions, Tempe  
Fred J. Miller, Inc.  
Fruhauf Uniforms, Inc.  
Getpoms.com  
Gibson Costume Shop, Inc.  
Ginger Snaps Apparel  
Graphics Store  
GTM Sportswear  
Happy Feet, Inc.  
Leapin Leotards  
Lulu Bells, LLC  
Pepwear, LLC  
PxP Solutions, LLC  
RGV Mariachi Warehouse  
Stanbury Uniforms, Inc.  
Team Go Figure

\$400,000 approximately

Teamleader  
 Texas Motion Sports  
 The Costume Closet  
 The Mariachi Connection  
 Tote Unlimited  
 Varsity Spirit Fashion  
 Zwear, San Antonio

7. The Board is requested to approve the purchase of Membership Costs and Fees related to International Baccalaureate Program authorization, implementation, evaluation, examination and professional development. This purchase will support students and staff at Briscoe, Burbank HS, Fenwick Academy, Harris MS, Huppertz ES, Jefferson HS, Longfellow MS, Woodlawn Academy and Woodlawn Hills ES on an “as needed” basis.

- Recommended by: Office of School Leadership, All Levels, IB
- Submitted by: Penelope Tschirhart
- Selection Method: Sole Source
- Contract Term: Period covering August 17, 2021 through August 31, 2022
- Funding:
  - Local - 196-11-6495-70-112-11-8-40 - \$ 8,520
  - 196-11-6495-70-123-11-8-40 - \$ 8,520
  - 196-11-6495-70-175-11-8-40 - \$ 8,094
  - 196-11-6495-70-176-11-8-40 - \$ 8,520
  - 196-11-6495-71-002-11-8-40 - \$ 9,547
  - 196-11-6495-71-007-11-8-40 - \$ 9,547
  - 196-11-6495-71-047-11-8-40 - \$10,050
  - 196-11-6495-71-123-11-8-40 - \$ 9,500
  - 196-11-6495-71-175-11-8-40 - \$ 9,624
  - 196-11-6495-72-002-11-8-40 - \$11,147
  - 196-11-6495-72-007-11-8-40 - \$11,147
  - 196-11-6495-75-050-11-8-40 - \$10,050
  - 196-11-6495-75-139-11-8-40 - \$ 8,520

| <u>VENDOR</u>                            | <u>AWARD AMOUNT</u>     |
|--|-------------------------|
| International Baccalaureate Organization | \$122,786 approximately |

**III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT**  
 N/A

**IV. 2021 - 2022 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

- SAISD students will demonstrate respectful behavior and perform at or above grade level. All secondary students will be encouraged to participate in extracurricular, leadership or public service activities.
- SAISD will engage families and the community to be active partners in the education of our children.
- SAISD will recognize the outstanding achievements of our students, staff and community members.
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated so that he or she is prepared to be a contributing member of the community.

### PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: \_\_\_\_\_  
Purchase and installation of one 145 Ton Air Cooled chiller

2. How will goods and/or services be used? (List Campus/Grades impacted): \_\_\_\_\_  
Forbes Academy

3. Submitted by: Victor Valdez Construction and Development Services 07/13/2021  
Printed Name Department Date

4. Recommended Vendor(s): Company Name: JCI/York  
Address: 3360 Thousand Oaks Suite 216  
City/State/Zip: San Antonio, TX 78247  
Phone No: (210) 524-7089  
Point of Contact: Michael A Cervera  
E-mail Address: Michael.A.Cervera@jci.com  
*(Use a separate sheet to identify multiple vendors)*

5. Selection Method Used: (check one)  
 Competitive Purchase (RFP, RFQ, IFB), Contract #: \_\_\_\_\_  
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: Sourcwell #030817  
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: \_\_\_\_\_  
 Professional Services Contract Expiration Date: 05/08/2022  
 Sole Source  
 Other

6. Purchase valid from: 08/17/2021 through: 11/17/2021

7. For Competitive Purchases Only: Renewals: Yes \_\_\_\_\_ No X  
No. of Renewals: \_\_\_\_\_

8. Type of Request: (check one)  
 One-Time Purchase  
 Purchase throughout the school year or on an "as needed" basis  
 Expenditure

9. Total Cost for Goods and/or Services to be Purchased: \$ 150,760.00  
*Approximately*

10. Funding Source(s) – check all that apply: Federal \_\_\_\_\_ State \_\_\_\_\_ Local \_\_\_\_\_ Bond X  
Provide Budget Codes & Descriptions: \_\_\_\_\_  
661-81-6629-00-124-1-99-XXX

11. Provide a copy of General Ledger Inquiry showing corresponding balances.



12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

- 1) C & I (Goods, Materials, Services) \$ 0
- 2) Facilities (Additional Space, Infrastructure, Utilities) \$ 0
- 3) Transportation (Additional Routes) \$ 0
- 4) HR (Additional Staff) \$ 0
- 5) Technology (Cabling/Equipment, etc.) \$ 0
- 6) Vehicle Insurance (Director, Employee Benefits signs below) \$ 0

|   |                  |           |
|---|------------------|-----------|
| <u>Victor Valdez</u>  | victor valdez    | 7/13/2021 |
| Requestor Signature   | Type Name        | Date      |
| _____   | _____            | _____     |
| Sr. Executive Director/Executive Director Signature         | Type Name        | Date      |
| _____   | _____            | _____     |
| Associate Superintendent/Assistant Superintendent Signature | Type Name        | Date      |
| _____   | _____            | _____     |
| Deputy Superintendent Signature                             | Type Name        | Date      |
| <u>Edward Romero</u>  | Edward M. Romero | 7/13/2021 |
| Director of Operations, Business Services Signature         | Type Name        | Date      |

**COORDINATION CONDUCTED WITH (if required):**

|  |                       |           |
|--|-----------------------|-----------|
| <u>Willie J. Burroughs</u>   | Willie Burroughs      | 7/14/2021 |
| Chief Operations Officer, Operations Services Division Signature     | Type Name             | Date      |
| _____  | _____                 | _____     |
| <u>Larry D Garza</u>   | Larry Garza           | 7/16/2021 |
| Associate Superintendent, Financial Svs. & Bus. Operations Signature | Type Name             | Date      |
| _____  | _____                 | _____     |
| _____  | Dr. Kenneth Thompson  | _____     |
| Chief Technology Officer, Technology & MIS Signature                 | Type Name             | Date      |
| _____  | _____                 | _____     |
| _____  | Mohammed A. Choudhury | _____     |
| Chief Strategy, Talent, & Innovation Officer Signature               | Type Name             | Date      |
| <u>Kedrick Wright</u>  | Kedrick Wright        | 7/13/2021 |
| Deputy Chief Operations Officer, Construction Services Signature     | Type Name             | Date      |
| _____  | _____                 | _____     |
| _____  | Lorena Rios           | _____     |
| Director, Employee Benefits, Risk Management & Safety Signature      | Type Name             | Date      |

Revised: April 8, 2021

Reviewed By: RC



### PRICING and Selection

All pricing is FOB Factory, with full freight allowed to jobsite, not including any taxes, fees or storage.

Prices quoted is valid for 90 days.

### **Sourcewell Contract #030817-JHN**

| SAISD Forbes Elementary Summer 2021 Chiller Replacement |             |  |               |
|---|-------------|--|---------------|
| Chiller Type  | Screw       |  | Scroll Option |
| York Model  | YVAA0153    |  | YLAA0155SE    |
| Build   | Factory     |  | Stock         |
| Avialbility/Lead Time                                   | 18 Weeks    |  | Mid July      |
| Actual Tonnage of existing Carrier                      | 145         |  | 145           |
| York Tons @ AHRI 54/44 @ 95 F OA                        | 154.1       |  | 145.3         |
| EER and IPLV Specfied                                   | 10.1/14.00  |  |               |
| York EER and IPLV @AHRI                                 | 10.24/17.45 |  | 9.71/17.81    |
| IEEC 2015 Path Rating                                   | A           |  | B             |
| Sound Package   | Yes         |  | No            |
| Sound LWA at Full Load                                  | 98 db       |  | 97db          |
| MCA/Max Fuse at design                                  | 264/350     |  | 311/350       |
| Hail Guards   | Full        |  | Top Half      |
| BACnet E-link for BAS                                   | Yes         |  | Yes           |
| Price Base Bid Chiller & Install                        | \$147,700   |  | \$118,000     |
| 4 Year added P&L Warranty                               | \$8,221     |  | \$13,244      |
| 4 Year Compressor Parts only add                        | \$2,430     |  | \$2,750       |
| 4 Year added Service Agreement add                      | \$15,950    |  | \$15,950      |

Added Cost for Payment and Performance Bond is \$816.

Thank you for the opportunity to be of service

*Michael A Cervera*

Account Executive

Johnson Controls, Inc.

(210) 394-2997



291  
"Exceeding Your Expectations"

**Forbes ES Proposal Breakdown**

| <b>Trane</b>        |                     | <b>York / JCI</b>   |                        |
|---------------------|---------------------|---------------------|------------------------|
| 145 Ton Chiller     | \$ 109,796.00       | 145 Ton Chiller     | \$ 118,000.00          |
| Bonds               |                     | Bonds               | \$ 816.00              |
| 5 Yr Parts/Warranty | \$ 11,500.00        | 5 Yr Parts/Warranty | \$ 13,244.00           |
| 5Yr Compressor Wty  | \$ 3,300.00         | 5Yr Compressor Wty  | \$ 2,750.00            |
| 5 Yr Service        | <u>\$ 21,485.00</u> | 5 Yr Service        | <u>\$ 15,950.00</u>    |
| Total               | \$ 146,081.00       | Total               | \$ 150,760.00          |
| <b>Lead Time</b>    | <b>18 Weeks</b>     | <b>Lead Time</b>    | <b>Mid August 2021</b> |

**RECOMMENDED**

### PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: IFB #20-020 (VC) Smart snacks Increase originally board approved May 18, 2020 Funding increasing originally approved \$1,111,405 requesting increase to \$1,500,000

2. How will goods and/or services be used? (List Campus/Grades impacted): To provide food and snack items to all cafeterias district-wide

3. Submitted by: Dr. Jennifer Sides Child Nutrition Dept. 07/14/2021  
Printed Name Department Date

4. Recommended Vendor(s): Company Name: The Masters Distribution  
Address: 515 113th St.  
City/State/Zip: Arlington, TX 76011  
Phone No: 866-817-9596  
Point of Contact: Mike Trull  
E-mail Address: mtrull@mastersdistribution.com  
*(Use a separate sheet to identify multiple vendors)*

5. Selection Method Used: (check one)  
 Competitive Purchase (RFP, RFQ, IFB), Contract #: IFB #20-020 (VC)  
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: \_\_\_\_\_  
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: \_\_\_\_\_  
 Professional Services  
 Sole Source Contract Expiration Date: 06/30/2022  
 Other

6. Purchase valid from: 08/17/2021 through: 06/30/2022

7. For Competitive Purchases Only: Renewals: Yes  No   
No. of Renewals: 4 one year

8. Type of Request: (check one)  
 One-Time Purchase  
 Purchase throughout the school year or on an "as needed" basis  
 Expenditure

9. Total Cost for Goods and/or Services to be Purchased: \$ 1,500,000/yr  
*Approximately*

10. Funding Source(s) – check all that apply: Federal  State  Local  Bond

Provide Budget Codes & Descriptions: 240-35-6341-03-887-2-99-0-00


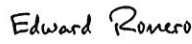
11. Provide a copy of General Ledger Inquiry showing corresponding balances.



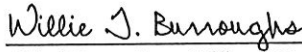
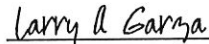
12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

- |  |      |
|--|------|
| 1) C & I (Goods, Materials, Services)                          | \$ 0 |
| 2) Facilities (Additional Space, Infrastructure, Utilities)    | \$ 0 |
| 3) Transportation (Additional Routes)                          | \$ 0 |
| 4) HR (Additional Staff)                                       | \$ 0 |
| 5) Technology (Cabling/Equipment, etc.)                        | \$ 0 |
| 6) Vehicle Insurance (Director, Employee Benefits signs below) | \$ 0 |

|   |                  |           |
|---|------------------|-----------|
| Requestor Signature   | Type Name        | Date      |
|  | Jenny Arredondo  | 7/15/2021 |
| Sr. Executive Director/Executive Director Signature                               | Type Name        | Date      |
| Associate Superintendent/Assistant Superintendent Signature                       | Type Name        | Date      |
| Deputy Superintendent Signature   | Type Name        | Date      |
|  | Edward M. Romero | 7/21/2021 |
| Director of Operations, Business Services Signature                               | Type Name        | Date      |

**COORDINATION CONDUCTED WITH (if required):**

|   |                       |           |
|---|-----------------------|-----------|
|  | Willie Burroughs      | 7/22/2021 |
| Chief Operations Officer, Operations Services Division Signature                    | Type Name             | Date      |
|  | Larry Garza           | 7/26/2021 |
| Associate Superintendent, Financial Svcs. & Bus. Operations Signature               | Type Name             | Date      |
|   | Dr. Kenneth Thompson  |           |
| Chief Technology Officer, Technology & MIS Signature                                | Type Name             | Date      |
|   | Mohammed A. Choudhury |           |
| Chief Strategy, Talent, & Innovation Officer Signature                              | Type Name             | Date      |
|   | Kedrick Wright        |           |
| Deputy Chief Operations Officer, Construction Services Signature                    | Type Name             | Date      |
|   | Lorena Rios           |           |
| Director, Employee Benefits, Risk Management & Safety Signature                     | Type Name             | Date      |

Revised: April 8, 2021

Reviewed By: RC

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: STAAR Prep materials for English I, English II, 8th Grade Social Studies and US History.

2. How will goods and/or services be used? (List Campus/Grades impacted): These resources will be used district-wide for English I, English II, 8th Grade Social Studies and US History for intervention and remediation to prepare students for state assessments in the courses.

3. Submitted by: Kendra Doyle, CIA, 07/14/2021. Printed Name, Department, Date.

4. Recommended Vendor(s): Company Name: Sirius Education Solutions, Address: 1108 Lavaca Ste., 110-197, City/State/Zip: Austin, TX 78701, Phone No: 512-715-4098, Point of Contact: Robert Westhoefer, E-mail Address: robert@siriuseducationsolutions.com.

5. Selection Method Used: (check one) Competitive Purchase (RFP, RFQ, IFB), Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Interlocal (i.e. NISD, Judson ISD, NEISD), Professional Services, Sole Source, Other. Contract #: Region 20/18030, Contract Expiration Date: 11/01/2021.

6. Purchase valid from: 08/17/2021 through: 11/01/2021

7. For Competitive Purchases Only: Renewals: Yes No X, No. of Renewals:

8. Type of Request: (check one) One-Time Purchase, Purchase throughout the school year or on an "as needed" basis, Expenditure

9. Total Cost for Goods and/or Services to be Purchased: \$67,400, Approximately

10. Funding Source(s) - check all that apply: Federal State Local X Bond. Provide Budget Codes & Descriptions: 164-11-6339-02-xxx-xx-873 \$14,800, 164-11-6339-65-xxx-xx-873 \$22,200, 164-11-6339-00-xxx-xx-874 \$30,400

11. Provide a copy of General Ledger Inquiry showing corresponding balances.



12. Additional Impact:

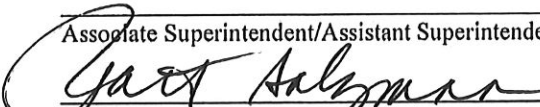
A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

|  |      |
|--|------|
| 1) C & I (Goods, Materials, Services)                          | \$ 0 |
| 2) Facilities (Additional Space, Infrastructure, Utilities)    | \$ 0 |
| 3) Transportation (Additional Routes)                          | \$ 0 |
| 4) HR (Additional Staff)                                       | \$ 0 |
| 5) Technology (Cabling/Equipment, etc.)                        | \$ 0 |
| 6) Vehicle Insurance (Director, Employee Benefits signs below) | \$ 0 |

|                     |              |           |
|---------------------|--------------|-----------|
| <u>Kendra Doyle</u> | Kendra Doyle | 7/14/2021 |
| Requestor Signature | Type Name    | Date      |

|   |           |       |
|---|-----------|-------|
| <hr/>   | <hr/>     | <hr/> |
| Sr. Executive Director/Executive Director Signature | Type Name | Date  |

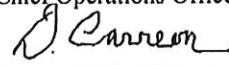
|   |           |       |
|---|-----------|-------|
| <hr/>   | <hr/>     | <hr/> |
| Associate Superintendent/Assistant Superintendent Signature | Type Name | Date  |

|   |                |           |
|---|----------------|-----------|
|  | Patti Salzmann | 7/29/2021 |
| Deputy Superintendent Signature   | Type Name      | Date      |

|   |                  |           |
|---|------------------|-----------|
| <u>Edward Romero</u>                                | Edward M. Romero | 7/21/2021 |
| Director of Operations, Business Services Signature | Type Name        | Date      |

**COORDINATION CONDUCTED WITH (if required):**

|  |                  |           |
|--|------------------|-----------|
| <u>Willie J. Burroughs</u>                                       | Willie Burroughs | 7/22/2021 |
| Chief Operations Officer, Operations Services Division Signature | Type Name        | Date      |

|   |                |           |
|---|----------------|-----------|
|  | Dottie Carreon | 7/28/2021 |
| Associate Superintendent, Financial Svcs. & Bus. Operations Signature               | Type Name      | Date      |

|  |                      |       |
|--|----------------------|-------|
| <hr/>  | Dr. Kenneth Thompson | <hr/> |
| Chief Technology Officer, Technology & MIS Signature | Type Name            | Date  |

|  |                       |       |
|--|-----------------------|-------|
| <hr/>  | Mohammed A. Choudhury | <hr/> |
| Chief Strategy, Talent, & Innovation Officer Signature | Type Name             | Date  |

|  |                |       |
|--|----------------|-------|
| <hr/>  | Kedrick Wright | <hr/> |
| Deputy Chief Operations Officer, Construction Services Signature | Type Name      | Date  |

|   |             |       |
|---|-------------|-------|
| <hr/>   | Lorena Rios | <hr/> |
| Director, Employee Benefits, Risk Management & Safety Signature | Type Name   | Date  |

Revised: April 8, 2021

Reviewed By: RC



**Sirius Education Solutions**  
 1108 Lavaca Street, Suite 110-197  
 Austin, Texas 78701  
 800.942.1379  
 billing@siriuseducationsolutions.com

# Estimate

# EST-004876

Bill To  
**San Antonio ISD**  
 ATTN: Accounts Payable  
 141 Lavaca Street  
 San Antonio, TX 78210

Estimate Date : 07/01/2021  
 Expiry Date : 09/30/2021  
 Reference# : 10989

Ship To  
 Bonham Academy  
 ATTN: Accounts Payable  
 925 S. St. Mary's Street  
 San Antonio, TX 78205

Contact Name : Joanna Cantu  
 Contact Email : jocantu@saisd.net  
 Contact Phone : (210) 554-2530

| # | Item & Description  | Qty           | Rate         | Amount             |
|---|---|---------------|--------------|--------------------|
| 1 | G8USE0 - Grade 8 Social Studies Student Edition<br>Grade 8 Social Studies Student Edition     | 610<br>Each   | 16.00        | 9,760.00           |
| 2 | G8UTE0 - Grade 8 Social Studies Teacher's Edition<br>Grade 8 Social Studies Teacher's Edition | 20<br>Each    | 0.00         | 0.00               |
| 3 | USHSE0 - U.S. History Student Edition<br>U.S. History Student Edition                         | 1,290<br>Each | 16.00        | 20,640.00          |
| 4 | USHTE0 - U.S. History Teacher's Edition<br>U.S. History Teacher's Edition                     | 43<br>Each    | 0.00         | 0.00               |
| 5 | E1SE0 - English I Student Edition<br>English I Student Edition                                | 790<br>Each   | 10.00        | 7,900.00           |
| 6 | E2SE0 - English II Student Edition<br>English II Student Edition                              | 690<br>Each   | 10.00        | 6,900.00           |
| 7 | E1DV2 - English I Digital   | 790<br>Each   | 15.00        | 11,850.00          |
| 8 | E2DV2 - English II Digital  | 690<br>Each   | 15.00        | 10,350.00          |
|   |   |               | Sub Total    | 67,400.00          |
|   |   |               | <b>Total</b> | <b>\$67,400.00</b> |

Notes Bid: Region 20 #18030

### PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Request ratification for Bonham Academy that is in need of a BAS upgrade to fully control the Learning environment in each individual classroom. The current system does not allow for controlling the environment in each individual classroom, only by zones.

2. How will goods and/or services be used? (List Campus/Grades impacted): Bonham Academy/Campus-wide

3. Submitted by: Mario Davila 934-Facilities MEP 07/14/2021  
Printed Name Department Date

4. Recommended Vendor(s): Company Name: HTS Texas  
Address: 127 W. Nakoma  
City/State/Zip: San Antonio, Texas 78216  
Phone No: 830-832-7185  
Point of Contact: Bob Calder  
E-mail Address: bob.calder@hts.com  
*(Use a separate sheet to identify multiple vendors)*

5. Selection Method Used: (check one)  
 Competitive Purchase (RFP, RFQ, IFB), Contract #: \_\_\_\_\_  
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: BuyBoard #631-20  
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: \_\_\_\_\_  
 Professional Services  
 Sole Source Contract Expiration Date: 11/30/2021  
 Other

6. Purchase valid from: 05/21/2021 through: 08/21/2021

7. For Competitive Purchases Only: Renewals: Yes \_\_\_\_\_ No   
No. of Renewals: \_\_\_\_\_

8. Type of Request: (check one)  
 One-Time Purchase  
 Purchase throughout the school year or on an "as needed" basis  
 Expenditure

9. Total Cost for Goods and/or Services to be Purchased: \$ 218,500  
*Approximately*

10. Funding Source(s) – check all that apply: Federal \_\_\_\_\_ State \_\_\_\_\_ Local \_\_\_\_\_ Bond

Provide Budget Codes & Descriptions: \_\_\_\_\_  
661-81-6629-00-107-1-99-N-31 Bonham BAS Controls

11. Provide a copy of General Ledger Inquiry showing corresponding balances.



12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

- 1) C & I (Goods, Materials, Services) \$ n/a
- 2) Facilities (Additional Space, Infrastructure, Utilities) \$ n/a
- 3) Transportation (Additional Routes) \$ n/a
- 4) HR (Additional Staff) \$ n/a
- 5) Technology (Cabling/Equipment, etc.) \$ n/a
- 6) Vehicle Insurance (Director, Employee Benefits signs below) \$ n/a

|  |                  |           |
|--|------------------|-----------|
| <u>Mario Davila</u>  | Mario Davila     | 7/16/2021 |
| Requestor Signature  | Type Name        | Date      |
| <u>Chris E. Salley</u>   | Chris Salley     | 7/16/2021 |
| Sr. Executive Director/Executive Director Signature                  | Type Name        | Date      |
| _____<br>Associate Superintendent/Assistant Superintendent Signature | Type Name        | Date      |
| _____<br>Deputy Superintendent Signature                             | Type Name        | Date      |
| <u>Edward Romero</u>   | Edward M. Romero | 7/21/2021 |
| Director of Operations, Business Services Signature                  | Type Name        | Date      |

**COORDINATION CONDUCTED WITH (if required):**

|   |                                    |           |
|---|------------------------------------|-----------|
| <u>Willie J. Burroughs</u>  | Willie Burroughs                   | 7/22/2021 |
| Chief Operations Officer, Operations Services Division Signature          | Type Name                          | Date      |
| <u>Larry D. Garza</u>   | Larry Garza                        | 7/26/2021 |
| Associate Superintendent, Financial Svcs. & Bus. Operations Signature     | Type Name                          | Date      |
| _____<br>Chief Technology Officer, Technology & MIS Signature             | Dr. Kenneth Thompson<br>Type Name  | Date      |
| _____<br>Chief Strategy, Talent, & Innovation Officer Signature           | Mohammed A. Choudhury<br>Type Name | Date      |
| _____<br>Deputy Chief Operations Officer, Construction Services Signature | Kedrick Wright<br>Type Name        | Date      |
| _____<br>Director, Employee Benefits, Risk Management & Safety Signature  | Lorena Rios<br>Type Name           | Date      |

Revised: April 8, 2021

Reviewed By: RC





12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

- 1) C & I (Goods, Materials, Services) \$ n/a
- 2) Facilities (Additional Space, Infrastructure, Utilities) \$ n/a
- 3) Transportation (Additional Routes) \$ n/a
- 4) HR (Additional Staff) \$ n/a
- 5) Technology (Cabling/Equipment, etc.) \$ n/a
- 6) Vehicle Insurance (Director, Employee Benefits signs below) \$ n/a

|  |                  |           |
|--|------------------|-----------|
| <u>Aaron Stein</u>   | Aaron Stein      | 7/16/2021 |
| Requestor Signature  | Type Name        | Date      |
| <u>Chris E. Salley</u>   | Chris Salley     | 7/16/2021 |
| Sr. Executive Director/Executive Director Signature                  | Type Name        | Date      |
| _____<br>Associate Superintendent/Assistant Superintendent Signature | Type Name        | Date      |
| _____<br>Deputy Superintendent Signature                             | Type Name        | Date      |
| <u>Edward Romero</u>   | Edward M. Romero | 7/21/2021 |
| Director of Operations, Business Services Signature                  | Type Name        | Date      |

**COORDINATION CONDUCTED WITH (if required):**

|   |                                    |           |
|---|------------------------------------|-----------|
| <u>Willie J. Burroughs</u>  | Willie Burroughs                   | 7/22/2021 |
| Chief Operations Officer, Operations Services Division Signature          | Type Name                          | Date      |
| <u>D. Carreon</u>   | Dottie Carreon                     | 7/29/2021 |
| Associate Superintendent, Financial Svcs. & Bus. Operations Signature     | Type Name                          | Date      |
| _____<br>Chief Technology Officer, Technology & MIS Signature             | Dr. Kenneth Thompson<br>Type Name  | Date      |
| _____<br>Chief Strategy, Talent, & Innovation Officer Signature           | Mohammed A. Choudhury<br>Type Name | Date      |
| _____<br>Deputy Chief Operations Officer, Construction Services Signature | Kedrick Wright<br>Type Name        | Date      |
| _____<br>Director, Employee Benefits, Risk Management & Safety Signature  | Lorena Rios<br>Type Name           | Date      |

Revised: April 8, 2021

Reviewed By: RC

San Antonio Independent School District  
 Facilities Services Department  
 Approximate Need By Org

| Org         | Vendor Name                     | Approximately |
|-------------|---------------------------------|---------------|
| 932         |                                 | \$1,505,000   |
|             | Buckeye Cleaning Center         |               |
|             | Dewinne Equipment Co.           |               |
|             | Gulf Coast Paper Co.            |               |
|             | Safeway Supply                  |               |
|             | Sunbelt Rentals                 |               |
|             | Tree Service of San Antonio     |               |
| 933         |                                 | \$150,000     |
|             | Grainger                        |               |
|             | Home Depot                      |               |
|             | Sherwin-Williams                |               |
| 934         |                                 | \$3,795,000   |
|             | Airco Mechanical                |               |
|             | AJ Monier                       |               |
|             | Alterman Management Group       |               |
|             | BC Solutions dba Amcon Controls |               |
|             | CAPP/USA                        |               |
|             | Carrier Corporation             |               |
|             | Carrier Enterprises             |               |
|             | Crawford Electric               |               |
|             | Facility Solutions Group (FSG)  |               |
|             | Filters4Air                     |               |
|             | Fox Commercial Services         |               |
|             | Garratt-Callahan Company        |               |
|             | Gillette Air Conditioning       |               |
|             | Grainger                        |               |
|             | Hill Country Electric           |               |
|             | Home Depot                      |               |
|             | Insco Distributing              |               |
|             | Johnson Controls                |               |
|             | Klecka Electric Co.             |               |
|             | Larry Wunsch & Associates       |               |
|             | LED Electric                    |               |
|             | Lonestar Armature               |               |
|             | Massengale Armature             |               |
|             | MB Dustless Air Filter          |               |
|             | MB-Dustless Air Filter          |               |
|             | Mechanical Maint of Texas       |               |
|             | Opiela Mechanical Inc.          |               |
|             | Rexel USA                       |               |
|             | Sunbelt Rentals                 |               |
|             | Texas Chiller Systems           |               |
|             | Texas Lighting                  |               |
|             | Trane                           |               |
|             | Winston Water Cooler            |               |
| XXX         |                                 | \$910,000     |
|             | Airco Mechanical                |               |
|             | Carrier Corporation             |               |
|             | Johnson Controls                |               |
|             | Larry Wunsch & Associates       |               |
|             | Mechanical Maint of Texas       |               |
|             | Opiela Mechanical Inc.          |               |
|             | Trane                           |               |
| Grand Total |                                 | \$6,360,000   |

### PROCUREMENT SERVICES CONSENT AGENDA FORM

- Description of goods, services and/or contract recommended for purchase: Request approval to increase the amount approved for Bid 18-020 Uniforms, Apparel and Accessories for all areas of Fine Arts. The IFB was originally board approved on May 21, 2018 for approximately \$230,000 and is requested to be increased to approximately \$400,000 annually.
- How will goods and/or services be used? (List Campus/Grades impacted): This bid will be used to purchase uniforms and accessories for all Fine Arts programs which include band, mariachi, orchestra, choir, spirit and dance for district-wide use on an "as needed" basis.

3. Submitted by: Daniel Loudenback Fine Arts 06/28/2021  
Printed Name Department Date

4. Recommended Vendor(s): Company Name: See attached list  
 Address: See attached list  
 City/State/Zip: See attached list  
 Phone No: See attached list  
 Point of Contact: See attached list  
 E-mail Address: See attached list  
*(Use a separate sheet to identify multiple vendors)*

5. Selection Method Used: (check one)  
 Competitive Purchase (RFP, RFQ, IFB), Contract #: 18-020(RC)  
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: \_\_\_\_\_  
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: \_\_\_\_\_  
 Professional Services  
 Sole Source Contract Expiration Date: 06/30/2022  
 Other

6. Purchase valid from: 08/17/2021 through: 06/30/2022

7. For Competitive Purchases Only: Renewals: Yes  No   
 No. of Renewals: 3 additional 1 year renewals

8. Type of Request: (check one)  
 One-Time Purchase  
 Purchase throughout the school year or on an "as needed" basis  
 Expenditure

9. Total Cost for Goods and/or Services to be Purchased: \$ 400,000.00  
*Approximately*

10. Funding Source(s) – check all that apply: Federal  State  Local  Bond

Provide Budget Codes & Descriptions: \_\_\_\_\_  
199-36-6299-97-858-2-99-000  
 \_\_\_\_\_  
 \_\_\_\_\_

11. Provide a copy of General Ledger Inquiry showing corresponding balances.



12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

- 1) C & I (Goods, Materials, Services) \$ 0
- 2) Facilities (Additional Space, Infrastructure, Utilities) \$ 0
- 3) Transportation (Additional Routes) \$ 0
- 4) HR (Additional Staff) \$ 0
- 5) Technology (Cabling/Equipment, etc.) \$ 0
- 6) Vehicle Insurance (Director, Employee Benefits signs below) \$ 0

|   |                       |           |
|---|-----------------------|-----------|
| <u>Daniel Loudenback</u>                                    | Dr. Daniel Loudenback | 7/14/2021 |
| Requestor Signature   | Type Name             | Date      |
|   | Daniel Loudenback     |           |
| Sr. Executive Director/Executive Director Signature         | Type Name             | Date      |
| Associate Superintendent/Assistant Superintendent Signature | Type Name             | Date      |
| <u>Patricia Salzman</u>                                     | Patricia Salzman      | 7/20/2021 |
| Deputy Superintendent Signature                             | Type Name             | Date      |
| <u>Edward Romero</u>  | Edward M. Romero      | 7/21/2021 |
| Director of Operations, Business Services Signature         | Type Name             | Date      |

COORDINATION CONDUCTED WITH (if required):

|  |                       |           |
|--|-----------------------|-----------|
| <u>Willie J. Burroughs</u>   | Willie Burroughs      | 7/22/2021 |
| Chief Operations Officer, Operations Services Division Signature     | Type Name             | Date      |
| <u>D. Carreon</u>  | Dottie Carreon        | 7/28/2021 |
| Associate Superintendent, Financial Svs. & Bus. Operations Signature | Type Name             | Date      |
|  | Larry Garza           |           |
|  | Type Name             | Date      |
|  | Dr. Kenneth Thompson  |           |
| Chief Technology Officer, Technology & MIS Signature                 | Type Name             | Date      |
|  | Mohammed A. Choudhury |           |
| Chief Strategy, Talent, & Innovation Officer Signature               | Type Name             | Date      |
|  | Kedrick Wright        |           |
| Deputy Chief Operations Officer, Construction Services Signature     | Type Name             | Date      |
|  | Lorena Rios           |           |
| Director, Employee Benefits, Risk Management & Safety Signature      | Type Name             | Date      |

Revised: April 8, 2021

Reviewed By: RC

IFB #18-020 RECOMMENDED VENDOR LIST

| Vendor                      | Address                      | City and State   | Zip   | Point of Contact  | Phone No.    |
|-----------------------------|------------------------------|------------------|-------|-------------------|--------------|
| A Wish Come True, LP        | 2530 Pearl Buck Rd.          | Bristol, PA      | 19067 | Mark Gidjunis     | 800-755-2248 |
| Algy Costumes & Uniforms    | 440 NE 1st Ave.              | Hallandale, FL   | 33009 | Melissa Blackwood | 800-458-2549 |
| American Harlequin Corp.    | 1531 Glen Ave.               | Moorestown, NJ   | 8057  | Connie Phillips   | 800-642-6440 |
| Aztec Promotional Group     | 1616 W. 5th Street           | Austin, TX       | 78703 | Patti Winstanley  | 512-744-0195 |
| Barcelona Sporting Goods    | 9999 W. Sam Houston Pkwy. N. | Houston, TX      | 77064 | John Triska       | 713-859-2741 |
| Big Star Branding, Inc.     | 4009 Naco Perrin             | San Antonio, TX  | 78217 | Rebecca Peterson  | 210-590-2662 |
| Cheerleading Company,       | 11350 Hillguard Rd.          | Dallas, TX       | 75243 | Erika Lee         | 800-411-4105 |
| Costumes by Dusty, Inc.     | 724 Exchange Dr.             | Arlington, TX    | 76011 | Jennifer Adame    | 817-548-5767 |
| Dance Sophisticates         | 1605 Prospect St.            | Indianapolis, IN | 46203 | Lee Gibson        | 888-248-2090 |
| DeMoulin Brothers & Company | 1025 South 4th Street        | Greenville, IL   | 62246 | Magda Morales     | 800-242-9615 |
| Director's Assistant        | 4848 Lemmon Ave.             | Dallas, TX       | 75219 | LaRae Duff        | 972-816-5553 |
| Down Patt                   | 6441 Fussen Trl              | Midlothian, TX   | 76065 | Deanna Patterson  | 972-723-2165 |
| Floyette Originals, Inc.    | PO Box 873                   | Red Oak, TX      | 75154 | L R Waller        | 214-337-5786 |
| Formal Fashions             | 1500 W. Drake Dr.            | Tempe, AZ        | 85283 | Allison Lanzo     | 800-528-7909 |
| Fred J. Miller, Inc.        | 8765 Washington Church Rd    | Miamisburg, OH   | 45342 | Mike Miller       | 800-444-3524 |
| Fruhauf Uniforms, Inc.      | 800 E. Gilbert               | Wichita, KS      | 67211 | Jane Taylor       | 800-858-8050 |
| Getpoms.com                 | 7317 La Sobrina              | Dallas, TX       | 75248 | Michele Summerall | 972-385-3035 |
| Gibson Costume Shop, Inc.   | 111 Allensworth              | San Antonio, TX  | 78209 | Sandra Torres     | 210-826-7811 |
| Ginger Snaps Apparel        | 2427 Franklin Dr             | Mesquite, TX     | 75150 | John Robertson    | 800-760-0038 |
| Graphics Store              | 7558 Sand St                 | Fort Worth, TX   | 76118 | Autumn White      | 800-815-3047 |
| GTM Sportswear              | 520 McCall Road              | Manhattan, KS    | 66502 | Courtney Curtis   | 800-336-4486 |
| Happy Feet, Inc.            | 10641 Hidden Mesa Pl         | Monterey, CA     | 53940 | Linda Lewis-Hall  | 800-934-2668 |
| Leapin Leopard              | 5320 Guilfton, #1            | Houston, TX      | 77081 | Jim Price         | 713-432-0202 |
| Lulu Bells, LLC             | 175 Enterprise Pkwy          | Boerne, TX       | 78006 | Lisa Hilije       | 830-755-6504 |
| Pepwear, LLC                | 1540 High Meadows Way        | Cedar Hill, TX   | 75104 | Daniel Lozano     | 800-587-4287 |
| PxP Solutions, LLC          | 2485 Merritt Dr              | Garland, TX      | 75041 | Jerry Barter      | 469-471-5541 |
| RGV Mariachi Warehouse      | 2917 Linva Ave               | Edinburg, TX     | 78541 | Miguel Galvan     | 956-313-1933 |
| Stanbury Uniforms, Inc.     | PO Box 100                   | Brookfield, MO   | 64628 | Steve Roberts     | 800-826-2246 |
| Team Go Figure              | 301 N. Country Club Rd       | Garland, TX      | 75040 | Sherry Gunter     | 800-275-3539 |
| Teamleader                  | 2901 Summit Ave #300         | Plano, TX        | 75074 | Dac Conner        | 877-365-7555 |
| Texas Motion Sports         | 1198 Commerce Dr             | Richardson, TX   | 75081 | Jennifer Hoffman  | 210-837-8761 |
| The Costume Closet          | 500 Home Place               | Fairview, TX     | 75069 | Michelle Davis    | 972-400-1282 |
| The Mariachi Connection     | 2106 W. Commerce St          | San Antonio, TX  | 78207 | Josie Benavidez   | 877-565-5222 |
| Tote Unlimited              | 1401 S. Sylvania Ave         | Fort Worth, TX   | 76111 | Travis Cheney     | 888-698-8300 |
| Varsity Spirit Fashions     | 6745 Lenox Ct., #300         | Memphis, TN      | 38115 | Cathy Ray         | 800-533-8022 |
| Zweat                       | 5150 Broadway, #460          | San Antonio, TX  | 78209 | Steven Zeserman   | 210-394-7685 |

### PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Costs and fees related to International Baccalaureate Programme authorization, evaluation, examination, and professional development.

2. How will goods and/or services be used? (List Campus/Grades impacted): Briscoe ES, Burbank HS, Fenwick Academy, Harris MS, Huppertz ES, Jefferson HS, Longfellow MS, Woodlawn Academy, Woodlawn Hills ES

Penelope C Tschirhart Assistant Director, IB 07/13/2021

3. Submitted by: Penelope C Tschirhart Department Assistant Director, IB Date 07/13/2021

4. Recommended Vendor(s): Company Name: International Baccalaureate Organization  
Address: 7501 Wisconsin Ave, Suite 200  
City/State/Zip: Bethesda, MD 20814  
Phone No: 301-202-2183  
Point of Contact: Colletta Jones-Brown  
E-mail Address: colletta.jones@ibo.org  
*(Use a separate sheet to identify multiple vendors)*

5. Selection Method Used: (check one)  
 Competitive Purchase (RFP, RFQ, IFB), Contract #: \_\_\_\_\_  
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: \_\_\_\_\_  
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: \_\_\_\_\_  
 Professional Services  
 Sole Source Contract Expiration Date: 08/31/2022  
 Other

6. Purchase valid from: 08/17/2021 through: 08/31/2022

7. For Competitive Purchases Only: Renewals: Yes \_\_\_\_\_ No   
No. of Renewals: \_\_\_\_\_

8. Type of Request: (check one)  
 One-Time Purchase  
 Purchase throughout the school year or on an "as needed" basis  
 Expenditure

9. Total Cost for Goods and/or Services to be Purchased: \$ 122,786.00  
*Approximately*

10. Funding Source(s) – check all that apply: Federal \_\_\_\_\_ State \_\_\_\_\_ Local  Bond \_\_\_\_\_

Provide Budget Codes & Descriptions: \_\_\_\_\_  
PLEASE SEE ATTACHED

11. Provide a copy of General Ledger Inquiry showing corresponding balances.



This document is now complete.

CLOSE

12. Additional impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

|  |      |
|--|------|
| 1) C & I (Goods, Materials, Services)                          | \$ 0 |
| 2) Facilities (Additional Space, Infrastructure, Utilities)    | \$ 0 |
| 3) Transportation (Additional Routes)                          | \$ 0 |
| 4) HR (Additional Staff)                                       | \$ 0 |
| 5) Technology (Cabling/Equipment, etc.)                        | \$ 0 |
| 6) Vehicle Insurance (Director, Employee Benefits signs below) | \$ 0 |

|   |                       |           |
|---|-----------------------|-----------|
| <u>Penelope C Tschirhart</u>                                | Penelope C Tschirhart | 7/19/2021 |
| Requestor Signature   | Type Name             | Date      |
| <u>Sr. Executive Director/Executive Director Signature</u>  | Type Name             | Date      |
| <u>Daniel Girard</u>  | Daniel Girard         | 7/22/2021 |
| Associate Superintendent/Assistant Superintendent Signature | Type Name             | Date      |
| <u>Patti Salzman</u>  | Patti Salzman         | 7/26/2021 |
| Deputy Superintendent Signature                             | Type Name             | Date      |
| <u>Edward Romero</u>  | Edward M. Romero      | 7/26/2021 |
| Director of Operations, Business Services Signature         | Type Name             | Date      |

COORDINATION CONDUCTED WITH (if required):

|  |                       |           |
|--|-----------------------|-----------|
| <u>Willie J. Burroughs</u>   | Willie Burroughs      | 7/26/2021 |
| Chief Operations Officer, Operations Services Division Signature     | Type Name             | Date      |
| <u>Dottie Carreon</u>  | Dottie Carreon        | 7/29/2021 |
| Associate Superintendent, Financial Svs. & Bus. Operations Signature | Type Name             | Date      |
| <u>Dr. Kenneth Thompson</u>  | Dr. Kenneth Thompson  |           |
| Chief Technology Officer, Technology & MIS Signature                 | Type Name             | Date      |
| <u>Mohammed A. Choudhury</u>   | Mohammed A. Choudhury |           |
| Chief Strategy, Talent, & Innovation Officer Signature               | Type Name             | Date      |
| <u>Kedrick Wright</u>  | Kedrick Wright        |           |
| Deputy Chief Operations Officer, Construction Services Signature     | Type Name             | Date      |
| <u>Lorena Rios</u>   | Lorena Rios           |           |
| Director, Employee Benefits, Risk Management & Safety Signature      | Type Name             | Date      |



| Budget Code                | Year | Amount               |
|----------------------------|------|----------------------|
| 196-11-6495-70-112-11-8-40 | 2022 | \$ 8,520.00          |
| 196-11-6495-70-123-11-8-40 | 2022 | \$ 8,520.00          |
| 196-11-6495-70-175-11-8-40 | 2022 | \$ 8,094.00          |
| 196-11-6495-70-176-11-8-40 | 2022 | \$ 8,520.00          |
| 196-11-6495-71-002-11-8-40 | 2022 | \$ 9,547.00          |
| 196-11-6495-71-007-11-8-40 | 2022 | \$ 9,547.00          |
| 196-11-6495-71-047-11-8-40 | 2022 | \$ 10,050.00         |
| 196-11-6495-71-123-11-8-40 | 2022 | \$ 9,500.00          |
| 196-11-6495-71-175-11-8-40 | 2022 | \$ 9,624.00          |
| 196-11-6495-72-002-11-8-40 | 2022 | \$ 11,147.00         |
| 196-11-6495-72-007-11-8-40 | 2022 | \$ 11,147.00         |
| 196-11-6495-75-050-11-8-40 | 2022 | \$ 10,050.00         |
| 196-11-6495-75-139-11-8-40 | 2022 | \$ 8,520.00          |
|                            |      | <u>\$ 122,786.00</u> |



### SAN ANTONIO INDEPENDENT SCHOOL DISTRICT REQUEST FOR SOLE SOURCE AFFIDAVIT

**AFFIDAVIT VALID  
FOR ONE YEAR  
ONLY.**

For a claim of sole source, the requesting vendor must provide the information below and affirm by signature, that the item being offered meets the requirements of the law. For questions or clarification of the sole source process, call Procurement Services at 210-354-9060. San Antonio Independent School District Procurement Services shall be the sole determinant as to applicability and approval of an application and the item(s) offered. The document must be notarized to be considered. By acceptance and approval of a vendor's sole source affidavit, the District does not guarantee nor create a promise that the District will purchase the product during the approval period.

**Affidavit expires on the one-year anniversary date from *Subscribed and Sworn* date noted below.**

#### Vendor Justification and Affirmation

#### Sole Source Vendor Contact Information

|         |   |                |  |
|---------|---|----------------|--|
| Company | <input type="text" value="International Baccalaureate Organization"/> | Contact Person | <input type="text" value="Colletta Jones- Brown"/> |
| Address | <input type="text" value="7501 Wisconsin Avenue, Suite 200 West"/>    | Phone          | <input type="text" value="301-202-3057"/>          |
| City    | <input type="text" value="Bethesda"/>                                 | State          | <input type="text" value="MD"/>                    |
|         |   | Zip Code       | <input type="text" value="2 018"/>                 |
|         |   | Fax #          | <input type="text" value="30 1202-3003"/>          |
| Email   | <input type="text" value="colletta.jones@ibo.org"/>                   | Web Site       | <input type="text" value="www.ibo.org"/>           |

The items described below meet the sole source criteria:

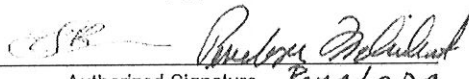
Workshops, testing material, see attached sole source letter for more details

Check the appropriate box – failure to check one will disqualify the application:

- An item for which competition is precluded due to the existence of a patent, copyright, secret process, or monopoly;
- A film, manuscript, or book;
- A utility service, including electricity, gas, or water; and
- A captive replacement part of component for equipment

I have carefully reviewed the Texas Education Code, Section 44.031 and hereby certify that our company meets and complies with Section (j) of the aforementioned code for the sale of the item(s) described above.

By signature below, I, an authorized representative of the company listed above, affirm that there is/are no other like item(s) available for purchase that would serve the same purpose or function, and there is only one source for the above named item(s) due to exclusive distribution or marketing rights. I also understand that by falsifying the claim of sole source will remove my company from the San Antonio ISD vendors list for a period not to exceed three (3) years. We further certify that pricing offered to the San Antonio ISD is the lowest pricing available to similar customers.

 Finance Associate Manager 6-23-21  
Date  
 Authorized Signature Penelope Tschirhart Title

#### Notary Public Requirement

SUBSCRIBED AND SWORN to before me on this 31  day of December, 2022.  
Notary Public, State of MD, County of \_\_\_\_\_ Date Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature (Seal)

\_\_\_\_\_  
Notary Printed Name

|   |   |   |
|---|---|---|
| <b>FOR SCHOOL<br/>DISTRICT<br/>USE ONLY</b> | <i>I have researched the product being purchased and concur that this is a Sole Source Vendor</i> |   |
|   | <u>Penelope Tschirhart</u><br>Signature of Secretary/Bookkeeper                                   | <u>Edward Romero</u><br>Signature of Procurement Director |
|   | Date <u>310</u>   | Date <u>7/19/21</u>                                       |

# Invoice



International Baccalaureate®  
Baccalauréat International  
Bachillerato Internacional

Jennifer Emerson  
Briscoe Elementary School  
2015 South Flores Street

San Antonio TX 78204  
United States

School / Ac.No :S060442  
Programme :PYP  
Invoice Number :12026276  
Invoice Date :08-JUN-2021

Here are the charges for the Annual School Fee

| Description                         | No. | Price USD     | Total USD |
|-------------------------------------|-----|---------------|-----------|
| PYP Annual fee: 01/09/21 - 31/08/22 | 1   | 8,520.00      | 8,520.00  |
| Total charges excluding tax         |     |               | 8,520.00  |
| Plus tax                            |     | 0 % @8,520.00 |           |
| Total charges including tax         |     |               | 8,520.00  |

|                             |                 |
|-----------------------------|-----------------|
| <b>TOTAL PAYABLE IN USD</b> | <b>8,520.00</b> |
|-----------------------------|-----------------|

## Payment

Payment terms are 30 days from invoice date in full without deductions or withholdings. Please make payment quoting your school code and invoice number to:

Beneficiary Name : International Baccalaureate Organization  
Bank Name : JPMorgan Chase Bank N.A  
Bank Address : 4 New York Plaza, 17th Floor,  
New York, NY, United States  
10004  
Bank Account Number : 6302307847  
Bank Swift Code : CHASUS33  
Bank Routing Number : 021000021

**Schools in US - payment by check:**  
International Baccalaureate Organization  
PO Box 5950, New York, NY 10087-5950

**Schools in Canada - payment by check:**  
International Baccalaureate Organization  
PO Box 15081, Station "A", Toronto, Ontario M5W 1C1, Canada

## If you need help

Telephone: +1 301 202 3176 (North America)

Email : myaccount@ibo.org

When making payment(s) to the IB, please provide your school code and details of payment including invoice number, so we can update your account timely and accurately.

Thank you for your support and understanding.

Payment is made in consideration for the IB's services and constitutes an acceptance of and agreement to the rules, regulations and other terms and conditions, accessible at <http://www.ibo.org/>.



311

International Baccalaureate Organization  
Route des Morillons 15, CH-1218 Grand-Saconnex, Switzerland  
Swiss VAT no: CHE - 107.025.266 TVA  
NL VAT Number: NL022771998B01  
Canadian GST/HST: 841403876 RT0001, QST: 1217133773 TQ0001

# Invoice



International Baccalaureate  
Baccalauréat International  
Bachillerato Internacional

Jennifer Emerson  
Briscoe Elementary School  
2015 South Flores Street

San Antonio TX 78204  
United States

School / Ac.No :S060442  
Programme :PYP  
Invoice Number :12026276  
Invoice Date :08-JUN-2021

Here are the charges for the Annual School Fee

| Description                         | No. | Price USD     | Total USD |
|-------------------------------------|-----|---------------|-----------|
| PYP Annual fee: 01/09/21 - 31/08/22 | 1   | 8,520.00      | 8,520.00  |
| Total charges excluding tax         |     |               | 8,520.00  |
| Plus tax                            |     | 0 % @8,520.00 |           |
| Total charges including tax         |     |               | 8,520.00  |

|                      |          |
|----------------------|----------|
| TOTAL PAYABLE IN USD | 8,520.00 |
|----------------------|----------|

## Payment

Payment terms are 30 days from invoice date in full without deductions or withholdings. Please make payment quoting your school code and invoice number to:

Beneficiary Name : International Baccalaureate Organization  
Bank Name : JPMorgan Chase Bank N.A  
Bank Address : 4 New York Plaza, 17th Floor,  
New York, NY, United States  
10004  
Bank Account Number : 6302307847  
Bank Swift Code : CHASUS33  
Bank Routing Number : 021000021

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PO Box 5950, New York, NY 10087-5950

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PO Box 15081, Station "A", Toronto, Ontario M5W 1C1, Canada

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# Invoice



International Baccalaureate  
Baccalauréat International  
Bachillerato Internacional

Luther Burbank High School  
1002 Edwards

San Antonio TX 78204  
United States

School / Ac.No :S001025  
Programme :DP  
Invoice Number :12024778  
Invoice Date :08-JUN-2021

Here are the charges for the Annual School Fee

| Description                             | No. | Price USD      | Total USD |
|---|-----|----------------|-----------|
| Diploma Annual fee: 01/09/21 - 31/08/22 | 1   | 11,650.00      | 11,650.00 |
| Annual fee reduction (2 programmes)     | 1   | -503.00        | -503.00   |
| Total charges excluding tax             |     |                | 11,147.00 |
| Plus tax                                |     | 0 % @11,147.00 |           |
| Total charges including tax             |     |                | 11,147.00 |

TOTAL PAYABLE IN USD

11,147.00

## Payment

Payment terms are 30 days from invoice date in full without deductions or withholdings. Please make payment quoting your school code and invoice number to:

Beneficiary Name : International Baccalaureate Organization  
Bank Name : JPMorgan Chase Bank N.A  
Bank Address : 4 New York Plaza, 17th Floor,  
New York, NY, United States  
10004  
Bank Account Number : 6302307847  
Bank Swift Code : CHASUS33  
Bank Routing Number : 021000021

**Schools in US - payment by check:**  
International Baccalaureate Organization  
PO Box 5950, New York, NY 10087-5950

**Schools in Canada - payment by check:**  
International Baccalaureate Organization  
PO Box 15081, Station "A", Toronto, Ontario M5W 1C1, Canada

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International Baccalaureate Organization  
Route des Morillons 15, CH-1218 Grand-Saconnex, Switzerland  
Swiss VAT no: CHE - 107.025.286 TVA  
NL VAT Number: NL822771998B01

Canadian GST/HST: 841403876 RT0001, QST: 1217133773 TQ0001



International Baccalaureate Organization  
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# Invoice



International Baccalaureate  
Baccalauréat International  
Bachillerato Internacional

Luther Burbank High School  
1002 Edwards

San Antonio TX 78204  
United States

School / Ac.No :S001025  
Programme :DP  
Invoice Number :12024778  
Invoice Date :08-JUN-2021

Here are the charges for the Annual School Fee

| Description                             | No. | Price USD      | Total USD |
|---|-----|----------------|-----------|
| Diploma Annual fee: 01/09/21 - 31/08/22 | 1   | 11,650.00      | 11,650.00 |
| Annual fee reduction (2 programmes)     | 1   | -503.00        | -503.00   |
| Total charges excluding tax             |     |                | 11,147.00 |
| Plus tax                                |     | 0 % @11,147.00 |           |
| Total charges including tax             |     |                | 11,147.00 |

TOTAL PAYABLE IN USD

11,147.00

## Payment

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Beneficiary Name : International Baccalaureate Organization  
Bank Name : JPMorgan Chase Bank N.A  
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10004  
Bank Account Number : 6302307847  
Bank Swift Code : CHASUS33  
Bank Routing Number : 021000021

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PO Box 5950, New York, NY 10087-5950

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314

International Baccalaureate Organization  
Route des Morillons 15, CH-1218 Grand-Saconnex, Switzerland  
Swiss VAT no: CHE - 107.025.266 TVA  
NL VAT Number: NL022771998B01  
Canadian GST/HST: 041403876 RT0001, QST: 1217133773 TQ0001

International Baccalaureate Organization  
International Baccalauréat International | Bachillerato Internacional



# Invoice



International Baccalaureate  
Baccalauréat International  
Bachillerato Internacional

|   |  |
|---|--|
| Luther Burbank High School<br>1002 Edwards<br><br>San Antonio TX 78204<br>United States | School / Ac.No :S001025<br>Programme :MYP<br>Invoice Number :12026422<br>Invoice Date :08-JUN-2021 |
|---|--|

Here are the charges for the Annual School Fee

| Description                         | No. | Price USD     | Total USD |
|-------------------------------------|-----|---------------|-----------|
| MYP Annual fee: 01/09/21 - 31/08/22 | 1   | 10,050.00     | 10,050.00 |
| Annual fee reduction (2 programmes) | 1   | -503.00       | -503.00   |
| Total charges excluding tax         |     |               | 9,547.00  |
| Plus tax                            |     | 0 % @9,547.00 |           |
| Total charges including tax         |     |               | 9,547.00  |

|                      |          |
|----------------------|----------|
| TOTAL PAYABLE IN USD | 9,547.00 |
|----------------------|----------|

| Payment  | If you need help   |
|--|--|
| <p>Payment terms are 30 days from invoice date in full without deductions or withholdings. Please make payment quoting your <u>school code</u> and <u>invoice number</u> to:</p> <p>Beneficiary Name : International Baccalaureate Organization<br/>           Bank Name : JPMorgan Chase Bank N.A<br/>           Bank Address : 4 New York Plaza, 17th Floor, New York, NY, United States 10004<br/>           Bank Account Number : 6302307847<br/>           Bank Swift Code : CHASUS33<br/>           Bank Routing Number : 021000021</p> <p><b>Schools in US - payment by check:</b><br/>           International Baccalaureate Organization<br/>           PO Box 5950, New York, NY 10087-5950</p> <p><b>Schools In Canada - payment by check:</b><br/>           International Baccalaureate Organization<br/>           PO Box 15081, Station "A", Toronto, Ontario M5W 1C1, Canada</p> | <p>Telephone: +1 301 202 3176 (North America)<br/>           Email : myaccount@ibo.org</p> <p>When making payment(s) to the IB, please provide your school code and details of payment including invoice number, so we can update your account timely and accurately.</p> <p>Thank you for your support and understanding.</p> |

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315

International Baccalaureate Organization  
Route des Morillons 15, CH-1218 Grand-Saconnex, Switzerland  
Swiss VAT no: CHE - 107.025.266 TVA  
NL VAT Number: NL822771999B01  
Canadian GST/HST: 841403876 RT0001, QST: 1217133773 TQ0001

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# Invoice



International Baccalaureate  
Baccalauréat International  
Bachillerato Internacional

|   |
|---|
| Luther Burbank High School<br>1002 Edwards<br><br>San Antonio TX 78204<br>United States |
|---|

|                |              |
|----------------|--------------|
| School / Ac.No | :S001025     |
| Programme      | :MYP         |
| Invoice Number | :12026422    |
| Invoice Date   | :08-JUN-2021 |

Here are the charges for the Annual School Fee

| Description                         | No. | Price USD     | Total USD |
|-------------------------------------|-----|---------------|-----------|
| MYP Annual fee: 01/09/21 - 31/08/22 | 1   | 10,050.00     | 10,050.00 |
| Annual fee reduction (2 programmes) | 1   | -503.00       | -503.00   |
| Total charges excluding tax         |     |               | 9,547.00  |
| Plus tax                            |     | 0 % @9,547.00 |           |
| Total charges including tax         |     |               | 9,547.00  |

|                      |          |
|----------------------|----------|
| TOTAL PAYABLE IN USD | 9,547.00 |
|----------------------|----------|

## Payment

Payment terms are 30 days from invoice date in full without deductions or withholdings. Please make payment quoting your school code and invoice number to:

Beneficiary Name : International Baccalaureate Organization  
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10004  
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Bank Swift Code : CHASUS33  
Bank Routing Number : 021000021

**Schools in US - payment by check:**  
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PO Box 5950, New York, NY 10087-5950

**Schools in Canada - payment by check:**  
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PO Box 15081, Station "A", Toronto, Ontario M5W 1C1, Canada

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Email : myaccount@ibo.org

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316

International Baccalaureate Organization  
Route des Morillons 15, CH-1218 Grand-Saconnex, Switzerland  
Swiss VAT no: CHE - 107.025.266 TVA  
NL VAT Number: NL822771998B01  
Canadian GST/HST: 841403876 RT0001, QST: 1217133773 TQ0001



International Baccalaureate Organization  
International Baccalaureate | Baccalauréat International | Bachillerato Internacional

# Invoice



International Baccalaureate  
Baccalauréat International  
Bachillerato Internacional

Christina Sims  
Marin B. Fenwick Academy  
1930 Waverly Ave

San Antonio TX 78228  
United States

School / Ac.No :S060994  
Programme :PYP  
Invoice Number :12026315  
Invoice Date :08-JUN-2021

Here are the charges for the Annual School Fee

| Description                         | No. | Price USD     | Total USD |
|-------------------------------------|-----|---------------|-----------|
| PYP Annual fee: 01/09/21 - 31/08/22 | 1   | 8,520.00      | 8,520.00  |
| Total charges excluding tax         |     |               | 8,520.00  |
| Plus tax                            |     | 0 % @8,520.00 |           |
| Total charges including tax         |     |               | 8,520.00  |

TOTAL PAYABLE IN USD

8,520.00

## Payment

Payment terms are 30 days from invoice date in full without deductions or withholdings. Please make payment quoting your school code and invoice number to:

Beneficiary Name : International Baccalaureate Organization  
Bank Name : JPMorgan Chase Bank N.A  
Bank Address : 4 New York Plaza, 17th Floor,  
New York, NY, United States  
10004  
Bank Account Number : 6302307847  
Bank Swift Code : CHASUS33  
Bank Routing Number : 021000021

**Schools in US - payment by check:**  
International Baccalaureate Organization  
PO Box 5950, New York, NY 10087-5950

**Schools in Canada - payment by check:**  
International Baccalaureate Organization  
PO Box 15081, Station "A", Toronto, Ontario M5W 1C1, Canada

## If you need help

Telephone: +1 301 202 3176 (North America)

Email : myaccount@ibo.org

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Thank you for your support and understanding.

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International Baccalaureate Organization  
Route des Morillons 15, CH-1218 Grand-Saconnex, Switzerland  
Swiss VAT no: CHE - 107.025.266 TVA  
NL VAT Number: NL022771908B01  
Canadian GST/HST: 841403876 RT0001, QST: 1217133773 TQ0001

# Invoice



International Baccalaureate  
Baccalauréat International  
Bachillerato Internacional

Christina Sims  
Marin B. Fenwick Academy  
1930 Waverly Ave

San Antonio TX 78228  
United States

School / Ac.No :S060994  
Programme :PYP  
Invoice Number :12026315  
Invoice Date :08-JUN-2021

Here are the charges for the Annual School Fee

| Description                         | No. | Price USD     | Total USD |
|-------------------------------------|-----|---------------|-----------|
| PYP Annual fee: 01/09/21 - 31/08/22 | 1   | 8,520.00      | 8,520.00  |
| Total charges excluding tax         |     |               | 8,520.00  |
| Plus tax                            |     | 0 % @8,520.00 |           |
| Total charges including tax         |     |               | 8,520.00  |

TOTAL PAYABLE IN USD

8,520.00

## Payment

Payment terms are 30 days from invoice date in full without deductions or withholdings. Please make payment quoting your school code and invoice number to:

Beneficiary Name : International Baccalaureate Organization  
Bank Name : JPMorgan Chase Bank N.A  
Bank Address : 4 New York Plaza, 17th Floor,  
New York, NY, United States  
10004  
Bank Account Number : 6302307847  
Bank Swift Code : CHASUS33  
Bank Routing Number : 021000021

**Schools in US - payment by check:**  
International Baccalaureate Organization  
PO Box 5950, New York, NY 10087-5950

**Schools in Canada - payment by check:**  
International Baccalaureate Organization  
PO Box 15081, Station "A", Toronto, Ontario M5W 1C1, Canada

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Canadian GST/HST: 841403876 RT0001, QST: 1217133773 TQ0001

# Invoice



International Baccalaureate®  
Baccalauréat International  
Bachillerato Internacional

Christina Sims  
Marin B. Fenwick Academy  
1930 Waverly Ave

San Antonio TX 78228  
United States

School / Ac.No : S060994  
Programme : MYP  
Invoice Number : 12041620  
Invoice Date : 02-JUL-2021

Here are the charges for the Consultation Fee

| Description                 | No. | Price USD      | Total USD |
|-----------------------------|-----|----------------|-----------|
| Candidacy Fee : 01-JUL-2021 | 1   | 9,500.00       | 9,500.00  |
| Total charges excluding tax |     |                | 9,500.00  |
| Plus tax                    |     | 0 % @ 9,500.00 |           |
| Total charges including tax |     |                | 9,500.00  |

|                      |          |
|----------------------|----------|
| TOTAL PAYABLE IN USD | 9,500.00 |
|----------------------|----------|

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International Baccalaureate Organization  
International Baccalauréat International | Bachillerato Internacional

# Invoice



International Baccalaureate  
Baccalauréat International  
Bachillerato Internacional

Christina Sims  
Marin B. Fenwick Academy  
1930 Waverly Ave

San Antonio TX 78228  
United States

School / Ac.No : S060994  
Programme : MYP  
Invoice Number : 12041620  
Invoice Date : 02-JUL-2021

Here are the charges for the Consultation Fee

| Description                 | No. | Price USD      | Total USD |
|-----------------------------|-----|----------------|-----------|
| Candidacy Fee : 01-JUL-2021 | 1   | 9,500.00       | 9,500.00  |
| Total charges excluding tax |     |                | 9,500.00  |
| Plus tax                    |     | 0 % @ 9,500.00 |           |
| Total charges including tax |     |                | 9,500.00  |

|                      |          |
|----------------------|----------|
| TOTAL PAYABLE IN USD | 9,500.00 |
|----------------------|----------|

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Canadian GST/HST: 841403876 RT0001, QST: 1217133773 TQ0001



International Baccalaureate Organization  
International Baccalauréat International | Bachillerato Internacional

# Invoice



International Baccalaureate  
Baccalauréat International  
Bachillerato Internacional

|   |  |
|---|--|
| <p>Amanda McKay<br/>Joel C. Harris Middle School<br/>325 Pruitt</p> <p>San Antonio TX 78204<br/>United States</p> | <p>School / Ac.No :S052492<br/>Programme :MYP<br/>Invoice Number :12027163<br/>Invoice Date :08-JUN-2021</p> |
|---|--|

Here are the charges for the Annual School Fee

| Description                         | No. | Price USD      | Total USD |
|-------------------------------------|-----|----------------|-----------|
| MYP Annual fee: 01/09/21 - 31/08/22 | 1   | 10,050.00      | 10,050.00 |
| Total charges excluding tax         |     |                | 10,050.00 |
| Plus tax                            |     | 0 % @10,050.00 |           |
| Total charges including tax         |     |                | 10,050.00 |

|                             |                  |
|-----------------------------|------------------|
| <b>TOTAL PAYABLE IN USD</b> | <b>10,050.00</b> |
|-----------------------------|------------------|

| Payment   | If you need help  |
|---|---|
| <p>Payment terms are 30 days from invoice date in full without deductions or withholdings. Please make payment quoting your <u>school code</u> and <u>invoice number</u> to:</p> <p>Beneficiary Name : International Baccalaureate Organization<br/>Bank Name : JPMorgan Chase Bank N.A<br/>Bank Address : 4 New York Plaza, 17th Floor, New York, NY, United States 10004<br/>Bank Account Number : 6302307847<br/>Bank Swift Code : CHASUS33<br/>Bank Routing Number : 021000021</p> <p><b>Schools in US - payment by check:</b><br/>International Baccalaureate Organization<br/>PO Box 5950, New York, NY 10087-5950</p> <p><b>Schools in Canada - payment by check:</b><br/>International Baccalaureate Organization<br/>PO Box 15081, Station "A", Toronto, Ontario M5W 1C1, Canada</p> | <p>Telephone: +1 301 202 3176 (North America)<br/>Email : myaccount@ibo.org</p> <p>When making payment(s) to the IB, please provide your school code and details of payment including invoice number, so we can update your account timely and accurately.</p> <p>Thank you for your support and understanding.</p> |

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# Invoice



International Baccalaureate  
Baccalauréat International  
Bachillerato Internacional

Amanda McKay  
Joel C. Harris Middle School  
325 Pruitt

San Antonio TX 78204  
United States

School / Ac.No :S052492  
Programme :MYP  
Invoice Number :12027163  
Invoice Date :08-JUN-2021

Here are the charges for the Annual School Fee

| Description                         | No. | Price USD      | Total USD |
|-------------------------------------|-----|----------------|-----------|
| MYP Annual fee: 01/09/21 - 31/08/22 | 1   | 10,050.00      | 10,050.00 |
| Total charges excluding tax         |     |                | 10,050.00 |
| Plus tax                            |     | 0 % @10,050.00 |           |
| Total charges including tax         |     |                | 10,050.00 |

|                             |                  |
|-----------------------------|------------------|
| <b>TOTAL PAYABLE IN USD</b> | <b>10,050.00</b> |
|-----------------------------|------------------|

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Bank Account Number : 6302307847  
Bank Swift Code : CHASUS33  
Bank Routing Number : 021000021

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PO Box 5950, New York, NY 10087-5950

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# Invoice



International Baccalaureate  
Baccalauréat International  
Bachillerato Internacional

Veronika Gutierrez  
Mary Huppertz Elementary School  
247 Bangor Dr

San Antonio TX 78228  
United States

School / Ac.No :S060996  
Programme :PYP  
Invoice Number :12026317  
Invoice Date :08-JUN-2021

Here are the charges for the Annual School Fee

| Description                         | No. | Price USD     | Total USD |
|-------------------------------------|-----|---------------|-----------|
| PYP Annual fee: 01/09/21 - 31/08/22 | 1   | 8,520.00      | 8,520.00  |
| Total charges excluding tax         |     |               | 8,520.00  |
| Plus tax                            |     | 0 % @8,520.00 |           |
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|                      |          |
|----------------------|----------|
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|----------------------|----------|

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Bank Account Number : 6302307847  
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International Baccalaureate Organization  
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Swiss VAT no: CHE - 107.025.266 TVA  
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Canadian GST/HST: 841403876 RT0001, QST: 1217133773 TQ0001

International Baccalaureate Organization  
International Baccalaureate | Baccalauréat International | Bachillerato Internacional

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Baccalauréat International  
Bachillerato Internacional

Veronika Gutierrez  
Mary Huppertz Elementary School  
247 Bangor Dr

San Antonio TX 78228  
United States

School / Ac.No :S060996  
Programme :PYP  
Invoice Number :12026317  
Invoice Date :08-JUN-2021

Here are the charges for the Annual School Fee

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|                      |          |
|----------------------|----------|
| TOTAL PAYABLE IN USD | 8,520.00 |
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Bank Name : JPMorgan Chase Bank N.A  
Bank Address : 4 New York Plaza, 17th Floor,  
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10004  
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Bank Routing Number : 021000021

Schools in US - payment by check:  
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PO Box 5950, New York, NY 10087-5950

Schools in Canada - payment by check:  
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PO Box 15081, Station "A", Toronto, Ontario M5W 1C1, Canada

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Swiss VAT no: CHE - 107.025.266 TVA  
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Canadian GST/HST: 841403876 RT0001, QST: 1217133773 TQ0001



**Special Board Meeting  
San Antonio Independent School District Board of Trustees  
May 4, 2021**

---

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Special Board Meeting of the Board of Trustees of the San Antonio ISD was held on Tuesday, May 4, 2021, beginning at 11:19 a.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

**1. Call to Order**

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0
  - a. Mrs. Patti Radle
  - b. Mr. Arthur Valdez
  - c. Ms. Debra A. Guerrero
  - d. Mr. Ed Garza
  - e. Mr. Steve Lecholop – arrived at 11:21 a.m.
  - f. Mrs. Christina Martinez
  - g. Mrs. Alicia Sebastian-Perry
2. Recording of Superintendent Present
  - a. Mr. Pedro Martinez
3. Pledge of Allegiance to the U. S. Flag
4. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

**2. Closed Session**

- A. Mrs. Radle convened the Board in Closed Session at 11:20 a.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074) to discuss and/or receive information about the item under this section listed as 2A1.
- B. Mrs. Radle reconvened the Board in Open Session at 1:04 p.m. and took appropriate action on the item discussed in Closed Session. Item 2A1 is listed as follows:
  1. Consultation with attorney and discussion regarding the evaluation of the Superintendent and terms of his contract. (TGC 551.071 and TGC 551.072)  
Motion by Ms. Guerrero to extend the term of the Superintendent's contract by one year to a five year contract ending August 31, 2025 and to amend the Superintendent's contract to allow the Superintendent on an annual basis be paid his accumulated leave upon separation of employment and to allow the Superintendent on an annual basis to use up to 20% of his accumulated leave to deposit in his retirement account. As well as, to amend the Superintendent's contract to remove paragraph 2.2 and 2.2.1. Second by Mr. Lecholop. This item was approved by a vote of 7-0 with all Board members present.

**3. Adjournment**

- A. Mrs. Radle adjourned the meeting at 1:06 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Special Board Meeting of the Board of Education of the San Antonio Independent School District held on May 4, 2021 were duly approved at a meeting held on August 16, 2021.

**ATTEST:**

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**Christina Martinez**  
**President, Board of Education**  
**San Antonio Independent School District**

---

**Arthur Valdez**  
**Secretary, Board of Education**  
**San Antonio Independent School District**

**Board Business Meeting A/Official Canvass of May Elections  
San Antonio Independent School District Board of Trustees  
May 10, 2021**

---

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Business Meeting A/Official Canvass of May Elections of the Board of Trustees of the San Antonio ISD was held on Monday, May 10, 2021, beginning at 5:30 pm, Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

**1. Call to Order**

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0

- a. Mrs. Patti Radle
- b. Mr. Arthur Valdez
- c. Ms. Debra A. Guerrero
- d. Mr. Ed Garza
- e. Mr. Steve Lecholop
- f. Mrs. Christina Martinez
- g. Mrs. Alicia Sebastian-Perry – arrived at 5:47 p.m.

2. Recording of Superintendent Present

- a. Mr. Pedro Martinez

3. Pledge of Allegiance to the U. S. Flag

4. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

B. Citizens' Presentations - 60-minute total time limit for this item

***For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.***

1. Graciela Sanchez, Esperanza Peace and Justice
2. Samantha Macias, SAISD parent
3. Aracely Morales, SAISD parent
4. Randol Morales, SAISD parent
5. Andrew Perretta, Schertz resident
6. Emma Divin, San Antonio resident
7. Erika Velazquez, SAISD teacher
8. Adrian Reyna, SAISD teacher
9. Alysia Gist, SAISD teacher
10. Justice Lovin, SAISD teacher
11. Sarah Zimmerman, SAISD teacher
12. Cliff Soloway, San Antonio resident
13. Rachell Tucker, SAISD teacher
14. Alejandra Lopez, San Antonio Alliance
15. Sarah Sorensen, community member
16. Brandi Marroquin, SAISD parent
17. Vanessa Montelongo, SAISD parent
18. Jason Anderson, Teachers Solidarity Committee
19. Kyle Kennedy, Teachers Solidarity Committee
20. Jacob Tucker, community member
21. Brianna Griffith, community member

- 22. Kirby Phillips, Teachers Solidarity Committee
- 23. Jovanni Reyes, San Antonio Resident

**2. Recognitions and Presentations**

- A. Recognition of Dell Scholars for Class of 2021  
This was a discussion-only item. No action was required.
- B. Recognition of Ms. Debra Guerrero and Mr. Steve Lecholop for their Service on the SAISD Board of Education  
This was a discussion-only item. No action was required.
- C. Update on the SAISD Partnership with the CAST Schools Network SAISD Partnership  
This was a discussion-only item. No action was required.

**3. Governance**

- A. Approval of the Resolution in Recognition of School Nurse Day on May 12, 2021  
Motion by Ms. Guerrero; second by Mrs. Martinez; approved by a vote of 7-0 with all Board members present.
- B. Approval of the Resolution in Recognition of National Police Week on May 9, 2021 through May 15, 2021, Designate May 15, 2021 as “National Peace Officers Memorial Day” and Recognize the Line of Duty Deaths of Sergeant William Maldonado and Detective Clifton J. Martinez  
Motion by Ms. Guerrero; second by Mrs. Sebastian-Perry; approved by a vote of 7-0 with all Board members present.
- C. Update on SAISD’s Response to the Ongoing COVID-19 Crisis and Associated Expenditures  
This was a discussion-only item. No action was required.
- D. Update and Approval of the 2021-2022 Budget Priorities  
Motion by Ms. Guerrero; second by Mr. Lecholop; approved by a vote of 7-0 with all Board members present.
- E. Approval of the 2021-2022 SAISD Board Meeting Schedule  
Motion by Ms. Guerrero; second by Mrs. Martinez; approved by a vote of 7-0 with all Board members present.
- F. Approval of the Formal Naming of the New Middle School located on 400 Hot Wells Boulevard  
Motion by Ms. Guerrero; second by Mr. Valdez; approved by a vote of 7-0 with all Board members present.

**4. Consent Agenda**

Motion by Ms. Guerrero; second by Mrs. Martinez; approved by a vote of 7-0 with all Board members present. Consent items included 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4L, 4M, 4N, 4O, 4P, 4Q, 4R, 4S, 4T, 4U, 4V, 4W, 4X, 4Y, and 4Z.

- A. Approval of the Proposed 2021-2022 Tax Rate to be Published in the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate
- B. Approval of Dates and Locations to Conduct Items of Business Regarding the Annual Budget and Setting of the Tax Rate
- C. Approval of Monthly Budget Reports and Amendments for May 2021
- D. Approval of Request for Waiver of Penalty and Interest
- E. Approval of the Resolution for the District to Participate in the Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS) Local Government Investment Pool
- F. Approval of the 2021-2022 Technology and Instructional Materials Allotment and Texas Essential Knowledge and Skills Certification Form
- G. Approval of the Memorandum of Understanding (MOU) between SAISD and National Education Equity Lab for Dual Enrollment Courses
- H. Approval of the Memorandum of Understanding (MOU) Between SAISD and Culturingua

- I. Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and Project SEARCH
- J. Approval of the Memorandum of Understanding (MOU) Between SAISD and the University of Texas at San Antonio to Implement the Computer Science for San Antonio Program
- K. Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Housing Authority (SAHA)
- L. Approval of the Memorandum of Understanding (MOU) Between SAISD and Baptist University of the Americas
- M. Approval of the Memorandum of Understanding (MOU) Between SAISD and Guadalupe Community Center
- N. Approval of the Memorandum of Understanding (MOU) Between SAISD and Good Samaritan
- O. Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas Federation for Advanced Manufacturing Education (TX-FAME)
- P. Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Youth
- Q. Approval of the Memorandum of Understanding (MOU) Between SAISD and City of San Antonio (COSA)
- R. Approval of the Memorandum of Understanding (MOU) Between SAISD and American Sunrise
- S. Approval of the Memorandum of Understanding (MOU) Between SAISD and Positive Solutions Charter School
- T. Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas Can Academies Charter School at Highlands High School
- U. Approval of the Educational Experience Affiliation Agreement Between SAISD and the University of Texas at Austin
- V. Approval of the Affiliation Agreement Between SAISD and Texas State University School of Social Work
- W. Approval of the Memorandum of Understanding (MOU) Between SAISD and Latched Support
- X. Approval of the Memorandum of Understanding (MOU) Between SAISD and Catholic Charities, Archdiocese of San Antonio, Inc.
- Y. Approval of the Memorandum of Understanding (MOU) Between SAISD and Undies for Everyone
- Z. Approval of Minutes for the following meetings:
  - 1. April 5, 2021 Board Business Meeting A
  - 2. April 12, 2021 Board Business Meeting B

## 5. Closed Session

- A. Mrs. Radle convened the Board in Closed Session at 10:03 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074) to discuss and/or receive information about the items under this section listed as 5A1, 5A2, 5A3, 5A4, 5A5, 5A6, 5A7, 5A8, and 5A9.
- B. Mrs. Radle reconvened the Board in Open Session at 11:21 p.m. and took appropriate action on the items discussed in Closed Session. Items 5A1 through 5A9 are listed as follows:
  - 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)  
No action taken.
  - 2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification and dismissal of an employee. (TGC 551.071 and TGC 551.074)  
No action taken.
  - 3. Proposal to non-renew term contract employee(s) at the end of the 2020-2021 school year pursuant to TEC 21.206 (551.071 and TGC 551.074)  
Motion by Ms. Guerrero to propose the non-renewal of the term contract of Dr. Mateen Diop at the end of the 2020-2021 school year as discussed in closed session and authorize the

Superintendent, or his designee to provide the employee notice of the Board's action. Second by Mrs. Martinez. This item was approved by a vote of 7-0 with all Board members present.

4. Proposal to terminate probationary contract employee(s) at the end of the 2020-2021 school year in the best interest of the District pursuant to TEC Section 21.103 (TGC 551.071 and TGC 551.074)

Motion by Ms. Guerrero to terminate the probationary contracts of Elsa Aguilar Cornejo, Rachell Tucker, and Rameshwar Pathak at the end of the 2020-2021 school year in the best interest of the District, as discussed in closed session, and authorize the Superintendent, or his designee to provide the employees with notice of the Board's action. Second by Mrs. Martinez. This item was approved by a vote of 7-0 with all Board members present.

5. Proposal to terminate continuing contract teacher(s) for good cause pursuant to TEC 21.156 (TGC 551.071 and TGC 551.074)

Motion by Ms. Guerrero to propose the termination of the continuing contracts of Ashley Malloy and Jose Castro for good cause, as discussed in closed session, and authorize the Superintendent, or his designee, to provide the employees with notice of the Board's action. Second by Mrs. Martinez. This item was approved by a vote of 7-0 with all Board members present.

6. Consultation with Superintendent and discussion regarding the Superintendent's recommendation of the candidate to be hired for the position of Senior Executive Director of Fine Arts. (TGC 551.074)

Motion by Ms. Guerrero to approve the hiring of Daniel Loudenback for the position of Senior Executive Director of Fine Arts for the 2021-2022 school year, subject to the Superintendent's authority to reassign. Second by Mr. Lecholop. This item was approved by a vote of 7-0 with all Board members present.

7. Consultation with Superintendent and discussion regarding the Superintendent's recommendation of the candidate to be hired for the position of Senior Executive Director of Curriculum, Instruction & Assessment. (TGC 551.074)

Motion by Ms. Guerrero to approve the hiring of Kendra Doyle for the position of Senior Executive Director of Curriculum, Instruction & Assessment for the 2021-2022 school year, subject to the Superintendent's authority to reassign. Second by Mrs. Sebastian-Perry. This item was approved by a vote of 7-0 with all Board members present.

8. Consultation with Superintendent and discussion regarding the Superintendent's recommendation of the candidate to be hired for the position of Senior Executive Director of Educational Technology & Extended Learning. (TGC 551.074)

Motion by Ms. Guerrero to approve the hiring of Rebecca Landa for the position of Senior Executive Director of Educational Technology & Extended Learning for the 2021-2022 school year, subject to the Superintendent's authority to reassign. Second by Mr. Valdez. This item was approved by a vote of 7-0 with all Board members present.

9. Consultation with Superintendent and discussion regarding the Superintendent's recommendation of the candidate to be hired for the position of Assistant Superintendent of College, Career, & Military Readiness. (TGC 551.074)

Motion by Ms. Guerrero to approve the hiring of Johnny Vahalik for the position of Assistant Superintendent of College, Career, & Military Readiness for the 2021-2022 school year, subject to the Superintendent's authority to reassign. Second by Mr. Valdez. This item was approved by a vote of 7-0 with all Board members present.

**6. Canvassing of Election Returns for the May 2021 SAISD Trustee Election**

- A. Canvass of Election Returns for the May 1, 2021, General Election of Trustees from Single Member Districts 1, 3, 4, and 7; and Approval of Tabulation Report

Ms. Guerrero read the following motion from the agenda summary: "Move that this Canvassing Authority hereby approves, as presented, the Media Report received from the Bexar County Elections Administrator as the District's official Tabulation Report of election results for the May 1, 2021, General Election of Trustees in the San Antonio Independent School District from Single Member Districts 1, 3, 4, and 7, showing for each Candidate the total number of votes received in each precinct, the sum of the precinct totals, and the total number of voters who cast a ballot for a candidate; and that a copy of the Tabulation Report (including the Early Voting Report) shall be attached to the official minutes of the canvass of the Trustee election." Second by Mrs. Martinez. This item was approved by a vote of 7-0 with all Board members present. Please note: To view the results, click on the [May 1, 2021 SAISD Election Tabulation Report](#) that is referenced in these meeting minutes. The results of the May 1, 2021 Trustee elections in the San Antonio Independent School District, as shown by the Tabulation Report from the Canvass of Election Returns, are as follows: In Single Member District 1, Sarah Sorensen, is the winner for a full 4-year term of office. In Single Member District 3, Leticia Ozuna, is the winner for a full 4-year term of office. In Single Member District 4, Art Valdez, is the winner for a full 4-year term of office. In Single Member District 7, Ed Garza, is the winner for a full 4-year term of office.

**7. Adjournment**

- A. Mrs. Radle adjourned the meeting at 11:31 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Board Business Meeting A/Official Canvass of May Elections of the Board of Education of the San Antonio Independent School District held on May 10, 2021 were duly approved at a meeting held on August 16, 2021.

**ATTEST:**

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**Christina Martinez**  
President, Board of Education  
San Antonio Independent School District

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**Arthur Valdez**  
Secretary, Board of Education  
San Antonio Independent School District

**Board Business Meeting B**  
**San Antonio Independent School District Board of Trustees**  
**May 17, 2021**

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NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Meeting B of the Board of Trustees of the San Antonio ISD was held on Monday, May 17, 2021, beginning at 5:35 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

**1. Call to Order**

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0

- a. Mrs. Patti Radle
- b. Mr. Arthur Valdez
- c. Ms. Debra Guerrero - absent (*Please note: Following the Oath of Office, Mrs. Leticia Ozuna took her seat as the new SAISD Trustee for District 3.*)
- d. Mr. Ed Garza
- e. Mr. Steve Lecholop - absent (*Please note: Following the Oath of Office, Mrs. Sarah Sorensen took her seat as the new SAISD Trustee for District 1.*)
- f. Mrs. Christina Martinez
- g. Mrs. Alicia Sebastian-Perry – arrived at 5:58 p.m.

2. Recording of Superintendent Present

- a. Mr. Pedro Martinez

3. Pledge of Allegiance to the U. S. Flag

4. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

B. Citizens' Presentations - 60-minute total time limit for this item

***For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.***

1. Maribel Gardea, MindshiftED
2. Joe Cantu, MindshiftED
3. Veronica Callejos, MindshiftED
4. Alejandra Lopez, San Antonio Alliance

**2. Ceremonial and Recognitions**

A. Ceremonial Administration of the Oath of Office for Elected Officers from Single-Member Districts (SMDs) One, Three, Four, and Seven

This was a discussion-only item. No action was required. Theresa Mendoza, SAISD Board Services Manager and Notary, administered the Oath of Office to newly-elected Trustees Sarah Sorensen and Leticia Ozuna and to re-elected Trustees Art Valdez and Ed Garza. The four Trustees expressed words of gratitude to their families and supporters on their successful elections.

B. Recognition of Ferdinand Herff Academy for Winning the San Antonio Read to the Final Four Championship and Receiving a \$5,000 Award from the Laura Bush Foundation for America's Libraries

This was a discussion-only item. No action was required.

C. Recognition of the Distinguished Teachers of the Year and Rising Star Honorees for 2020-2021

This was a discussion-only item. No action was required.

**3. Governance**

- A. Approval of the Proclamation in Recognition of May 2021 as International Internal Audit Awareness Month  
Motion by Mr. Valdez; second by Mrs. Martinez; approved by a vote of 7-0 with all Board members present.
- B. Update on SAISD's Response to the Ongoing COVID-19 Crisis and Associated Expenditures  
This was a discussion-only item. No action was required.
- C. Presentation of the 2021-2022 Budget Priorities  
This was a discussion-only item. No action was required.
- D. SAISD Board of Trustee Committee Reports  
This was a discussion-only item. No action was required.

**4. Consent Agenda**

Motion by Mr. Valdez; second by Mrs. Sebastian-Perry; approved by a vote of 7-0 with all Board members present. Consent items included 4A, 4B, and 4C.

- A. Approval of the Purchase and Implementation of Endpoint Detection Response and Antivirus
- B. Approval of General Contractor for the Boiler Replacements for Neal Elementary School
- C. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards

**5. Closed Session**

- A. Mrs. Radle convened the Board in Closed Session at 9:33 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074) to discuss and/or receive information about the items under this section listed as 5A1, 5A2, 5A3, and 5A4.
- B. Mrs. Radle reconvened the Board in Open Session at 10:07 p.m. and took appropriate action on the items discussed in Closed Session. Items 5A1 through 5A4 are listed as follows:
  - 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)  
No action taken.
  - 2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification and dismissal of an employee. (TGC 551.071 and TGC 551.074)  
No action taken.
  - 3. Discussion on proposed Real Estate Sales Contract with Brooks Development Authority to purchase the CAST Med HS and gym properties at Brooks City Base. (TGC 551.071 and TGC 551.072)  
Motion by Mr. Valdez; second by Mrs. Sebastian-Perry; approved by a vote of 7-0 with all Board members present. The Board approved the Real Estate Sales Contract with Brooks Development Authority and authorized the Superintendent to sign on behalf of the District, the Contract and other documents necessary to effectuate the transaction.
  - 4. Discussion on proposed Lease with Brooks Development Authority to lease an athletic track facility and other field at Brooks City Base. (TGC 551.071 and TGC 551.072)  
Motion by Mr. Valdez; second by Ms. Ozuna; approved by a vote of 7-0 with all Board members present. The Board approved the Lease with Brooks Development Authority and authorized the Superintendent to sign the Lease on behalf of the District.

**6. Adjournment**

- A. Mrs. Radle adjourned the meeting at 10:10 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Board Business Meeting B of the Board of Education of the San Antonio Independent School District held on May 17, 2021 were duly approved at a meeting held on August 16, 2021.

**ATTEST:**

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**Christina Martinez**  
President, Board of Education  
San Antonio Independent School District

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**Arthur Valdez**  
Secretary, Board of Education  
San Antonio Independent School District

**Minutes of Special Board Meeting**  
**San Antonio Independent School District Board of Trustees**  
**May 27, 2021**

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NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Special Board Meeting of the Board of Trustees of the San Antonio ISD was held on Thursday, May 27, 2021, beginning at 5:31 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

**1. Call to Order**

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum Present 5 Absent 2
  - a. Mrs. Patti Radle
  - b. Mr. Arthur Valdez
  - c. Mr. Ed Garza – left at 7:56 p.m.
  - d. Mrs. Christina Martinez – absent
  - e. Mrs. Alicia Sebastian-Perry
  - f. Mrs. Leticia Ozuna – absent
  - g. Mrs. Sarah Sorensen
2. Recording of Superintendent Present
  - a. Mr. Pedro Martinez
3. Pledge of Allegiance to the U. S. Flag
4. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

**2. Closed Session**

- A. Mrs. Radle convened the Board in Closed Session at 5:32 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.074, and TGC 551.082) to discuss and/or receive information about the item under this section listed as 2A1.
- B. Mrs. Radle reconvened the Board in Open Session at 7:50 p.m. and took appropriate action on the item discussed in Closed Session listed as 2A1. The Board convened back into Closed Session at 7:57 p.m. and returned in Open Session at 9:40 p.m. and took appropriate action on the item discussed in Closed Session listed as 2A2.
  1. Hear and consider the Level III Grievance of Mateen Diop and consult with attorney on matter. (TGC 551.071 and TGC 551.074)  
Motion by Mr. Valdez that the Board take no action. Second by Mrs. Sebastian-Perry. This motion was approved by a vote of 5-0 with Mrs. Martinez and Mrs. Ozuna being absent.
  2. Hear and consider the Level III Grievance of Julie Castro and consult with attorney on matter. (TGC 551.071 and TGC 551.074)  
Motion by Mr. Valdez to deny the grievance of Ms. Julie Castro and all remedies sought, as discussed in closed session. Second by Ms. Sebastian-Perry. This item was not approved by a vote of 1-3 with Mr. Garza, Mrs. Martinez, and Mrs. Ozuna being absent. A second motion by Mr. Valdez that the Board take no action. Second by Mrs. Sebastian-Perry. The motion was approved by a vote of 3-1 with Mrs. Sorensen voting no and with Mr. Garza, Mrs. Martinez, and Mrs. Ozuna being absent.

**3. Adjournment**

- A. Mrs. Radle adjourned the meeting at 9:51 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Special Board Meeting of the Board of Education of the San Antonio Independent School District held on May 27, 2021 were duly approved at a meeting held on August 16, 2021.

**ATTEST:**

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**Christina Martinez**  
**President, Board of Education**  
**San Antonio Independent School District**

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**Arthur Valdez**  
**Secretary, Board of Education**  
**San Antonio Independent School District**

**Public Hearing  
San Antonio Independent School District Board of Trustees  
June 21, 2021**

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NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Public Hearing of the Board of Trustees of the San Antonio ISD was held on Monday, June 21, 2021, beginning at 5:38 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

**1. Call to Order**

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum Present 6 Absent 1

- a. Mrs. Patti Radle
- b. Mr. Arthur V. Valdez
- c. Mr. Ed Garza – arrived at 5:39 p.m.
- d. Mrs. Christina Martinez
- e. Mrs. Alicia Sebastian-Perry
- f. Mrs. Leticia Ozuna – absent
- g. Ms. Sarah Sorensen

2. Recording of Superintendent Present

- a. Mr. Pedro Martinez

3. Pledge of Allegiance to the U. S. Flag

4. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

5. Citizens' Presentations - 30-minute total time limit for this item

***For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.***

1. David Garza, SAISD parent
2. Jason Mims, community member
3. Maritza Barrera, SAISD Family and Community Engagement Specialist
4. Maribel Gardea, MindshiftED
5. April Morales, MindshiftED
6. Dolores Moreno-Valles, MindshiftED
7. Rosa Villanueva, SAISD student
8. Janet Garcia, MindshiftED
9. Joe Cantu, MindshiftED

**2. Public Meeting to Discuss the 2021-2022 Budget and Proposed Tax Rate**

The Board received information on the 2021-2022 Budget and Proposed Tax Rate. This was a discussion-only item. No action was required.

**3. Adjournment**

- A. Mrs. Radle adjourned the meeting at 6:32 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Public Hearing of the Board of Education of the San Antonio Independent School District held on June 21, 2021 were duly approved at a meeting held on August 16, 2021.

**ATTEST:**

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**Christina Martinez**  
**President, Board of Education**  
**San Antonio Independent School District**

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**Arthur Valdez**  
**Secretary, Board of Education**  
**San Antonio Independent School District**

**Board Business Meeting  
San Antonio Independent School District Board of Trustees  
June 21, 2021**

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NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Business Meeting of the Board of Trustees of the San Antonio ISD was held on Monday, June 21, 2021, beginning at 6:32 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

**1. Call to Order**

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum Present 6 Absent 1

- a. Mrs. Patti Radle
- b. Mr. Arthur Valdez
- c. Mr. Ed Garza
- d. Mrs. Christina Martinez
- e. Mrs. Alicia Sebastian-Perry
- f. Ms. Leticia Ozuna – absent
- g. Ms. Sarah Sorensen

2. Recording of Superintendent Present

- a. Mr. Pedro Martinez

3. Pledge of Allegiance to the U. S. Flag

4. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

B. Citizens' Presentations - 60-minute total time limit for this item

***For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.***

- 1. Leticia Jasso-Lara, SAISD parent
- 2. Alejo Pena-Soto, SAISD Student Coalition
- 3. Bella Garcia, former SAISD student
- 4. Veronica Callejos, MindshiftED
- 5. Gema Aleman, former SAISD student
- 6. Naylei Aleman, SAISD student
- 7. Jazmin Rivera, former SAISD student
- 8. Luke Amphlett, SAISD teacher
- 9. Jennifer Tobias, community member
- 10. David Garza, SAISD teacher
- 11. Jason Mims, community member
- 12. Justice Lovin, SAISD teacher
- 13. Adrian Reyna, SAISD teacher
- 14. Alejandra Lopez, San Antonio Alliance

**2. Recognitions**

A. Recognition of the 2020-2021 Members of the SAISD Student Advisory Committee

This was a discussion-only item. No action was required.

B. Recognition of SAISD JROTC High Schools for their Achievements at the United States Army Cadet Command, Army National Drill Team Championship, and All Services National Drill Team Championship

This was a discussion-only item. No action was required.

- C. Recognition of the 2019-2021 Cohort of the SAISD District Leadership Team (DLT)  
This was a discussion-only item. No action was required.

### 3. Governance

- A. Approval of Final Amended Budget for Fiscal Year 2020-2021  
Motion by Mrs. Martinez; second by Mrs. Sebastian-Perry; approved by a vote of 6-0 with Mrs. Ozuna being absent.
- B. Adoption of the 2021-2022 San Antonio Independent School District Budget  
Motion by Mr. Valdez; second by Mrs. Martinez; approved by a vote of 6-0 with Mrs. Ozuna being absent.
- C. Approval of the Charter of the Bond 2020 Citizens Advisory Committee (CAC) and Application Deadline  
Motion by Mrs. Sorensen; second by Mrs. Martinez; approved by a vote of 6-0 with Mrs. Ozuna being absent.
- D. Approval of Revisions to Board Policies BJA (LOCAL), CKC (LOCAL), DK (LOCAL), and FNCA (LOCAL)  
Motion by Mrs. Sebastian-Perry; second by Mrs. Martinez; approved by a vote of 6-0 with Mrs. Ozuna being absent.
- E. Approval of Revisions to Board Policy AE (LOCAL) - Educational Philosophy  
Motion by Mr. Valdez; second by Mrs. Sebastian-Perry; approved by a vote of 6-0 with Mrs. Ozuna being absent.
- F. Approval of Revisions to Board Policy BQA (LOCAL) Planning and Decision-Making Process: District-Level  
Motion by Mrs. Sebastian-Perry; second by Mr. Valdez; approved by a vote of 6-0 with Mrs. Ozuna being absent.
- G. Approval of the Resolution Regarding Elementary and Secondary School Emergency Relief III (ESSER III) and to Adopt Board Policy CB (LOCAL) - State and Federal Revenue Sources  
Motion by Mr. Valdez; second by Mrs. Sebastian-Perry; approved by a vote of 6-0 with Mrs. Ozuna being absent.
- H. Approval of the Quarterly Investment Report from January 2021 to March 2021  
Motion by Mr. Valdez; second by Mrs. Sorensen; approved by a vote of 6-0 with Mrs. Ozuna being absent.
- I. SAISD Board of Trustee Committee Reports  
This was a discussion-only item. No action was required.
- J. Discuss and Possibly Approve the Reorganization of the SAISD Board of Trustees  
Mrs. Radle nominated Mrs. Martinez as Board Chair and Mr. Valdez as Board Secretary. Mr. Valdez nominated Mrs. Sebastian-Perry as Vice-President. Mr. Garza made a motion of the recommended Board officer roles. Second by Mrs. Sorensen. This item was approved by a vote of 6-0 with Mrs. Ozuna being absent.

### 4. Consent Agenda

Motion by Mr. Valdez; second by Mrs. Martinez; approved by a vote of 6-0 with Mrs. Ozuna being absent. Consent items included 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4L, 4M, 4N, 4O, 4Q, and 4S. Items 4P and 4R.24 were pulled from the Consent Agenda for separate discussion.

- A. Approval of Amendment to Management Agreement between SAISD and Texans Can Academies for Texans Can at Highlands High School
- B. Approval of the Memorandum of Understanding (MOU) Between SAISD and Girls Inc. of San Antonio
- C. Approval of the Memorandum of Understanding (MOU) Between SAISD and Alamo Academies and SAMSAT

- D. Approval of the Memorandum of Understanding (MOU) Between SAISD and SA Talent Inc. dba SA Works
  - E. Approval of the Service Delivery Agreement Renewal Between SAISD and Communities In Schools of San Antonio (CIS-SA) for the Parent And Child Emotional (PACE) Wellness Clinical Counseling Project at Head Start Campuses
  - F. Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Youth For Christ
  - G. Approval of the Memorandum of Agreement (MOA) with Workforce Solutions Alamo in Support of the SAISD Learning Center
  - H. Approval of the Memorandum of Understanding (MOU) Between SAISD and with The Center for Health Care Services to Provide the Youth Mental Health First Aid Course to SAISD Teachers
  - I. Approval of the Memorandum of Understanding (MOU) Between SAISD and Pure Edge, Inc.
  - J. Approval of the Memorandum of Understanding (MOU) Between SAISD and System Management Group
  - K. Approval of the Renewal of Memorandums of Understanding (MOUs) Between SAISD and Partner Universities to Continue Clinical Teaching Residency Programs
  - L. Approval of the Agreement Between SAISD and the National Math and Science Institute (NMSI) for Sam Houston High School
  - M. Approval of the Memorandum of Understanding (MOU) Between SAISD and Children's Hospital of San Antonio (Christus)
  - N. Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and Healy Murphy Center
  - O. Approval of the Memorandum of Understanding (MOU) Between SAISD and Family Service Association
  - P. Approval of Community Partners for the FY2021 Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) Partnership Grant Application  
Motion by Mr. Garza; second by Mr. Valdez; approved by a vote of 5-0 with Mrs. Martinez abstaining and with Mrs. Ozuna being absent.
  - Q. Approval of Request for Waiver of Penalty and Interest
  - R. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards  
Item 4R.24 - Purchase of Administration Building Dining Operations and Development Services (Central Office Dining Operations). This purchase will provide food service options at the new Central Office location to be utilized districtwide by SAISD employees and local community.
- | <b>VENDOR</b>     | <b>AWARD AMOUNT</b>                |
|-------------------|------------------------------------|
| True Flavors, LLC | \$130,000 (annually) approximately |
- S. Approval of Purchases Recommended for Bids, Proposals and Awards Related to SAISD Technology Upgrades

**5. Closed Session**

- A. Mrs. Martinez convened the Board in Closed Session at 9:44 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074) to discuss and/or receive information about the items under this section listed as 5A1, 5A2, 5A3, and 5A4.
- B. Mrs. Martinez reconvened the Board in Open Session at 10:22 p.m. and took appropriate action on the items discussed in Closed Session. Items 5A1 through 5A4 are listed as follows:
  - 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)  
No action taken.
  - 2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification and dismissal of an employee. (TGC 551.071 and TGC 551.074)  
No action taken.

3. Consultation with Superintendent and discussion regarding the Superintendent's recommendation of the candidate to be hired for the position of Senior Executive Director of Innovation. (TGC 551.074)  
Motion by Mr. Valdez; second by Mrs. Sebastian-Perry; approved by a vote of 6-0 with Mrs. Ozuna being absent. The Board approved the hiring of John C. Norman for the position of Senior Executive Director of Innovation and Strategic Partnerships for the 2021-2022 school year, subject to the Superintendent's authority to reassign.
4. Consultation with Superintendent and discussion regarding the Superintendent's recommendation of the candidate to be hired for the position of Chief of Human Capital Management. (TGC 551.074)  
Motion by Mr. Valdez; second by Mrs. Sebastian-Perry; approved by a vote of 6-0 with Mrs. Ozuna being absent. The Board approved the hiring of Dana L. Ray for the position of Chief of Human Capital Management for the 2021-2022 school year, subject to the Superintendent's authority to reassign.

**6. Adjournment**

- A. Mrs. Martinez adjourned the meeting at 10:24 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Board Business Meeting of the Board of Education of the San Antonio Independent School District held on June 21, 2021 were duly approved at a meeting held on August 16, 2021.

**ATTEST:**

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**Christina Martinez**  
**President, Board of Education**  
**San Antonio Independent School District**

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**Arthur Valdez**  
**Secretary, Board of Education**  
**San Antonio Independent School District**

**Board Business Meeting  
San Antonio Independent School District Board of Trustees  
July 19, 2021**

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NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Business Meeting of the Board of Trustees of the San Antonio ISD was held on Monday, July 19, 2021, beginning at 5:46 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

**1. Call to Order**

A. Meeting Called to Order

1. Roll Call of Board Members Present and Declaration of Quorum Present 6 Absent 1

- a. Mrs. Christina Martinez
- b. Mrs. Alicia Sebastian-Perry – absent
- c. Mr. Arthur Valdez
- d. Mr. Ed Garza
- e. Mrs. Leticia Ozuna
- f. Mrs. Patti Radle
- g. Mrs. Sarah Sorensen

2. Recording of Superintendent Present

- a. Mr. Pedro Martinez

3. Pledge of Allegiance to the U. S. Flag

4. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

B. Citizens' Presentations - 60-minute total time limit for this item

***For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.***

- 1. Joe Cantu, MindshiftED
- 2. Jeanette Rodriguez, MindshiftED
- 3. April Morales, MindshiftED
- 4. Nancy Castro, MindshiftED
- 5. Robert Velazquez, MindshiftED
- 6. Maribel Gardea, MindshiftED

**2. Governance**

A. Update on SAISD's Plan to Safely Reopen Schools for the 2021 – 2022 School Year

This was a discussion-only item. No action was required.

B. Update on the 87th Session of the Texas Legislature

This was a discussion-only item. No action was required.

C. Approval of the Service Delivery Agreement Between SAISD and Communities in Schools of San Antonio

Motion by Mrs. Radle; second by Mr. Garza; approved by a vote of 6-0 with Mrs. Sebastian-Perry being absent.

D. Submission by Trustees of the Executed Affidavits Affirming Review and Understanding of the SAISD's Code of Ethics

This was a discussion-only item. No action was required.

E. SAISD Board of Trustee Committee Reports

This was a discussion-only item. No action was required.

- F. Approval of the Restructuring of Board Committees  
Motion by Mrs. Radle; second by Mr. Valdez; approved by a vote of 6-0 with Mrs. Sebastian-Perry being absent. The Board approved the current Board Committee structure be revised to conform to Board Policy BDB (LOCAL) and to amend Board Policy BDB (LOCAL) by adding the Student Advisory Committee as a standing committee; and that in 4 months the Board review the Committee structure.

**3. Consent Agenda**

Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 6-0 with Mrs. Sebastian-Perry being absent. Consent items included 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, and 3J. Item 3K.6 was pulled from the Consent Agenda for separate discussion.

- A. Approval of the Renewal of the Interlocal Agreement Between SAISD and the University of Texas at Austin for OnRamps Dual Enrollment Distance Learning Courses
- B. Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Food Bank
- C. Approval of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Threads
- D. Approval of the Agreement Between SAISD and UP Partnership
- E. Approval to Purchase Hand2Mind Interactive Program for Students in Special Education
- F. Approval of the Renewal of the Service Delivery Agreement between SAISD and City Year San Antonio for the 2021 - 2022 School Year
- G. Approval of the Optional Flexible School Day Program (OFSDP)
- H. Approval of Request for Waiver of Penalty and Interest
- I. Approval of the Covenant of Purpose, Use and Ownership Agreement with Alamo Community College District (ACCD) and the City of San Antonio to Implement Economic Development Administration (EDA) Grant at the Pfeiffer Campus
- J. Approval of the Memorandum of Understanding (MOU) between SAISD and Jefferson Community Church
- K. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards  
Item 3K.6 – Purchase of Administration Building Dining Operations and Development Services (Central Office Dining Operations. This purchase will provide food service options at the new Central Office location to be utilized districtwide by SAISD employees and local community. Motion by Mrs. Radle; second by Mr. Garza; approved by a vote of 6-0 with Mrs. Sebastian-Perry being absent.

**VENDOR**

True Flavors, LLC

**AWARD AMOUNT**

\$130,000 (annually) approximately

**4. Closed Session**

- A. Mrs. Martinez convened the Board in Closed Session at 8:31 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074) to discuss and/or receive information about the items under this section listed as 4A1, 4A2, 4A3, and 4A4.
- B. Mrs. Martinez reconvened the Board in Open Session at 9:35 p.m. and took appropriate action on the items discussed in Closed Session. Items 4A1 through 4A4 are listed as follows
  - 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)  
No action taken.
  - 2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification and dismissal of an employee. (TGC 551.071 and TGC 551.074)  
No action taken.
  - 3. Consultation with legal counsel on the status of San Antonio Independent School District v. Lexington Insurance Company, McLarens, Inc., William J. Adams & Frost Insurance Agency,

Inc.; Cause No. 2017-CI-15803 in the 150th Judicial District Court of Bexar County, Texas. (TGC 551.071)

No action taken.

4. Consultation with attorney and deliberation on the appointment of a Records Administrator pursuant to Chapter 176 of the Texas Local Government Code. (TGC 551.071 and TGC 551.074)

Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 6-0 with Mrs. Sebastian-Perry being absent. The Board approved the appointment of Julissa Herrera as Interim Records Administrator pursuant to Chapter 176 of the Texas Local Government Code.

**5. Adjournment**

- A. Mrs. Martinez adjourned the meeting at 9:36 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Board Business Meeting of the Board of Education of the San Antonio Independent School District held on July 19, 2021 were duly approved at a meeting held on August 16, 2021.

**ATTEST:**

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**Christina Martinez**  
**President, Board of Education**  
**San Antonio Independent School District**

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**Arthur Valdez**  
**Secretary, Board of Education**  
**San Antonio Independent School District**