



BOARD BUSINESS MEETING

Monday, August 21, 2023
5:30 PM
Board Room
514 W. Quincy Street
San Antonio, TX 78212

AGENDA

1. **Meeting Called to Order**
 - A. Roll Call of Board Members Present and Declaration of Quorum Present _____
Absent _____
 1. Mrs. Christina Martinez
 2. Ms. Alicia Sebastian
 3. Mr. Arthur Valdez
 4. Mr. Ed Garza
 5. Ms. Leticia Ozuna
 6. Mrs. Sarah Sorensen
 7. Mrs. Stephanie Torres
 - B. Recording of Superintendent Present
 1. Dr. Jaime Aquino
 - C. Pledge of Allegiance to the U. S. Flag
 - D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
 - E. Citizens' Presentations - 60-minute total time limit for this item
2. **Governance**
 - A. Presentation on 2023-24 Membership: Week 1 5
 - B. Approval of Modifications to the 2023-2024 SAISD Instructional Calendar 7
 - C. Acceptance of Bexar Appraisal District's Certified Appraisal Roll and Supplemental Appraisal Roll for Tax Year 2023 11

BOARD OF TRUSTEES

Christina Martinez, President
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary
Ed Garza, Trustee

Leticia Ozuna, Trustee
1 Sarah Sorensen, Trustee

Stephanie Torres, Trustee
Dr. Jaime Aquino, Superintendent



D. Designation of Officer Responsible for Calculating and Reporting District Tax Rates	15
E. Acceptance of the No-New-Revenue Tax Rate and Voter-Approval Tax Rate for Tax Year 2023	18
F. Approval of Ordinance and Order Adopting Tax Rate for School Year-2023-2024	21
G. Consider and Act on New Security Requirements for Public Schools related to HB 3 of the 2023 Texas Legislature	25
3. Consent Agenda	
A. Approval to Adopt or Revise Local Board Policies	27
B. Approval of the 2023-2024 Shared Services Agreement (SSA) Between SAISD and the Education Service Center, Region 20 for Title I Non-Public Schools	73
C. Approval of the Memorandum of Understanding for SAISD, The University of Texas at San Antonio (UTSA), Texas A&M University San Antonio (TAMUSA), and Region 20 to Participate in Texas Strategic Staffing (TSS) with Teacher Residents	77
D. Approval of the Renewal of the Memorandum of Understanding Between SAISD and Healy Murphy Center	93
E. Approval of the Memorandum of Agreement (MOA) Between SAISD and the University of Texas A&M San Antonio	108
F. Approval of the Memorandum of Agreement (MOA) Between SAISD and the University of South Carolina	114
G. Approval of the Affiliation Agreement Between SAISD and The University of Oklahoma	125
H. Approval of the Educational Experience Agreement (Agreement) Between SAISD and The University of Texas at San Antonio	139
I. Approval of Installation of a Texas Historical Marker on the Grounds of the Central Administration Building at 514 W. Quincy Ave.	146
J. Approval of Installation of a Fox Tech Vietnam Fallen Heroes Plaque	150
K. Approval of Monthly Budget Reports and Amendments for August 2023	154
L. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards	162
M. Approval of Minutes for the following meetings:	
1. July 17, 2023 Board Business Meeting	171
4. Closed Session	
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, TGC 551.074, and TGC 551.076)	

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Leticia Ozuna, Trustee
2 Sarah Sorensen, Trustee

Stephanie Torres, Trustee
Dr. Jaime Aquino, Superintendent



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
BOARD & SUPERINTENDENT SERVICES

514 W. Quincy St.
San Antonio, TX 78212
www.saisd.net
210.554.2297

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)
 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 authority to accept resignations of contract personnel during the contract term or after the resignation deadline. (TGC 551.071, 551.074)
 4. Deliberation regarding a security plan related to the requirements of recently enacted Texas Law, HB3. (TGC 551.076)
 5. Consultation with legal counsel regarding legal issues related to trustee self-assessment. (TGC 551.071).
 6. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
 7. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
 8. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
 9. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
 10. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
 11. Hear and consider the Level III Grievance of Brianna Christian and consult with attorney on matter. (TGC 551.071 and TGC 551.074)
- 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.

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Arthur V. Valdez, Secretary
Ed Garza, Trustee

Leticia Ozuna, Trustee
3 Sarah Sorensen, Trustee

Stephanie Torres, Trustee
Dr. Jaime Aquino, Superintendent



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
BOARD & SUPERINTENDENT SERVICES

Posted on Friday, August 18, 2023 at 5:30 p.m.

514 W. Quincy St.
San Antonio, TX 78212
www.saisd.net
210.554.2297

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 (210) 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

4

Leticia Ozuna, Trustee
Sarah Sorensen, Trustee

Stephanie Torres, Trustee
Dr. Jaime Aquino, Superintendent

San Antonio ISD is committed to non-discrimination on the basis of race, color, ethnicity, culture, religion, national origin, age, sex, gender identity, gender expression, sexual orientation, appearance, immigration/citizenship status, home language, socioeconomic status, or disability in its educational programs, services, and District business functions. Information on persons designated to handle inquiries regarding non-discrimination policies can be found within SAISD Board Policies DIA(EXHIBIT) or FFH(EXHIBIT), available online at: <https://pol.tasb.org/PolicyOnline?key=176>

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Presentation on 2023-24 Membership: Week 1

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTERS: Theresa Urrabazo, Chief, Data Operations & Services

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will receive a presentation covering student membership for the first week of school. A historical look of Week 1 enrollment will be provided in addition to a review of registration data and rates of re-enrollment.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow

any neighborhood to be without a high-quality school.

- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Modifications to the 2023-2024 SAISD Instructional Calendar

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Patti Salzmann

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve modifications to the 2023-2024 SAISD Instructional Calendar. The modifications include new early release dates which have no impact on the official number of instructional days. Early release is proposed for the following dates:

- September 19, 2023
- November 17, 2023
- December 13, 2023

Click below to watch the video recording or access the pdf presentation.

- <https://youtu.be/f2wVerCfbeU>
- [Revised Instructional Calendar PPT](#)

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the modifications to the 2023-2024 SAISD Instructional Calendar.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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2023-2024 INSTRUCTIONAL CALENDAR

514 W. Quincy
San Antonio, Texas 78212
210-554-2200 | www.saisd.net
@SanAntonioISD
@SAISD

'23 JULY

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
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30	31					

AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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'24 JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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JULY

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CALENDAR KEY

- Holiday
- Professional Development
- Teacher Planning Time
- Student Holiday | Prof. Dev. & Teacher Planning Time
- Early Release
- Student Holiday | Parent/Teacher Conferences
- Bad Weather Makeup Day
- First and Last Day of School
- Grading Period Start/End

GRADING PERIODS

1st Grading Per. - Aug. 15 - Oct. 13
 2nd Grading Per. - Oct. 17 - Dec. 15
 3rd Grading Per. - Jan. 3 - Mar. 8
 4th Grading Per. - Mar. 19 - May 30

ADDITIONAL NOTES

First Day: Aug. 15, 2023
 Last Day: May 30, 2024
 First Semester: Aug. 15 - Dec. 15
 Second Semester: Jan. 3 - May 30



CALENDARIO ACADÉMICO 2023-2024

514 W. Quincy
San Antonio, Texas 78212
210-554-2200 | www.saisd.net
@SanAntonioISD @SAISD

'23 JULIO

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OCTUBRE

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NOVIEMBRE

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JULIO

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20	21	22	23	24	25	26
27	28	29	30	31		

CLAVE DEL CALENDARIO

- Día feriado
- Desarrollo profesional
- Día de planificación para maestros
- Feriado para estudiantes | Desarrollo prof. y Día de planificación para maestros
- Salida temprana
- Feriado para estudiantes | Conferencias de padres y maestros
- Día de recuperación por mal clima
- Primer y último día de clases
- [] Principio/final de periodo de calificación

PERIODOS DE CALIFICACIÓN

1.er ciclo de calif. - 15 de ago. - 13 de oct.
 2.º ciclo de calif. - 17 de oct. - 15 de dic.
 3.er ciclo de calif. - 3 de ene. - 8 de mar.
 4.º ciclo de calif. - 19 de mar. - 30 de mayo

NOTAS ADICIONALES

Primer día: 15 de ago. de 2023
 Último día: 30 de mayo de 2024
 Primer semestre: 15 de ago. - 15 de dic.
 Segundo semestre: 3 de ene. - 30 de mayo

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Acceptance of Bexar Appraisal District’s Certified Appraisal Roll and Supplemental Appraisal Roll for Tax Year 2023

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer

PRESENTER: Dottie Carreon

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the certified appraisal roll for tax year 2023 for the San Antonio Independent School District. 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, 2023 and ending December 31, 2023 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, 2023. 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.

The Chief Appraiser also provided a supplemental roll that reflects changes contingent on voter approval of Proposition 4 at the Constitutional Amendment Election on November 7, 2023. This proposition would increase the state mandated homestead exemption from \$40,000 to \$100,000.

Click below to watch the video recording or access the pdf presentation. These links reference items 2C, 2D, 2E, and 2F in the agenda packet.

- <https://youtu.be/NuovcIVfLQs>
- [Tax Rate Adoption PPT](#)

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the certified and supplemental appraisal roll for tax year 2023 for the San Antonio Independent School District.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

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- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

**ACCEPTANCE OF THE CERTIFIED APPRAISAL ROLL FOR
TAX YEAR 2023 WITH \$40,000 HOMESTEAD EXEMPTION FOR
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, 2023 and ending December 31, 2023, 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, 2023. 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:	Total Market Value of Real Property	34,557,681,542
Less:	Agricultural Exclusion	(17,447,114)
Less:	Value Cap on Homesteads	(1,923,144,606)
Plus:	Total Market Value of Non-Real Property	3,052,632,273
	Assessed Value	35,669,722,095
Less:	Homestead Exemptions	(1,943,919,155)
	Over 65 Exemptions	(227,043,525)
	Disabled Veterans	(246,418,833)
	Disabled Residential Homestead	(17,112,570)
	Freeport Exemption	(283,024,393)
	Absolute Exemptions	(5,553,633,608)
	Other	(104,133,469)
		(8,375,285,553)
	Net Certified Taxable Value	27,294,436,542

Chief Appraiser Estimate of Uncertified Roll:

Plus:	Total Market Value of Real Property	3,724,234,885
Less:	Agricultural Exclusion	(1,922,940)
Less:	Value Cap on Homesteads	(194,785,998)
Plus:	Total Market Value of Non-Real Property	25,602,950
	Uncertified Assessed Value	3,553,128,897
Less:	Homestead Exemptions	(175,457,665)
	Over 65 Exemptions	(13,678,542)
	Disabled Veterans	(7,608,222)
	Disabled Residential Homestead	(1,060,000)
	Freeport Exemption	0
	Absolute Exemptions	(19,286,497)
	Other	(134,270)
		(217,225,196)
	Net Uncertified Taxable Value	3,335,903,701

Net Taxable Appraisal Roll Before Tax Freeze **30,630,340,243**

Less: Taxable Value of Over 65 & Disabled Persons with Frozen Taxes (2,754,310,310)

2023 Total Taxable Value After Tax Freeze **27,876,029,933**

* Includes \$593,382,885 of New Improvements.

**ACCEPTANCE OF THE SUPPLEMENTAL APPRAISAL ROLL FOR
TAX YEAR 2023 WITH \$100,000 HOMESTEAD EXEMPTION FOR
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, 2023 and ending December 31, 2023, 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, 2023. 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. The information provided below is contingent on voter approval of Proposition 4 at the Constitutional Amendment Election on November 7, 2023.

*** Certified Appraisal Roll:**

Plus:	Total Market Value of Real Property	34,557,681,542
Less:	Agricultural Exclusion	(17,447,114)
Less:	Value Cap on Homesteads	(1,923,144,606)
Plus:	Total Market Value of Non-Real Property	3,052,632,273
	Assessed Value	35,669,722,095
Less:	Homestead Exemptions	(4,267,276,596)
	Over 65 Exemptions	(163,875,971)
	Disabled Veterans	(171,230,447)
	Disabled Residential Homestead	(11,120,789)
	Freeport Exemption	(283,024,393)
	Absolute Exemptions	(5,553,579,690)
	Other	(104,027,520)
		(10,554,135,406)
	Net Certified Taxable Value	25,115,586,689

Chief Appraiser Estimate of Uncertified Roll:

Plus:	Total Market Value of Real Property	3,724,234,885
Less:	Agricultural Exclusion	(1,922,940)
Less:	Value Cap on Homesteads	(194,785,998)
Plus:	Total Market Value of Non-Real Property	25,602,950
	Uncertified Assessed Value	3,553,128,897
Less:	Homestead Exemptions	(399,473,915)
	Over 65 Exemptions	(11,621,486)
	Disabled Veterans	(5,520,948)
	Disabled Residential Homestead	(742,139)
	Freeport Exemption	0
	Absolute Exemptions	(19,286,497)
	Other	(134,270)
		(436,779,255)
	Net Uncertified Taxable Value	3,116,349,642

Net Taxable Appraisal Roll Before Tax Freeze **28,231,936,331**

Less: Taxable Value of Over 65 & Disabled Persons with Frozen Taxes (1,545,064,681)

2023 Total Taxable Value After Tax Freeze **26,686,871,650**

* Includes \$590,769,769 of New Improvements.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Designation of Officer Responsible for Calculating and Reporting District Tax Rates

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer

PRESENTER: Dottie Carreon

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

Once the District’s tax assessor submits the appraisal roll to the Board, an officer or employee designated by the Board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the district. The designated officer or employee shall use the tax rate calculation forms prescribed by the comptroller under Tax Code 5.07 in calculating the no-new-revenue tax rate and the voter-approval tax rate and shall then submit the tax rate calculation forms used in calculating the rates to the county assessor-collector. The District continues to utilize the consultant services of Moak, Casey, and Associates to oversee this work. However, the Board must designate an officer or employee of the school district to be responsible for these duties.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board of Trustees hereby appoints the District’s Chief Financial Officer as the designated officer responsible for calculating and reporting the no-new-revenue tax rate and the voter-approval tax rate as determined by state law.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the

percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

**RESOLUTION OF THE BOARD OF
TRUSTEES OF SAN ANTONIO
INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Board of Trustees (“Board”) of the San Antonio Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District; and

WHEREAS, the Board, as authorized by Texas Education Code § 45.002, .003(a) may levy, assess, and collect annual ad valorem taxes for the maintenance of the district’s schools; and

WHEREAS, after the District’s assessor submits the appraisal roll to the board, an officer or employee designated by the board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the district; and

WHEREAS, the designated officer or employee shall use the tax rate calculation forms prescribed by the comptroller under Tax Code 5.07 in calculating the no-new-revenue tax rate and the voter-approval tax rate; and

WHEREAS, pursuant to Texas Tax Code § 26.04(c), (d-1), (d-3), as soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate of the district, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the territory of the district is located.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT:

RESOLVED, the Board of Trustees hereby appoints the District’s Chief Financial Officer as the designated officer responsible for calculating and reporting the no-new-revenue tax rate and the voter-approval tax rate as determined by state law.

RESOLVED, the authority granted by this resolution is effective henceforth unless the Board takes action to change the title of the appointee.

PASSED AND APPROVED this ____ day of _____ 2023 by the Board of Trustees for the San Antonio Independent School District.

By: _____
Christina Martinez, Board President

Attest: _____
Arthur Valdez, Board Secretary

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Acceptance of the No-New-Revenue Tax Rate and Voter-Approval Tax Rate for Tax Year 2023

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer

PRESENTER: Dottie Carreon

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the no-new-revenue tax rate and voter-approval tax rate for tax year 2023 for the San Antonio Independent School District. 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 2023 and 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

Be it resolved that the Board accept the no-new-revenue tax rate and voter-approval tax rate for tax year 2023 for the San Antonio Independent School District.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

2023 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** (formerly referred to as the effective tax rate) would impose the same total taxes as last year if you compare properties taxed in both years, less improvements made to those properties. It does not account for impacts in state aid or recapture that would occur if the rate was adopted.
- **This year's voter-approval tax rate** (formerly referred to as the rollback tax rate) is the highest tax rate the school district can set before it must hold a tax ratification election.

The rates are given per \$100 of property value.

Last year's tax rate:

Last year's maintenance and operation tax rate	\$0.942950/\$100
Last year's debt rate	\$0.481250/\$100
Last year's total tax rate	\$1.424200/\$100

This year's no-new-revenue tax rate: \$1.245775/\$100

This year's voter-approval tax rate:

This year's voter-approval maintenance and operation tax rate	\$0.757550/\$100
This year's debt rate	\$0.450270/\$100
This year's voter-approval tax rate	\$1.207820/\$100

Source: Moak Casey, LLC

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Ordinance and Order Adopting Tax Rate for School Year-2023-2024

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer

PRESENTER: Dottie Carreon

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve and adopt the tax rate of \$1.20782 per hundred-dollar valuation for San Antonio Independent School District. 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. The total tax rate of \$1.20782 is a 21.6 cent decrease from the District's current tax rate.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve and adopt the tax rate of \$1.20782 per hundred-dollar valuation. The total tax rate consists of a rate of \$0.75755 for maintenance and operations and a rate of \$0.45027 for debt service.

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 \$1.20782 per hundred-dollars of valuation, comprised of a rate of \$0.75755 for maintenance and operations, and \$0.45027 for interest and sinking."

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who

meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

**ORDINANCE AND ORDER LEVYING AN AD VALOREM TAX
FOR SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
IN BEXAR COUNTY, TEXAS
FOR THE FISCAL AND SCHOLASTIC YEAR 2023-2024**

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, 2023, and ending December 31, 2023, known as calendar year 2023, 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 \$0.75755 on each One Hundred Dollars (\$100) valuation of all taxable property and values within San Antonio Independent School District on January 1, 2023, 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, 2023, and ending December 31, 2023, and applicable to the scholastic year beginning July 1, 2023, and ending June 30, 2024, and that a tax of \$0.45027 on each One Hundred Dollars (\$100) valuation of all taxable property and values within San Antonio Independent School District on January 1, 2023, 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.

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 \$0.75755 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, 2023, and against the owners thereof, for the maintenance and operation, and \$0.45027 for the debt service of the public free schools of San Antonio Independent School District for the current year beginning January 1, 2023, and ending December 31, 2023, and applicable to the scholastic year beginning July 1, 2023, and ending June 30, 2024.

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 \$1.20782 on each One Hundred Dollars of valuation for the calendar and scholastic years herein stated. The tax rate of \$1.20782 is composed of \$0.75755 for lawful maintenance and operation expenditures of the District and \$0.45027 for payment of debt service on bonds authorized by the voters of the District.

Executed this 21st day of August, 2023.

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

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, 2023, and ending December 31, 2023, and scholastic year beginning July 1, 2023, and ending June 30, 2024, as such order and resolution was adopted and enacted at a regular meeting of the board held on August 21, 2023, 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 21st day of August 2023.

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

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Consider and Act on New Security Requirements for Public Schools related to HB 3 of the 2023 Texas Legislature

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Johnny Reyes, SAISD Chief of Police

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

On June 14, 2023, Governor Greg Abbott signed HB 3 from the 88th Regular Legislative Session into law. The requirements of the law require Board action and are listed below.

Armed Security Officer: Each school board must ensure that at least one individual meeting the statutory definition of armed “security officer” is present during regular school hours at each District campus. If a District cannot meet this requirement, the law contains a provision by which the Board of Trustees can resolve to create an alternate standard by which to adhere to the law if one or both of the two statutory “good cause” exceptions applies.

“Good cause” exceptions: Lack of funding and/or lack of qualified personnel

A security officer described by Subsection (a) must be:

- (1) a school district peace officer;
- (2) a school resource officer; or
- (3) a commissioned peace officer employed as security personnel under Texas Education Code § 37.081

Prior to the 2023-2024 school year, SAISD was pursuing the new hire of 18 new personnel who would have served to meet the definition of “security officer” in the new law, Texas Education Code §37.0814. However, despite best efforts toward recruitment, these positions were not yet filled as of the date of the passage of the new law. Although the filling of these positions would not be enough to comply with the statute and the identification and acquisition of the financial resources necessary to employ even more armed security officers will ultimately be necessary for compliance, in light of the vacant positions that have existed and currently exist, the District’s good cause exception to Texas Education Code §37.0814 is a lack of qualified personnel.

If a District claims a good cause exception, the Board of Trustees must develop an alternate standard plan with which the District can comply. The documentation must be readily available for Texas Education Agency’s review if requested. The development of the District’s alternate standard plan is underway and aspects of the alternate standard plan, including implementation, are available for discussion.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board consider its ability to comply with TEC 38.0814 and act to claim the statutory good cause exception of having a lack of qualified personnel.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval to Adopt or Revise Local Board Policies

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Toni Thompson, Chief of Staff

PRESENTER: Toni Thompson
 Julissa Herrera, Director, Policies, Procedures and Public Information

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the revisions to the board policies listed below, based on TASB’s recommendations contained within Update 121, with the exception of DK (LOCAL) which is a district-initiated update:

Code	Code Description	Revision Highlights
CKE	Safety Program/Risk Management: Security Personnel	To better align the district’s legal and local policies, provisions addressing commissioned peace officers have been relocated to CKEA(LOCAL). TASB recommends deletion of CKE.
CKEA	Security Personnel: Commissioned Peace Officers	<i>This is a new policy.</i> Provisions addressing commissioned peace officers have been relocated to this code from CKE(LOCAL).
CLB	Buildings, Grounds, and Equipment Management: Maintenance	Administrative Code rules regarding integrated pest management (IPM) were amended to include district-owned residential property among the district facilities subject to the IPM requirements.
COA	Food and Nutrition Management: Procurement	Based on information received from the district, the enclosed revisions are recommended to update the position of the employee responsible for overseeing procurement with federal child nutrition funds and for determining whether the district will apply a geographic preference when procuring certain products.
CRF	Insurance and Annuities Management: Unemployment Insurance	No significant revisions to the text on reasonable assurance; however, the policy template has been updated to accommodate the new adoption date function in Policy Online®.
CVA	Facilities Construction: Competitive Bidding	Policy BJA(LOCAL) authorizes the superintendent to delegate responsibilities to other employees of the district as permitted by law; thus, it is not necessary to include a reference to the superintendent's designee at Specifications. In addition, the policy template has been updated to accommodate the new adoption date function in Policy Online®.

CVB	Facilities Construction: Competitive Sealed Proposals	BJA(LOCAL) authorizes the superintendent to delegate responsibilities to other employees of the district as permitted by law; thus, it is not necessary to include a reference to the superintendent's designee at Specifications. In addition, the policy template has been updated to accommodate the new adoption date function in Policy Online®.
DEA	Compensation and Benefits: Compensation Plan	To eliminate the possibility of confusion about the frequency of pay, we recommend replacing <i>bimonthly</i> with the more specific and widely used <i>semi-monthly</i> . Other revisions are recommended for policy style and to clarify the circumstances under which certain employees will receive premium pay during an emergency closing for a disaster. Policy BJA(LOCAL) authorizes the superintendent to delegate responsibilities to other employees of the district as permitted by law; thus, it is not necessary to include a reference to the superintendent's designee.
DK	Assignments and Schedules <i>District-Initiated Revision</i>	Administration is recommending the deletion of the provision “The Superintendent shall inform the Board prior to any change in administrative assignment and/or reassignment,” which appears under “Assignment.” The recommendation reflects the current authority of the Superintendent to hire or reassign employees whose positions are below the executive director level.
FD	Admissions	Recommended revisions to this policy at Transition Assistance reflect the repeal and replacement of an Administrative Code provision regarding awarding credit to a student who is homeless or in substitute care. Under the new rule, a district must adopt a policy to ensure credit has been awarded appropriately prior to enrollment. Other changes provide greater flexibility for the district with regard to requiring proof of residency by removing specific requirements and referring to administrative regulations.
FFI	Student Welfare: Freedom from Bullying	Policy provisions on reporting bullying incidents are now required. Existing policy language addresses reporting by students and staff. The enclosed revisions are recommended to address the new minimum standards.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the adoption of or revisions to the board policies (listed above) as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

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- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

CKE (Delete)

**District Peace
Officers**

~~The Board has established a District police department in accordance with statutory provisions. [See CKE(LEGAL)] The policies, rules, and regulations promulgated by the Board, as well as the general and criminal laws of the State of Texas, are hereby declared in full force and effect within the areas of control and jurisdiction of the District. The Board shall commission peace officers who meet at least the minimum standards required by the Texas Commission on Law Enforcement (TCOLE).~~

**Supervisory
Authority**

~~The Superintendent shall designate a chief of police who shall have immediate direction and control of the police department, subject to the supervision of the Superintendent.~~

~~The chief of police shall be accountable and shall report to the Superintendent. In accordance with law, the Superintendent may not delegate this supervisory responsibility.~~

Department Manual

~~The chief of police shall promulgate a department general manual, which shall include and consist of the department's regulations, rules, standards, and procedures. The chief of police shall also institute departmental regulations pertaining to weapons, ammunition, use of force/deadly force, pursuit, arrest procedures training, and other topics as may be necessary and prudent to the orderly operations of the police department.~~

Authority

~~Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, District police officers shall have the authority to:~~

- ~~1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.~~
- ~~2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.~~
- ~~3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.~~
- ~~4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.~~

- ~~5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.~~
- ~~6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.~~
- ~~7. Carry weapons as directed by the chief of police and approved by the Superintendent.~~
- ~~8. Carry out all other duties as directed by the chief of police or Superintendent.~~

~~District police officers shall not be assigned routine classroom discipline or administrative tasks.~~

Jurisdiction

~~The jurisdiction of District peace officers shall include all areas within the geographical boundaries of the District and all property, real and personal, outside the boundaries of the District that is owned, leased, rented by, or otherwise under control of the District.~~

**Relationship with
Outside Law
Enforcement
Agencies**

~~The District police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The Superintendent and the chief of police shall review the memorandum of understanding at least every year. The memorandum of understanding shall be approved by the Board.~~

***Temporary
Assignment***

~~District police officers may enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.~~

**Off-Duty Authority
and Outside
Employment**

~~When a District peace officer is off duty and not engaged in outside employment, law enforcement activities shall be limited to offenses that endanger the loss of property, that pose a threat of bodily injury or death, or that directly involve the off-duty officer.~~

~~Subject to administrative guidelines, District peace officers may work off-duty within Bexar County. Outside employment shall be limited to duties, locations, and employers that would not create a conflict of interest with the District and that would not diminish the officers' capacity to perform effectively for the District police department.~~

~~A District peace officer shall not work an off-duty law enforcement related job without first obtaining the written permission of the Superintendent or chief of police. To seek such permission, the officer~~

~~shall complete and submit the required off-duty employment request form. If permission is granted, the officer shall inform his or her off-duty employer of the terms imposed by the District. While off duty, a District peace officer:~~

- ~~1. Shall not represent the District;~~
- ~~2. Shall not perform duties for the District;~~
- ~~3. Shall not be covered by any insurance except as may be required by law;~~
- ~~4. Shall not wear a District uniform or badge and may not use or wear other District equipment, unless the officer is working for another governmental agency (i.e., San Antonio Police Department, Bexar County, and the like) with prior approval by the Superintendent or chief of police;~~
- ~~5. Shall not work in an establishment where alcohol is a primary source of income; and~~
- ~~6. Shall not work in an establishment where the officer's presence would bring discredit to the department.~~

~~The District shall not defend any officer in any civil litigation or criminal charges arising from his or her off-duty employment nor will the District reimburse the officer for legal costs associated with civil litigation or criminal charges arising from his or her off-duty employment.~~

Video Monitoring

~~If available, video equipment may be used on a District police car for safety purposes whenever the flashing lights on the car are in use.~~

Access to Recordings

~~Video recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]~~

Training

~~All District officers shall receive at least the minimum amount of education and training required by law.~~

Scope of Duties

~~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.~~

Qualification

~~All District peace officers and other department noncommissioned employees shall initially be qualified and continue to qualify and pass all examinations regarding educational, physical, and general qualifications as may be prescribed by the laws of the State of Texas; the policies of the District; the rules, regulations, and procedures of the department general manual; and general qualifications as may be prescribed by the Superintendent or chief of police.~~

Employment

~~All persons employed as peace officers and other department non-commissioned employees with the District are employed at the will of the District. Nothing contained herein or in any policy, rule, regulation, or procedure of the District is intended to create, nor shall create, an expectation of continuing employment with the District.~~

Laws and Orders

~~All persons employed as peace officers and other department non-commissioned employees with the District shall abide by District policy, department general manual instruction, and lawful orders.~~

~~District peace officers, while in an on-duty or off-duty status, shall protect, defend and not violate the civil rights of any person. District peace officers shall not violate nor misapply the provisions of Chapter 9 of the Penal Code with respect to the use of force or deadly force. District peace officers shall not violate or misapply the provisions of Chapter 14 of the Code of Criminal Procedure, with respect to the powers of arrest. Any violation of the contents or intent of this paragraph shall be cause for disciplinary action, up to and including termination, and could result in criminal charges and/or civil action being brought against the accused officer.~~

Arrest

~~District peace officers may, in the performance of their duties, arrest any person found committing a violation of local ordinances, state laws, and federal statutes and will take immediate action to prevent any obvious offense or to arrest, if reasonably possible, any known offender in accordance with authority, jurisdiction, and scope of duties.~~

~~District peace officers shall follow department procedure and the currently acceptable practice for the handling of all persons arrested.~~

Racial Profiling

~~The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Police officers employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.~~

Use of Force

~~A District peace officer may use as much force as is reasonably necessary to protect himself or herself and others in the performance of his or her duties as a peace officer for the District and may use deadly force only in life-threatening situations. District peace officers shall not violate or misapply the provisions of Chapter 9 of the Penal Code with respect to the use of deadly force. Use of excessive force shall be expressly forbidden.~~

Pursuit

**Nonvehicular
Pursuits**

~~A District peace officer may pursue an actor where the pursuit may result in an arrest taking place in accordance with authority, jurisdiction, and scope of duties. Any pursuit shall be undertaken with due regard for the safety of all persons, and an officer shall not pursue a suspect if the officer determines in good faith that the need to immediately apprehend the suspect is outweighed by a clear risk of harm to the public in continuing the pursuit.~~

~~A District peace officer shall call for assistance of law enforcement agencies of the appropriate jurisdiction and shall assist such agencies in accordance with procedures as outlined in the department general manual.~~

Vehicular Pursuits

~~While in the jurisdiction provided by this policy, vehicle pursuits shall only be initiated by District peace officers if there are reasonable grounds to believe that the suspect being pursued has committed a violent felony offense and there is a substantial risk to the public if the suspect is allowed to remain at large.~~

Weapons

~~District peace officers shall carry only personally owned, department approved weapons. The department shall maintain a list of manufacturers and models of weapons that are approved. Only department approved ammunition shall be used in officers' weapons. The chief of police shall maintain a file on the make, model, caliber,~~

~~and serial number of each on- or off-duty weapon for which an officer has qualified. The chief of police shall approve in writing any other weapon necessary under special circumstances. All peace officers authorized to carry firearms shall receive instruction in the safe handling of approved firearms and ammunition.~~

~~All peace officers authorized to carry firearms shall qualify at least annually or as required by the department. If a peace officer fails to successfully complete the requalification course as required, he or she shall be relieved of any assigned duties that require the bearing of arms until successful requalification has been completed. Firearms retraining shall be initiated immediately, and the peace officer shall attempt to qualify within 14 days from the date of the initial failure. Failure to qualify shall be cause for termination of the District peace officer for failure to meet job standards in accordance with applicable regulations.~~

~~All District peace officers shall qualify with, requalify with, and bear only those weapons approved and registered with the chief of police.~~

**Special Duty
Assignment**

~~Special duty assignments are duty assignments that are not part of an officer's normal duties but are events that occur within the District. These assignments may be requested by an officer or simply assigned to an officer. Members of the department shall be expected to deliver this service as needed.~~

~~District peace officers shall be knowledgeable and experienced in District policies, regulations, and facilities, therefore priority consideration for the employment of personnel for special duty assignments such as traffic and crowd control shall be given to District peace officers.~~

~~The chief of police shall implement a reasonable and just method of assigning those District peace officers available for special duty assignments. District peace officers shall not be assigned to special duty outside the jurisdictional boundaries of the District unless otherwise specifically authorized by the Superintendent or the chief of police.~~

~~The chief of police, upon approval of the Superintendent, may employ additional certified Texas peace officers as needed for District-sponsored events when sufficient District peace officers are not available or when the services of additional certified Texas peace officers are beneficial to the District.~~

**Reward-Based
Programs**

~~Upon written approval from the Board, Superintendent, or chief of police, the District police department may administer and participate in reward-based programs, such as Campus Crime Stoppers,~~

~~that pay incentives to students and citizens assisting to keep schools safe and crime free.~~

**District
Representative**

~~District peace officers shall have the authority to act as representatives of the District for the limited purpose of proving ownership of property in a criminal proceeding relating to loss of District property or violations of District property.~~

**Complaint Against a
Peace Officer**

~~Formal complaints against a District peace officer shall be submitted to the chief of police in writing and signed by the complainant before an investigation can be conducted. In accordance with law, the District shall provide to the police officer a copy of the complaint. [See Complaints Against Peace Officers at CKEA(LEGAL)] No disciplinary action shall be taken against a District peace officer until he or she has been provided a copy of the complaint and given an opportunity to respond.~~

~~Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.~~

CKEA (Adoption)

SECURITY PERSONNEL
COMMISSIONED PEACE OFFICERS

CKEA
(LOCAL)

**District Peace
Officers**

The Board has established a District police department in accordance with statutory provisions. [See CKE(LEGAL) and CKEA(LEGAL)] The policies, rules, and regulations promulgated by the Board, as well as the general and criminal laws of the State of Texas, are hereby declared in full force and effect within the areas of control and jurisdiction of the District. The Board shall commission peace officers who meet at least the minimum standards required by the Texas Commission on Law Enforcement (TCOLE).

**Supervisory
Authority**

The Superintendent shall designate a chief of police who shall have immediate direction and control of the police department, subject to the supervision of the Superintendent.

The chief of police shall be accountable and shall report to the Superintendent. In accordance with law, the Superintendent may not delegate this supervisory responsibility.

Department Manual

The chief of police shall promulgate a department general manual, which shall include and consist of the department's regulations, rules, standards, and procedures. The chief of police shall also institute departmental regulations pertaining to weapons, ammunition, use of force/deadly force, pursuit, arrest procedures training, and other topics as may be necessary and prudent to the orderly operations of the police department.

Authority

Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, District police officers shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.

SECURITY PERSONNEL
COMMISSIONED PEACE OFFICERS

CKEA
(LOCAL)

5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry weapons as directed by the chief of police and approved by the Superintendent.
8. Carry out all other duties as directed by the chief of police or Superintendent.

District police officers shall not be assigned routine classroom discipline or administrative tasks.

Jurisdiction

The jurisdiction of District peace officers shall include all areas within the geographical boundaries of the District and all property, real and personal, outside the boundaries of the District that is owned, leased, rented by, or otherwise under control of the District.

*Relationship with
Outside Law
Enforcement
Agencies*

The District police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The Superintendent and the chief of police shall review the memorandum of understanding at least every year. The memorandum of understanding shall be approved by the Board.

*Temporary
Assignment*

District police officers may enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.

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SECURITY PERSONNEL
COMMISSIONED PEACE OFFICERS

CKEA
(LOCAL)

shall complete and submit the required off-duty employment request form. If permission is granted, the officer shall inform his or her off-duty employer of the terms imposed by the District. While off duty, a District peace officer:

1. Shall not represent the District;
2. Shall not perform duties for the District;
3. Shall not be covered by any insurance except as may be required by law;
4. Shall not wear a District uniform or badge and may not use or wear other District equipment, unless the officer is working for another governmental agency (i.e., San Antonio Police Department, Bexar County, and the like) with prior approval by the Superintendent or chief of police;
5. Shall not work in an establishment where alcohol is a primary source of income; and
6. Shall not work in an establishment where the officer's presence would bring discredit to the department.

The District shall not defend any officer in any civil litigation or criminal charges arising from his or her off-duty employment nor will the District reimburse the officer for legal costs associated with civil litigation or criminal charges arising from his or her off-duty employment.

Video Monitoring

If available, video equipment may be used on a District police car for safety purposes whenever the flashing lights on the car are in use.

Access to
Recordings

Video recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]

Training

All District officers shall receive at least the minimum amount of education and training required by law.

Scope of Duties

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

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Nonvehicular
Pursuits

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While in the jurisdiction provided by this policy, vehicle pursuits shall only be initiated by District peace officers if there are reasonable grounds to believe that the suspect being pursued has committed a violent felony offense and there is a substantial risk to the public if the suspect is allowed to remain at large.

Weapons

District peace officers shall carry only personally owned, department-approved weapons. The department shall maintain a list of manufacturers and models of weapons that are approved. Only department-approved ammunition shall be used in officers' weapons. The chief of police shall maintain a file on the make, model, caliber,

and serial number of each on- or off-duty weapon for which an officer has qualified. The chief of police shall approve in writing any other weapon necessary under special circumstances. All peace officers authorized to carry firearms shall receive instruction in the safe handling of approved firearms and ammunition.

All peace officers authorized to carry firearms shall qualify at least annually or as required by the department. If a peace officer fails to successfully complete the requalification course as required, he or she shall be relieved of any assigned duties that require the bearing of arms until successful requalification has been completed. Firearms retraining shall be initiated immediately, and the peace officer shall attempt to qualify within 14 days from the date of the initial failure. Failure to qualify shall be cause for termination of the District peace officer for failure to meet job standards in accordance with applicable regulations.

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Assignment**

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The chief of police shall implement a reasonable and just method of assigning those District peace officers available for special duty assignments. District peace officers shall not be assigned to special duty outside the jurisdictional boundaries of the District unless otherwise specifically authorized by the Superintendent or the chief of police.

The chief of police, upon approval of the Superintendent, may employ additional certified Texas peace officers as needed for District-sponsored events when sufficient District peace officers are not available or when the services of additional certified Texas peace officers are beneficial to the District.

**Reward-Based
Programs**

Upon written approval from the Board, Superintendent, or chief of police, the District police department may administer and participate in reward-based programs, such as Campus Crime Stoppers,

that pay incentives to students and citizens assisting to keep schools safe and crime free.

**District
Representative**

District peace officers shall have the authority to act as representatives of the District for the limited purpose of proving ownership of property in a criminal proceeding relating to loss of District property or violations of District property.

**Complaint Against a
Peace Officer**

Formal complaints against a District peace officer shall be submitted to the chief of police in writing and signed by the complainant before an investigation can be conducted. In accordance with law, the District shall provide to the police officer a copy of the complaint. No disciplinary action shall be taken against a District peace officer until he or she has been provided a copy of the complaint and given an opportunity to respond.

Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.

CLB

Integrated Pest Management Program

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

COA

FOOD AND NUTRITION MANAGEMENT
PROCUREMENT

COA
(LOCAL)

Procurement

The ~~Superintendent~~child nutrition director shall oversee the use of federal child nutrition funds to procure appropriate goods and services necessary for providing food service to students and shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to comply with all state and federal requirements for use of these funds.

[See CO(LEGAL) and COA(LEGAL)]

Geographic Preference

The Board delegates to the ~~Superintendent~~child nutrition director the authority to determine whether the District will apply a geographic preference when procuring unprocessed, locally grown or locally raised agricultural products and to:

1. Specify the types of products for which any geographic preference will be applied; and
2. Define the geographic area to be preferred for each applicable product.

CRF

INSURANCE AND ANNUITIES MANAGEMENT
UNEMPLOYMENT INSURANCE

CRF
(LOCAL)

**Reasonable
Assurance**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

CVA

FACILITIES CONSTRUCTION
COMPETITIVE BIDDING

CVA
(LOCAL)

- Specifications** | The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought and released by the District's materials management/purchasing department.
- Bid Process** All bids shall be submitted to the District's materials management/purchasing department in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.
- Safety Record** If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

CVB

FACILITIES CONSTRUCTION
COMPETITIVE SEALED PROPOSALS

CVB
(LOCAL)

Specifications	The Superintendent or designee shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought and such requests for proposals will be approved and released by the District's materials management/purchasing department.
Process	All proposals shall be submitted to the District's materials management/purchasing department in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.
Withdrawal and Late Proposals	Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.
Proposal Acceptance	The District may reject any and all proposals.
Safety Record	If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

DEA

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

The Superintendent shall recommend to the Board for approval compensation plans for all District employees. Compensation plans may include wage and salary structures.

Pay Administration

The Superintendent shall administer the compensation plans consistent with the budget approved by the Board. The ~~Superintendent or designee shall classify~~ classification of each job title within the compensation ~~plans~~ plan shall be based on the qualifications and duties of the position. Within these classifications, the Superintendent ~~or designee~~ shall determine appropriate pay for new employees and employees reassigned to different positions.

Annual Pay
Increases

If feasible, based on the economic status of the District, the Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. ~~The Superintendent or designee shall determine~~ Any annual increases for individual employees, shall be determined within budgeted amounts.

~~Mid-Year~~ Midyear
Pay Increases

A contract employee's pay shall not be increased after performance on the contract has begun unless there is a change in the employee's job assignment or duties that warrants additional compensation. Any such changes in pay during the term of the contract shall require Board approval. [See DEAB for public hearing requirements.]

*Contract
Employees*

*Noncontract
Employees*

The Superintendent may grant a pay increase to a noncontract employee after duties have begun only when there is a change in the employee's job assignment or duties, or when an adjustment in the market value of the job warrants additional compensation. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

**Classification of
Positions**

The Superintendent ~~or designee~~ shall determine the classification of positions or employees as "exempt" or "nonexempt" for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).

Exempt

The District shall pay employees who are exempt from the overtime requirements of the FLSA on a salary basis. The salaries of all eligible employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.

An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District's attention, through the District's complaint policy. [See DGBA] If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

	<p>The Superintendent or designee may assign noncontractual supplemental duties to personnel exempt under the FLSA, as needed. [See DK(LOCAL)] The employee shall be compensated for these assignments according to the District's compensation plans.</p>
Nonexempt	<p>Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless the employee works more than 40 hours.</p>
<i>Prior Written Approval</i>	<p>Nonexempt employees shall not work overtime without prior written approval of their supervisor. An employee who works overtime without prior approval is subject to disciplinary action but shall be compensated in accordance with the FLSA.</p>
Compensatory Time	<p>Compensatory time in lieu of overtime monies shall be accrued for overtime hours awarded at the standard rate (straight time) or the premium rate (one-and-a-half times the employee's regular rate of pay) in accordance with the FLSA. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay. Compensatory time earned by nonexempt employees may not accumulate beyond a maximum of 60 hours. If an employee has a balance of more than 60 hours of overtime, the employee will be required to take compensatory time or, at the District's option, will receive overtime pay.</p> <p>Compensatory time shall be used within the duty year in which it is earned. Exceptions can be approved by the Superintendent or designee. The District shall pay an employee overtime for all unused compensatory time remaining at the end of the fiscal year. Use of compensatory time may be at the employee's request or as determined by the employee's supervisor to protect the District's schedules and activities.</p>
Workweek Defined	<p>For purposes of FLSA compliance, the workweek for District employees shall be 12 a.m. Saturday until 11.59 p.m. Friday.</p>
Annualized Salary Required	<p>The District shall pay all salaried employees over 12 months, regardless of the number of months employed during the school year. A salaried employee shall receive his or her salary in equal monthly or bimonthly <u>semi-monthly</u> payments, beginning with the first pay period of the school year.</p>
Early Separation	<p>If a salaried employee separates from service before the last day of instruction, the employee shall receive in his or her final paycheck the unpaid amount the employee has actually earned from the beginning of the 12-month pay period until the date of</p>

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

separation. For purposes of this policy, "separation from service" shall be as defined in IRS regulation 26 CFR 1.409A-1(h).

A salaried employee who separates from service on or after the last day of instruction shall be paid as follows:

1. An employee who is retiring under the Texas Teacher Retirement System shall receive in his or her final paycheck the unpaid amount the employee has actually earned from the beginning of the 12-month pay period until the date of separation. If the employee is eligible and elects to continue enrollment in the District's group health coverage for one or more months of the summer, the employee's share of premiums shall be withheld from the final paycheck.
2. All other employees shall be paid according to the annualized salary provisions above.

[For provisions on continuation of coverage after resignation, see CRD(LEGAL).]

Pay During Closing

During an emergency closure, all employees shall continue to be paid for their regular duty schedule unless otherwise provided by Board action. Following an emergency closure, the Board shall adopt a resolution or take other Board action establishing the purpose and parameters for such payments. [See EB for the authority to close schools].]

Premium Pay
During Disasters

Nonexempt employees who are required to work ~~during to mitigate the reason for~~ an emergency closing ~~for a disaster, as declared by a federal, state, or local official or the Board,~~ shall be paid at the rate determined by the Superintendent and authorized by the Board for all hours worked up to 40 hours per week. All other non-exempt employees who are required to work during an emergency closing shall be paid their regular rate of pay.

Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. The Superintendent ~~or designee~~ shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

FD

Persons Age 21 and Over

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

~~At the time of initial registration and on an annual basis thereafter~~In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency ~~in accordance with administrative regulations developed by the Superintendent.~~ The District may investigate stated residency as necessary.

Minor Living Apart

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The campus principal or designee shall determine whether a minor student living apart meets the residency requirements of the District and is applying for admission for the primary purpose of participating in extracurricular activities.

Appeal

The student, parent or guardian, or other person having lawful control of the student under court order, or the person(s) with whom the student resides in the District, may appeal the decision of the principal or principal's designee in accordance with GF(LOCAL), beginning at Level Three.

Nonresident Student in Grandparent's After-School Care

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with this policy.

ADMISSIONS

FD
(LOCAL)

Substantial After-School Care

For the purpose of admission under this provision, a substantial amount of after-school care shall consist of at least one hour per school day for five days, or five hours during the regular school week, for at least 80 percent of the school days in an entire school year or of the days remaining in a school year if substantial after-school care begins after the school year has started.

A student enrolled under this provision may continue in enrollment so long as the grandparent provides this level of care.

The Superintendent shall have authority to waive these requirements on the basis of a student's extenuating circumstances.

Underage Students

The District shall permit a student younger than five years of age to enroll in the District in accordance with state law. [See FD(LEGAL)]

Enrollment of a student younger than five years of age shall be subject to availability and/or probability of space and shall be dependent upon the appropriate student-teacher ratio at the student's home campus.

"Accredited" Defined

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.

5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas
Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or
Nonaccredited
Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, a nonaccredited school, or at a school in a foreign country, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition
Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ~~determine transfer of~~ ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

DK

**(District-Initiated
Update)**

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

Assignment

All personnel are employed subject to assignment and reassignment by the Superintendent at any time. ~~The Superintendent shall inform the Board prior to any change in administrative assignment and/or reassignment.~~ Assignment and reassignment of other personnel shall be made by the Superintendent, based on available budgeted positions. An appeals process shall be made accessible to all employees. [See DGBA(LOCAL)]

Whenever possible, without violating contract obligations or policy provisions, the principal or department head shall have input in the selection and placement of personnel. Assignments shall be made to budgeted/approved positions only. If a vacancy exists for which an employee returning from leave is qualified, the employee shall have priority in being assigned to the vacant position on the campus/department where last assigned.

Special or unusual circumstances may exist that, in the opinion of the Superintendent, necessitate or warrant reassignment of employees in the best interest of the District. After due consideration of such circumstances, the Superintendent shall make the assignment and/or reassignment of employees and shall take such other action as, in the opinion of the Superintendent, is deemed necessary or appropriate.

Within Same
Campus or
Department

The campus principal/department head shall be responsible for the assignment and reassignment of each employee to the specific grade, subject areas, or position for which the employee is qualified in their area of certification within the campus or department. Requests from employees for changes in assignment at the campus/department shall be submitted in writing to the principal/department head.

Changes in assignments for the ensuing school year shall be made known to the employee as soon as possible, but not later than the last teacher contract day of the current school year. If a change in assignment is made later than the last teacher contract day of the current school year, the principal/designee shall notify the employee within ten business days of the decision. A written notice of reassignment, if requested, shall include an educationally sound rationale. A conference regarding the reassignment shall be held between the principal/designee and the employee, when requested by either the employee or the principal/designee.

Spouses at Same
Campus or
Department

Spouses shall not be assigned to the same school or department unless an exception is authorized by the Superintendent. A written request for an exception shall be submitted to Human Capital Management. All requests shall be thoroughly reviewed on a case-by-case basis to ensure that no conflict of interest shall arise if an exception is granted.

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

To Another Campus
or Department

Certified employees electing to seek assignments to other campuses, positions, locations, and the like shall submit a request in writing to Human Capital Management. Operations division employees shall submit written requests to the appropriate executive director. Human Capital Management shall coordinate the reassignment of personnel with the campus principal or department head. Reassignment shall not be made during the ongoing school year, except in unusual or exceptional circumstances.

Shifts in student population and/or budgetary necessity may cause decreases/reductions in personnel allocations on a campus or department. Human Capital Management shall be responsible for determining the individuals who will be reassigned.

For teachers, the determination will be based collectively on the following criteria:

1. Volunteering by the employee.
2. Certification requirements of the campus assignment.
3. Length of continuous service in the District. If two or more teachers have the same length of continuous service, the decision shall be based on the dates the employment agreements were signed.
4. The ability of the campus/department to maintain a representative diversity among the full-time teaching staff.
5. Combination of teaching and extra duty assignments that are considered single positions.

For paraprofessionals, the determination shall be based collectively on the following criteria:

1. Volunteering by the employee.
2. Current job assignment and/or required training/skills associated with the assignment.
3. Length of continuous service in the District. If two or more paraprofessionals have the same length of continuous service, the decision shall be based on the dates the employment agreements were signed.

The following provisions shall apply to personnel who are reassigned as a result of a shift in student population and/or budgetary reductions that result in a reduction in personnel units on a campus or department:

1. The employee shall have high priority in their request for reassignment to the school from which they were transferred. The

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

employee shall not be reassigned the following year unless they request such a transfer.

2. A teacher transferred for whom an emergency teaching permit is required shall be reassigned to a position not requiring such a permit the following year unless the teacher desires to pursue the preparation stipulated in the permit regulations.
3. If a teacher must be reassigned after August 1 and they refuse to accept the reassignment and the avenues of appeals are exhausted, the teacher may resign from the District without prejudice although the established date for such resignation has passed.

Employee Work Year

Full-time District employees shall render service in accordance with the following provisions:

1. Beginning and ending working dates for each employee category shall be designated in the official workday calendars.
2. Leave such as for personal illness, illness in the family, death in the family, and personal business shall be considered as leave with pay, as stipulated in DEC(LOCAL).
3. Holiday schedules for various employment periods shall be issued by the Superintendent.
4. A pay rate for each employee's workday shall be calculated from the annual pay scale. [See DEA(LOCAL)]
5. Unless approved by the Superintendent and in emergency situations, employees shall work only the total number of days provided in the funding source for the position.

In cases of emergency or when schools must close, the Superintendent shall be authorized to modify the above provisions within the constraints of the law.

Employee Work Schedules

The teacher workweek shall be 40 hours or 8 hours per workday during 5-day workweeks. The teacher daily workday schedule will consist of 8 hours per day, with 7 hours and 30 minutes of on-duty time and 30 minutes of duty-free lunch, as determined by the campus principal and except as provided in administrative regulations. Daily time schedules for all other employees shall be determined by the Superintendent and principals.

FFI

Note: This policy addresses bullying of District students. For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited

The District prohibits bullying as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Definition

Bullying occurs when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the District and 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; or
2. Is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

This conduct is considered bullying if it:

1. Exploits an imbalance of power between the student perpetrator and the student victim through written or verbal expression or physical conduct; and
2. Interferes with a student's education or substantially disrupts the operation of a school.

Examples

Bullying of a student may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

Minimum Standards

In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments,

or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee.

Employee Report

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.

Report Format

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

Periodic Monitoring

The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.

Prohibited Conduct

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, gender, gender identity, gender expression, sexual orientation, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

Investigation of Report

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

Notice to Parents

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action

Bullying

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

Discipline

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Corrective Action

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

Transfers

The principal or designee shall refer to FDB for transfer provisions.

Counseling

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.

Records Retention

Retention of records shall be in accordance with CPC(LOCAL).

Access to Policy and Procedures

This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's ~~Web site~~ [website](#), to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the 2023-2024 Shared Services Agreement (SSA) Between SAISD and the Education Service Center, Region 20 for Title I Non-Public Schools

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent of Academics

PRESENTER: Debbie Leija, Executive Director, Fiscal Academic Programs
 Dr. Julia Schneider, Director, Federal & State Programs

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Shared Services Agreement (SSA) between SAISD and the Education Service Center, Region 20 for Title I Non-Public Schools. This SSA complies with the ESEA/ESSA federal requirements which mandates that school districts provide a proportionate student allocation to the private non-profit schools for children who reside within SAISD boundaries and are attending private no-profit schools.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the SSA with the Education Service Center, Region 20.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

The SSA will be funded with Title I and local funds for the cost of approximately \$590,748.00.

287-21-6239-03-947-24-211 \$ 21,372.00

211-61-6239-00-189-24-002 \$528,148.00

199-21-6239-95-189-99-211 \$ 41,228.00

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the

percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

Education Service Center, Region 20
2023-2024 Title I, Non-Public Cooperative/Shared Services Agreement

As a member of the Title I Non-Public School SSA, member districts and the Education Service Center, Region 20, enter into a Shared Services Arrangement – in consultation with appropriate private schools - to provide educational services in compliance with the ESEA/ESSA federal requirements for non-public Title I, Part A services. The intent of the program is direct services to eligible private school children who are in greatest educational need and who reside in participating public school attendance areas. ESC- Region 20 will serve as the fiscal agent for the equitable services allocations of all participating private schools.

ESC-20 will:

- Facilitate the primary consultation in the summer with those private schools that have chosen to participate with the SSA and pool allocations across districts and across private schools.
- Represent the participating school districts by interacting with the designated contact persons in the non-public schools regarding identification and verification of eligible Title IA students from all participating SSA districts.
- Regularly consult with the private schools regarding program design, delivery, budget, evaluation and reporting of Title I A services.
- Establish and maintain communications with non-public campus leadership during on-site visits and follow-up contact.
- Supervise instruction provided through the SSA to ensure that identified Title IA students receive specified services that result in academic gain.
- Use allocated funds to purchase equipment, materials, and support services identified through consultation with non-public schools and participating districts for use in the instructional program.
- Ensure that all equipment and materials purchased with Title I funds be clearly marked “Property of Title I Non-Public School Cooperative/SSA”.
- Work with participating districts to distribute or remove obsolete equipment and instructional materials that belong to the SSA according to ESSA and ESC-20 guidelines.
- Report quarterly, or as needed, to the district SSA members on progress of the program.
- Collect data and prepare evaluation reports for SSA districts in a timely manner.
- Maintain documentation of project activities to ensure compliance with ESSA federal regulations, guidelines, and procedures.
- Provide professional development opportunities, as determined through consultation, to classroom teachers of participating students to support students' academic needs, as funds allow.
- Provide parental involvement activities, as determined through consultation, for parents of participating students to support students' academic needs.
- Provide academic eligibility criteria and certify residency of students.
- ESC-Region 20, as the fiscal agent, will maintain appropriate policies and procedures within their Administrative Procedures Manual and provide documentation as necessary.

The LEA will:

- Designate a contact person to participate in the specifications of Title IA program delivery and procedures for the SSA.
- Facilitate consultation, with those private schools located in their region, related to program model (school-by-school allocation or pooling as an SSA) and third-party contractor options.
- Communicate with ESC-Region 20 a list of private schools who have chosen to join the SSA, and pool their allocation across districts and across PNPs.
- Provide guidelines for low-income data collection.
- Review program data to make recommendations to improve program effectiveness.
- Determine Title IA equitable funding for services to non-public school students according to ESSA guidelines.

Notes:

- **SSA membership is renewed automatically each school year unless the member district communicates by June 1 to the ESC-Region 20 that they will not be participating for the next school year. If the SSA program does not find eligible district students to receive services, the LEA agrees to pay any administrative costs associated with the program and ESC-Region 20 will not bill for student services.**
- If a member district chooses to opt out of the SSA the next year, unspent funds from the previous year remain with the SSA.
- If the SSA is terminated, assets acquired using Title I, Non-Public cooperative/SSA funds will be distributed, as appropriate, among member districts.
- Any unspent funds will carry over into the next fiscal year for private school student/staff services.

**Education Service Center, Region 20
2023-2024 Title I, Non-Public Cooperative/Shared Services Agreement**

- A member district will be held accountable for any refund liability resulting from on-site monitoring/audit of years in which the district did not participate in the cooperative/SSA.
- SSA Agreements and total costs will be emailed in February of each year, once final amounts have been calculated in the eGrants system, ESSA Consolidated Application, PS3099.
- Equitable services for private schools who have chosen not to participate with the SSA will be managed by the LEA.

The San Antonio Independent School District preliminary commitment for the 2023-2024 school year for Title IA, Non-Public services is:

23.24 PNP Allocation for SSA Student Services, Parent Involvement and Direct administrative costs @ .07	Additional Administrative cost not included in PNP allocation	Indirect Administrative Costs @ .07786	Total commitment below reflects sum of the first two columns in this table. The Indirect Admin cost (third column) is also reflected in the sum of the first two columns.
\$569,376	\$21,372	\$41,228	\$590,748

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Memorandum of Understanding for SAISD, The University of Texas at San Antonio (UTSA), Texas A&M University San Antonio (TAMUSA), and Region 20 to Participate in Texas Strategic Staffing (TSS) with Teacher Residents**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Colleen Bohrmann, Sr. Exec. Director for Learning & Support Services

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding for SAISD, The University of Texas at San Antonio (UTSA), Texas A&M University San Antonio (TAMUSA), and Region 20 to participate in Texas Strategic Staffing (TSS) planning with teacher residents. The MOU is designed to create paid, year-long teacher residencies through the implementation of a TSS design to meet quality staffing needs. Through the TCLAS grant, Region 20 will provide the required TSS assistance to SAISD, UTSA, and TAMUSA.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be is resolved that the Board approves the MOU as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services are provided at no cost to the District and are valued at approximately \$35,000. Region 20 is paid directly from TCLAS grant funding.

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 202

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Organizational Learning & Support Services
Board Meeting Date:	August 21, 2023
Agenda Title:	Approval of the Memorandum of Understanding for SAISD, The University of Texas at San Antonio (UTSA), Texas A&M University San Antonio (TAMUSA), and Region 20 to Participate in Texas Strategic Staffing (TSS) with Teacher Residents
Presenter:	Colleen Bohrmann, Sr. Exec. Director for Learning & Support Services
Cost and Funding Source:	No cost to the District
If no cost to the District, what is the approximate value of goods/services being provided?	Services are provided at no cost to the District and are valued at approximately \$35,000. Region 20 is paid directly from TCLAS grant funding. The partnership is designed to facilitate a sustainable staffing model for clinical teachers and thus increase entry of qualified, diverse candidates into the teaching profession.
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input type="checkbox"/> Attendance <input type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
n/a	n/a	n/a	n/a	n/a	n/a

SUPPORTING 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 staffing model will help SAISD with teacher absences as the model allows Clinical Teachers to clinical teach 4 days per week and Substitute on Fridays.</p> <p>MOU with UTSA for Clinical Teaching Residencies was brought to the Board December 2021.</p> <p>MOU with TAMUSA for Clinical Teaching Residencies was brought to the Board February 2022.</p>
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**Memorandum of Understanding for San Antonio ISD's,
University of Texas at San Antonio's, and Education Service Center, Region 20's
Participation in Texas Strategic Staffing with Teacher Residents**

This memorandum of understanding (MOU) is made and entered into this 23rd day of May, 2022, by and between San Antonio ISD, University of Texas at San Antonio, and the Education Service Center, Region 20 as set forth in the [TCLAS Decision 5 Grant Assurances](#) for High-Quality, Sustainable Teacher Residencies.

This MOU outlines commitments by San Antonio ISD (hereinafter referred to as "LEA"), University of Texas at San Antonio (hereinafter referred to as "EPP"), and the Education Service Center, Region 20 (hereinafter referred to as "ESC-20") to create paid, year-long teacher candidate residencies through the implementation of Texas Strategic Staffing (TSS) design that includes reallocation of existing school district budgets to meet quality staffing needs. This document provides a brief TSS initiative overview and the terms of this agreement.

I. Project Overview: Primary Outcomes and Results to be Achieved

This project will establish sustainably paid, year-long teacher residencies, which means Teacher Residents receive compensation from sustainable LEA budget sources. Through TCLAS Decision 5, ESC-20 will provide TSS technical assistance to the LEA and EPP by facilitating the establishment of strategic staffing models with Teacher Residents serving in co-identified schools. ESC-20 will work closely with the LEA and EPP to facilitate the development of shared goals for LEA-paid resident placements in appropriate staffing model positions. Over the course of the Design Year and Implementation Year, success of the project will be measured by:

1. The number of paid Teacher Residents placed in the LEA;
2. The rate at which Teacher Residents are hired to teach in the LEA following the conclusion of the residency year;
3. The rate at which residents are retained in the LEA over time;
4. The increase in the number of teachers who match the diversity of the LEA's student population;
5. Teacher residency graduates' effectiveness as Teachers of Record, as measured by their impact on student achievement and principal evaluations; and
6. The number of Teacher Residents who receive favorable ratings on principal evaluations.

During the Design Year (DY) and Implementation Year (IY), ESC-20 will work with LEA leaders and EPP clinical supervisors to build their capacity to lead TSS initiatives during shared governance meetings. The LEA and EPP will have access to the ESC-20 TSS Toolkit, where design and training resources will be housed. Through a shared governance structure between the LEA and EPP, ESC-20 will also support the LEA and EPP with developing internal capacity to continue the strategic staffing models without TSS technical assistance from ESC-20 beyond the MOU period. ESC-20 will remain available on a contract-for-services basis to continue support with establishing a long-term and sustainable structure for strategic staffing with Teacher Residents.

II. Scope of TSS Work to be Provided by ESC-20

ESC-20 will provide technical assistance to the LEA and EPP for two academic years through the TCLAS Decision 5 grant (i.e., 2022-2023 and 2023-2024 school years) to accomplish the following TSS objectives:

1. Address students' learning acceleration needs and other instructional priorities through implementation of high-quality teacher residencies;
2. Enable equitable educational access for LEA students through high-quality teacher residency programs as a key teacher pipeline strategy;
3. Enable equitable access to quality preparation to retain a diverse teacher pipeline in the LEA;
4. Prioritize long-term teacher effectiveness through rigorous pre-service practice in year-long teacher residency programs;
5. Recruit, select, train, and continuously develop high-quality mentor teachers to support residents placed in high-need areas; and
6. Support the LEA to sustainably fund teacher residencies through funding reallocation in service of an enduring talent pipeline.

III. Design Year (DY) Commitments

During DY 2022-2023, the LEA and EPP, with guidance from ESC-20 through a series of Design Sessions and Design Meetings, will engage in TSS design practices to accomplish the following milestones:

1. Identify the appropriate members of the LEA and EPP Design Team who will engage in (at minimum) bi-weekly, one-hour Design Meetings and in-person, full-day Design Sessions over the course of eight months beginning in September 2022.
2. Co-develop a communication strategy to communicate a shared LEA/EPP vision for the residency by designing a communication plan to share with LEA personnel.
3. Co-develop LEA campus selection criteria and select LEA campuses that support meeting the annual goals and vision.
4. Co-develop parameters grounded in the TSS objectives for residency models and Teacher Resident and Mentor Teacher compensation that meet the agreed upon criteria.
5. Co-develop a timeline for the recruitment, selection, and placement of Teacher Residents and Mentor Teachers, including (a) Teacher Resident and Mentor Teacher job descriptions, (b) initial screenings and criteria, (c) Teacher Resident and Mentor Teacher applications, (d) Teacher Resident and Mentor Teacher selection protocols, and (e) Teacher Resident placement and hiring processes.
6. Co-develop Teacher Resident schedules to maximize co-teaching, Teacher Resident development, and any additional campus-based responsibilities (e.g., tutoring, substitute teaching, paraprofessional duties, etc.).

In addition, the LEA and EPP assure:

1. The LEA will select schools in partnership with the EPP to align with availability of teacher candidate resident placements and pursue resident placement goals that are jointly established between the LEA and EPP.

2. The LEA and EPP will each assign a point-of-contact individual to serve as the TSS design leader. These individuals will have enough time and authority to oversee the work and will be accountable for helping to operationalize the objectives. The estimated time required to participate in DY sessions and progress check-in calls is approximately 45 hours/person for the duration of the DY.

IV. Implementation Year (IY) Commitments

During IY 2023-2024, the LEA and EPP, with guidance from ESC-20 through IY meetings, will engage in training, implementation, and sustainability of TSS practices to accomplish the following milestones:

1. During Summer 2023, EPP clinical supervisors, with support from ESC-20, will provide two days of role-specific summer training sessions to 2023-2024 Teacher Residents and 2023-2024 Mentor Teachers to build coaching and co-teaching capacity. Session topics will include, but are not limited to:
 - a. Responsibilities and roles;
 - b. High-impact coaching techniques for Mentor Teachers;
 - c. Setting instructional goals and documenting feedback and growth;
 - d. Co-teaching approaches and scheduling; and
 - e. Culturally-informed teaching practices.
2. EPP clinical supervisors and LEA professional development staff, with support from ESC-20, will provide four data-informed training sessions to Mentor Teachers over the course of the IY.
3. ESC-20 will conduct routine site visits to schools to monitor implementation, conduct interviews, and collect data regarding implementation. The LEA and EPP will receive data in December 2023 and May 2024 identifying program strengths and potential strategies to improve the success of the Mentor Teacher role and TSS models being implemented. Data will be discussed and used for improved decision-making during shared governance meetings between the LEA and EPP.

In addition, the LEA and EPP assure:

1. The LEA will give selected schools flexibility to reallocate units and funds within existing budgets to pay for their TSS model(s), including the flexibility to reallocate funds from vacancies, position trades, and other available budget sources.
2. The LEA and EPP Design Team will review and approve the staffing model designed by each participating school and monitor each school's implementation and redesign to facilitate continuous improvement, based on the TSS objectives.
3. The LEA and EPP will collaborate with ESC-20 to gather data needed to monitor the initiative's success. Data will be shared to provide all stakeholders insights into both the TSS implementation and the residency program as it relates to the LEA's and EPP's shared goals.
 - a. For the LEA, this includes student, teacher, and school-level data, such as data for those participating in the TSS intervention and data for those in comparison groups.
 - b. For the EPP, this includes candidate/graduate-level data for those participating in the TSS intervention and data for those in comparison groups.

Commitment to Texas Strategic Staffing

This MOU by San Antonio ISD, University of Texas at San Antonio, and Education Service Center, Region 20 is a commitment to create paid, year-long teacher candidate residencies through the implementation of Texas Strategic Staffing design that includes reallocation and reinvestment of existing LEA budgets to meet the quality staffing needs of San Antonio ISD. San Antonio ISD, University of Texas at San Antonio, and Education Service Center, Region 20 agree to operate in alignment with all [TCLAS Decision 5 Residency Program Grant Assurances](#), program guidelines, timelines, training, implementation processes, and sustainability requirements.

San Antonio ISD Superintendent:

Jaime Aquino, Ph.D.

Date

University of Texas at San Antonio Provost and Senior VP for Academic Affairs:



6/22/22

Kimberly Espy, Ph.D.

Date

University of Texas at San Antonio Dean:



6/24/22

Mario Torres, Ph.D.

Date

Education Service Center, Region 20 Executive Director:



Jeffrey Goldhorn (May 25, 2022 00:23 CDT)

Jeff L. Goldhorn, Ph.D.

Date

Texas A&M University San Antonio

College of Education and Human Development

Document Approval Routing Form

Name of Document: TAMUSA, SAISD, & ESC Region 20 – Texas Strategic Staffing

Department Name: Educator CAFÉ

Is this a:

New Document

Renewal

DocuSigned by:

Sherry Nichols

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Mrs. Sherry Nichols

Interim Director of Field Experiences & Clinical Assistant Professor

DocuSigned by:

Dr. Lorrie Webb

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Dr. Lorrie Webb

Assistant Dean

DocuSigned by:

Amy C. Lewis

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Dr. Amy C. Lewis

Interim Dean

DocuSigned by:

Dr. Mohamed Abdelrahman

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Dr. Mohamed Abdelrahman

Provost & Vice President



**Memorandum of Understanding for San Antonio ISD's,
Texas A&M University-San Antonio's, and Education Service Center, Region 20's
Participation in Texas Strategic Staffing with Teacher Residents**

This memorandum of understanding (MOU) is made and entered into this 23rd day of May, 2022, by and between San Antonio ISD, Texas A&M University-San Antonio, an agency of the State of Texas and a member of The Texas A&M University System (the A&M System) and the Education Service Center, Region 20, established and governed by Texas Education Code Chapter 8, and as set forth in the [TCLAS Decision 5 Grant Assurances](#) for High-Quality, Sustainable Teacher Residencies.

This MOU outlines commitments by San Antonio ISD (hereinafter referred to as "LEA"), Texas A&M University-San Antonio (hereinafter referred to as "EPP or Member"), and the Education Service Center, Region 20 (hereinafter referred to as "ESC-20") to create paid, year-long teacher candidate residencies through the implementation of Texas Strategic Staffing (TSS) design that includes reallocation of existing school district budgets to meet quality staffing needs. This document provides a brief TSS initiative overview and the terms of this MOU. Member and LEA are sometimes hereafter referred to as "Party" individually and as "Parties" collectively. This MOU is intended to be legally binding.

I. Project Overview: Primary Outcomes and Results to be Achieved

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- b. For the EPP, this includes candidate/graduate-level data for those participating in the TSS intervention and data for those in comparison groups.

Miscellaneous Provisions

1. **Entire Agreement.** This MOU constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this MOU. This MOU may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.
2. **Expenses.** Unless otherwise noted in this MOU, each Party will be responsible for its own costs and expenses incurred in connection with the undertakings contemplated in this MOU.
3. **Force Majeure.** Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).
4. **Governing Law.** The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, is governed and determined by the Constitution and the laws of the State of Texas.
5. **Independent Contractor.** Notwithstanding any provision of this MOU to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this MOU or by Member or Employer’s service to Member. Except as specifically required under the terms of this MOU, Member or Employer (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Member or A&M SYSTEM. As an independent contractor, Member or Employer is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. Member or Employer and its employees must observe and abide by all applicable Member policies, regulations, rules and procedures, including those applicable to conduct on its premises.
6. **Compliance with Laws.** Each Party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this MOU.
7. **Notice.** Any notice required or permitted under this MOU must be in writing, and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. The Parties can change their respective notice address by sending to the other party a notice of the new address.



Notices should be addressed as follows:

LEA

San Antonio Independent School District
Attention: Dr. Jaime Aquino
514 West Quincy Street
San Antonio, Texas 78212

Texas A&M University-San Antonio
Attention: Dr. Mohamed Abdelrahman
One University Way
San Antonio, Texas 78224

ESC-20

Attention: Dr. Jeff Goldhorn
1314 Hines Avenue
San Antonio, Texas 78208

8. **Public Information Act.** ESC-20 acknowledges that Member is obligated to strictly comply with the Texas Public Information Act, Chapter 552, *Texas Government Code* (the "PIA"), in responding to any request for public information pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law. Upon Member's written request, and at no cost to Member, ESC-20 will provide specified public information (as such term is defined in Section 552.002 of the PIA) exchanged or created under this MOU that is not otherwise excepted from disclosure under the PIA to Member in a non-proprietary format acceptable to Member that is accessible by the public.
9. **Severability.** In case any one or more of the provisions contained in this MOU will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this MOU will be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the MOU that are required by changes in federal or state law or regulations are automatically incorporated into the MOU without written amendment hereto, and will become effective on the date designated by such law or by regulation.
10. **Term & Termination.** This MOU is effective from the date of the last party to sign and expires on May 23, 2027. This MOU may be terminated by either Party upon thirty (30) days' written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten days after receiving written notice of the breach.
11. **Non-Waiver.** Member is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the



state of Texas. Employer expressly acknowledges that Member is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law.

12. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.
13. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, venue for a suit filed against Member is in the county in which the primary office of the chief executive officer of Member is located. At the execution of this MOU, such county is Erath, Texas.
14. **Confidentiality**
 - 14.1 The Parties anticipate that under this MOU it may be necessary for a Party (the “Disclosing Party”) to transfer information of a confidential nature (“Confidential Information”) to the other Party (the “Receiving Party”). The Disclosing Party must clearly identify Confidential Information at the time of disclosure by:
 - (a) Appropriate stamp or markings on the document exchanged; or
 - (b) Written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party.
 - 14.2 “Confidential Information” does not include information that:
 - (a) Is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party;
 - (b) Was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential;
 - (c) The Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or
 - (d) The Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
 - 14.3 The Receiving Party will use the same reasonable efforts to protect the Disclosing Party’s Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel who are directly involved with the Project.
 - 14.4 The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this MOU.
 - 14.5 If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party will, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section 14, disclosure of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this MOU.



14.6 The Receiving Party will, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information, except that the Receiving Party may securely retain one copy in its files solely for record purposes.

15. FERPA

15.1 Under this MOU, LEA and ESC-20 may receive or have access to "education records" as such term is defined in the Family Educational Rights and Privacy Act ("FERPA") maintained by University (the "FERPA Records"). Prior to disclosing any such FERPA Records to LEA and ESC-20, University will obtain the written consent of the University students to which the FERPA Records relate.

15.2 LEA and ESC-20 represents, warrants, and agrees that it will: (a) hold the FERPA Records in strict confidence and not use the FERPA Records for any purpose other than conducting the Research Program or as otherwise authorized by University in writing; and (b) implement and maintain appropriate administrative, physical, and technical safeguards to secure the FERPA Records from unauthorized access, disclosure, or use.

15.3 LEA and ESC-20 will not disclose personally identifiable information (as such term is defined in FERPA) from the FERPA Records to any third party unless LEA and ESC-20 (a) obtains University's prior written authorization and (b) requires any such third party to comply with the same restrictions and obligations contained in this Section.

15.4 LEA and ESC-20 must, within two business days of discovery, report to University any use or disclosure of FERPA Records not authorized by this MOU or in writing by University. LEA and ESC-20's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the FERPA Records used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what LEA and ESC-20 has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action LEA and ESC-20 has taken or will take to prevent future similar unauthorized use or disclosure. LEA and ESC-20 must provide such other information, including a written report, as reasonably requested by University.

15.5 Upon expiration or termination of this MOU, LEA and ESC-20 must return all FERPA Records to University within thirty (30) days or, if return is not feasible, delete all such FERPA Records.



Commitment to Texas Strategic Staffing

This MOU by San Antonio ISD, Texas A&M University-San Antonio, and Education Service Center, Region 20 is a commitment to create paid, year-long teacher candidate residencies through the implementation of Texas Strategic Staffing design that includes reallocation and reinvestment of existing LEA budgets to meet the quality staffing needs of San Antonio ISD. San Antonio ISD, Texas A&M University-San Antonio, and Education Service Center, Region 20 agree to operate in alignment with all TCLAS Decision 5 Program Grant Assurances, program guidelines, timelines, training, implementation processes, and sustainability requirements.

San Antonio ISO Superintendent:

Jaime Aquino, Ph.D. Date

Texas A&M University-San Antonio Provost:

DocuSigned by:
Dr. Mohamed Abdelrahman 4/24/2023
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Mohamed Abdelrahman, Ph.D. Date

Education Service Center, Region 20 Executive Director:

Jeff Goldhorn

Jeff Goldhorn, Ph.D. Date

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Renewal of the Memorandum of Understanding Between SAISD and Healy Murphy Center

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Dr. Kristen Williams, Executive Director, Office of Disability Services

MEETING DATE: August 21, 2023

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 Healy-Murphy Center.

All classes at the Healy-Murphy Center (HMC) are multi-grades: ninth through twelfth grades, based on the academic needs of the students at the time of enrollment. The Healy Murphy Child Development Center (HMCDC) delivers instruction to three- and four-year-olds assigned to its Pre-K program.

The Agreement between SAISD and the Center began in 1972. A subsequent agreement to provide services to the early childhood three- and four-year-olds began in 2001 and continues.

An Overview of Services Provided by SAISD

Academic services at the Center include instruction in the four core subject areas of Math, English, Science, and Social Studies. All high school students must meet Southern Association Accreditation standards for graduation. All core subject areas are aligned with the Texas Essential Knowledge and Skills specifications for each grade level. Eligible Title I students participate in a remedial instruction program that helps them raise their reading/language arts and math skills to the appropriate grade level.

The average daily enrollment for the 2022-2023 school year was 211 with 173 of those students in grades 9-12 attending the HMC and 38 students enrolled in the HMCDC. The combined average daily attendance (ADA) during the 2022-2023 school year is 130. SAISD provides nine teachers, one data clerk, and three paraprofessionals for a total of 14 staff members, as well as supplies/materials, and equipment to support the academic program at both locations. High School students in grades 9-12, and children age three and four, are enrolled or placed at the Centers. The Center provides classrooms, telephones, utilities, and maintenance/repair services.

Improve Social Emotional Readiness in all Students - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Office of Disability Services
Board Meeting Date:	August 21, 2023
Agenda Title:	Approval of the Renewal of the Memorandum of Understanding Between SAISD and Healy Murphy Center
Presenter:	Dr. Kristen Williams, Exec. Director, Office of Disability Services
Cost and Funding Source:	State Compensatory, Special Education, and Local monies are used to fund allocations for personnel costs, supplies and equipment. The 2023-2024 budget is \$948,958.
If no cost to the District, what is the approximate value of goods/services being provided?	
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Behavior <input checked="" type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
211 total combined enrollments for 2022-2023, with a combined average daily attendance of 137 students	SAISD provides: <ul style="list-style-type: none"> • 9 teachers, • 1 data clerk 3 paras 	1. Healy-Murphy Center (182) Healy-Murphy Childcare Center (202)			Cost for 182: \$722,473 Cost for 202: \$226,485

SUPPORTING DATA

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

Questions to consider:	Is this a renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Healy Murphy Center provides a non-traditional setting for high school age students
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If a renewal, include historical data that supports this renewal

If a new partnership, why are we participating in the new program/partnership?

(153 students this school year) to complete a self-paced curriculum for graduation with included wraparound services. 35% of students are provided therapeutic counseling through a Licensed Professional Counselor. 100% of students are provided job placement assistance when entering the workforce. 50% of students are parents who receive teen parenting services to include classes, diapers, and other essential items for care. Students also benefit from access to community services and partnerships through Healy Murphy Center which included meal distributions for 30% of families, providing each family with gift cards for holiday meals, financial assistance, and vaccine clinics. Additionally, the partnership includes the Healy Murphy Child Development Center which provides a 3K and 4K program staffed by the district (34 students enrolled this year and a full day care for infants. 30% of the students are children of the high school aged students. 80% of the current students in the 4K class scored at the "On-Track" level for mathematics, vocabulary, and comprehension. Students choose to attend Healy Murphy instead of dropping out from the traditional high school setting because of the programs and services, legacy traditions, and the unique setting. 80% of enrolled students continue in the program each year. Healy Murphy will graduate 30 students this school year.

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AND HEALY-MURPHY CENTER**

This Memorandum of Understanding is entered into by HEALY-MURPHY (hereinafter referred to as “HEALY-MURPHY”), a private TEA certified alternative high school (accredited by the Southern Association of Colleges and Universities), and is located at 618 Live Oak, San Antonio, Texas 78202, and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as “DISTRICT”), a political subdivision of the State of Texas, whose administrative offices are located at 141 Lavaca Street, San Antonio, Texas 78210.

WHEREAS, DISTRICT has a responsibility under State law for admitting into DISTRICT all persons who meet the admissions criteria set out in Texas Education Code (TEC) § 25.001, as well as DISTRICT Board Policy FD (Legal) and (Local); and

WHEREAS, DISTRICT has a responsibility under State and Federal Law for providing a Free and Appropriate Public Education (FAPE) as required by the Individual with Disabilities Education Act (IDEA), to all children with disabilities ages 3-21 who attend HEALY-MURPHY within the DISTRICT’S jurisdiction; and

WHEREAS, DISTRICT has a responsibility to provide classroom instruction to both special education and general education students residing at HEALY-MURPHY; and

WHEREAS, DISTRICT and HEALY-MURPHY understand and agree that the development and maintenance of an educational program at HEALY-MURPHY would be to their mutual benefit; and

WHEREAS, both parties understand and agree to their respective responsibilities as set out in the Texas Education Code (TEC) and Commissioner’s Rule for Special Education Title 19 of the Administrative Code § 89; and

NOW, THEREFORE, in consideration for the mutual promises and covenants contained in this Memorandum of Understanding, DISTRICT and HEALY-MURPHY do hereby agree as follows:

Rights and Responsibilities of HEALY-MURPHY and DISTRICT

1. HEALY-MURPHY and DISTRICT shall determine jointly which students are eligible to receive educational services in accordance with this agreement. The number of eligible students shall be continuously monitored by DISTRICT. The curriculum at HEALY-MURPHY will include the Texas Essential Knowledge and Skills prescribed by the Texas Education Agency. If at any time, the enrollment of eligible students and contact hours generated do not support the number of staff assigned for a period of two (2) consecutive nine-week grading periods, DISTRICT shall have the option of reassigning the teacher(s) and assistant. High school students leaving HEALY-MURPHY shall receive full credit for courses taken when re-enrolling at DISTRICT schools.

2. HEALY-MURPHY and DISTRICT, as per TEA regulations, shall consider all eligible three- and four-year old children and ninth through twelfth grade students for enrollment into SAISD for educational services.
3. DISTRICT and HEALY-MURPHY shall jointly supervise the teachers and the teacher assistants. The teachers and the teacher assistants shall hold the appropriate certification permits as required by the Texas Education Agency. The teachers and teacher assistants shall be evaluated under the DISTRICT Appraisal System. The Director of Satellite Campuses shall be responsible for the appraisals of all DISTRICT employees assigned to the HEALY-MURPHY CENTER.

Rights and Responsibilities of HEALY-MURPHY

1. HEALY-MURPHY shall provide appropriate educational space, which includes adequate classroom facilities and equipment for each student. The classrooms provided by HEALY-MURPHY shall be well-lighted and temperature-controlled and shall contain, at a minimum, the following: a desk and chair for each student and teacher, a chalkboard, a bulletin board, adequate storage space, two (2) four-drawer file cabinets with locks, and a pencil sharpener. Should other equipment be deemed necessary by DISTRICT, which would not normally be provided by DISTRICT in the presentation of an education program in a setting, HEALY-MURPHY may be requested to provide such equipment.
2. HEALY-MURPHY shall notify DISTRICT of any eligible school age students within three (3) days of admission into HEALY-MURPHY and provide DISTRICT with pertinent information for Child Find.
3. HEALY-MURPHY shall acquire student's records (grades, attendance, medical, etc.), as required by the DISTRICT as well as any other information related to special education (current assessment, psychological, academic, and medical, and referral information) as required by State and Federal law and the State Board of Education rules, and regulations of the Texas Education Agency, and DISTRICT. HEALY-MURPHY shall conform to DISTRICT policy and State and Federal law with respect to confidentiality of student records and shall have appropriate authorization from eligible students' parents before obtaining any record. If the parent is not available, the DISTRICT shall provide a surrogate parent, as required by SBOE rules.
4. HEALY-MURPHY shall conform to DISTRICT policy and State and Federal law with respect to confidentiality of student records and shall have appropriate authorization from eligible students' parents before obtaining any record. If the parent is not available, the DISTRICT shall provide a surrogate parent, as required by SBOE rules.
5. HEALY-MURPHY shall enroll only those students whose residents are in SAISD, unless the parents of non-resident students sign an agreement stating their approval for the enrollment and their understanding that all students who receive educational services at HEALY-MURPHY will enter into contractual agreements with SAISD for the purpose of

receiving state funding and providing educational and related services at HEALY-MURPHY.

6. HEALY-MURPHY shall work cooperatively with SAISD to ensure that students are in attendance daily.
7. HEALY-MURPHY shall provide on-site personnel support and assistance, as needed, to render treatment of medical emergencies and to address behavior management needs of all eligible students participating in the program. When it is determined that the inappropriate behavior poses a threat to the student or others while in the educational setting, the student shall be removed from the instructional environment in an appropriate and timely manner.
8. HEALY-MURPHY designee shall attend ARD/IEP meeting upon request from DISTRICT.
9. HEALY-MURPHY on-site personnel shall work in conjunction with the SAISD staff to follow procedures and practices for discipline restraint policies of DISTRICT while students are participating in an instructional day.
10. HEALY-MURPHY and DISTRICT will provide training for on-site personnel and DISTRICT personnel to ensure compliance with DISTRICT, State and Federal, general and special education curriculum and program requirements as well as mandates associated with each student's behavior intervention plan for the classroom, as recommended by the ARD committee and specified in the IEP.
11. HEALY-MURPHY understands and agrees that when appropriate applications are made for Teacher (s) and teacher assistant to attend staff development sessions, substitutes shall be hired and assigned to HEALY-MURPHY as appropriate.
12. HEALY-MURPHY shall provide a sufficient number of qualified staff members to supervise eligible students during the teacher's 45 minutes conference period and 30 minutes duty-free lunch each school day.
13. HEALY-MURPHY shall provide a sufficient number of qualified staff members to assist the teachers during the instructional assistant's 30 minutes lunch period and during the instructional assistant's daily break period, which consists of one 15 minutes break in the morning and afternoon.
14. HEALY-MURPHY shall assume full responsibility for ensuring each eligible student's attendance, and that each student attends classes on time, has the required school supplies, and is dressed in appropriate attire.
15. HEALY-MURPHY shall assist the DISTRICT with documenting student attendance promptly every school day and submitting attendance records daily or weekly.
16. HEALY-MURPHY shall assist in reporting SAISD employee's attendance each week.

17. HEALY-MURPHY shall provide, at its own expense, suitable meals to all eligible students who receive educational services at the HEALY-MURPHY.
18. HEALY-MURPHY shall allow DISTRICT representatives to visit and monitor classroom(s) and the educational program itself at any and all times for any reasons including, but not limited to, the inspection of equipment, supplies, and facilities relating to instructional services and the evaluation of DISTRICT employees assigned to the HEALY-MURPHY. All DISTRICT representatives shall sign in and out at HEALY-MURPHY.
19. HEALY-MURPHY shall assign a representative with the DISTRICT, who shall be responsible for coordinating and supplying materials, including, but not limited to school supplies.
20. HEALY-MURPHY shall establish measures designed to ensure the safety of students, teachers, and other SAISD personnel and ensure that the use of classroom areas comply with fire and safety standards.
21. HEALY-MURPHY shall provide orientation to the Teacher(s) and teacher assistant(s), which shall include general policies and rules, emergency safety policies and procedures, specific resident population concerns, resident information systems and release of information requirements, client abuse and neglect, prevention and management of aggressive behavior, and confidentiality.
22. HEALY-MURPHY shall be responsible for the general maintenance and clean-up of the classroom areas.
23. HEALY-MURPHY shall allow the teacher(s) and teacher assistant(s) access to a copy machine and use of a computer and any other audio-visual equipment, such as an overhead projector, a slide projector with screen, or a tape recorder to be used for classroom instruction.
24. HEALY-MURPHY shall provide DISTRICT with the necessary student data required to establish eligibility for special education services, when appropriate.
25. HEALY-MURPHY shall notify District's Director of Satellite Campuses and/or Assistant Superintendent, Disability & Learning Support Services or his/her designee at least thirty-days (30) prior to any changes at HEALY-MURPHY, which could have a substantial effect on the HEALY-MURPHY classrooms.
26. HEALY-MURPHY personnel shall not remove eligible students from the HEALY-MURPHY classroom except in the event of a medical emergency or when the teachers or student support personnel has requested assistance in handling a discipline or behavior incident. Removal of special education students shall also be in compliance with the student's behavior intervention plan (BIP), if applicable.

27. HEALY-MURPHY shall neither have nor exercise any control over the direction of the specific instructional methods, which the DISTRICT teachers or DISTRICT teacher assistants assigned to the HEALY-MURPHY may use in the performance of educational services. Questions that may arise regarding instructional methods or DISTRICT policy should be addressed, preferably in writing, to the Director of Satellite Campuses and/or the Assistant Superintendent, Disability & Learning Support Services or his/her designee for resolution.
28. HEALY-MURPHY agrees to provide certified teachers to provide instructional services to high school youth from all areas of San Antonio and eligible three- and four- year-old students for the SAISD.
29. HEALY-MURPHY shall be supportive of the State Assessment Program.
30. HEALY-MURPHY shall support the fulfillment of all State Results Driven Accountability (RDA) requirements.
31. HEALY-MURPHY shall insure the certification of all eligibility requirements for those children eligible to attend the Early Childhood Education Program.

Rights and Responsibilities of the District

1. DISTRICT shall assign up to 9 teachers, one data clerk and 3 instructional assistants to HEALY-MURPHY, as needed. The number of staff shall be based on student enrollment and student contact hour reports required by the Texas Education Agency and the SAISD Guide to Campus Staffing for Special Education and General Education students and Emergent Bilingual students.
2. DISTRICT shall provide Free and Appropriate Public Education (FAPE) to all eligible students with disabilities, in the least restrictive environment (LRE), to the maximum extent appropriate, to meet the individual educational needs of the student as determined by the ARD/IEP committee.
3. DISTRICT shall provide a general education curriculum for students who are not in a special education program.
4. DISTRICT'S Principal of Satellite Campuses and/or the Assistant Superintendent, shall exercise the exclusive right to consider and implement an alternate method to provide educational services when the classroom consensus of the special education students does not support the number of Teachers and Student Support Personnel assigned.
5. DISTRICT shall provide the services of appropriate personnel to support the educational programs at HEALY-MURPHY for eligible general and special education students and emergent bilingual students. Such personnel shall include teachers, teacher assistants, and any other employees deemed appropriate by DISTRICT.

6. DISTRICT shall follow applicable State Board of Education (SBOE) rules and Federal regulations concerning placement of students who are expelled from any other school district. Expelled students shall remain “ineligible” for enrollment in any DISTRICT school until the terms of their expulsion have been met. Special education and general education students formally expelled from their home school districts prior to placement at HEALY-MURPHY who have met the terms of their expulsion may participate in the instructional services offered by DISTRICT.
7. DISTRICT agrees that the teachers and teacher assistants assigned to HEALY-MURPHY shall be employees of DISTRICT, and shall be subject to all of the policies, rules, regulations, and directives of the Texas Board of Education, the Texas Education Agency, and DISTRICT, including, but not limited to, policies and rules on performance evaluations, salary pay scales, reassignment, and termination.
8. DISTRICT shall provide the teachers and the teacher assistants with reasonable opportunities to attend the DISTRICT staff development sessions, which are appropriate to their positions and duties, upon proper application to the appropriate DISTRICT designee and campus administrator.
9. DISTRICT shall require the teachers and teacher assistants to comply with all pertinent HEALY-MURPHY policies, rules, and procedures not in conflict with DISTRICT policies, rules, and procedures.
10. DISTRICT shall provide HEALY-MURPHY with data forms relating to both the general and special education program.
11. DISTRICT will collaborate with HEALY-MURPHY upon notification of student’s admission into the HEALY-MURPHY to ensure the appropriate provision of services.
12. DISTRICT shall continuously monitor the number of eligible students who are receiving educational services under this agreement, to ensure that the pupil-teacher ratio is adequate.
13. DISTRICT shall employ the teachers and instructional assistants assigned to HEALY-MURPHY, and shall be solely responsible for their salaries and fringe benefits.
14. DISTRICT shall meet for a temporary Admission, Review and Dismissal (ARD) committee to determine that the student is eligible for special education if the student is new to DISTRICT, and was previously in special education, contingent upon either receipt of valid assessment data from the previous school district or the collection of new assessment data. DISTRICT shall hold a brief ARD/ Individualized Education Program (IEP) meeting for a student who has been receiving educational services from a school within DISTRICT. The ARD/IEP Committee shall determine appropriate services and placement to accommodate student needs.

15. DISTRICT shall provide each eligible special education student enrolled at HEALY-MURPHY with an IEP developed by the ARD/IEP Committee. The ARD/IEP committee shall include a parent, guardian, surrogate parent, or competent adult student.
16. DISTRICT shall provide instructional materials to support student instruction. DISTRICT'S Director of Satellite Campuses and/or Executive Director of Disability Services or his/her designee shall approve all instructional materials including materials offered by HEALY-MURPHY before being purchased and/or used.
17. DISTRICT shall provide the DISTRICT'S discipline management policies and/or the Behavior Intervention Plan (BIP) for the classroom and students.
18. DISTRICT may send representatives to visit and monitor HEALY-MURPHY classrooms and the educational program itself at any time for any reason, including but not limited to the inspection of equipment, supplies, and facilities relating to instructional services and the evaluation of district employees assigned to HEALY-MURPHY. All DISTRICT representatives shall sign in and out at the center.
19. DISTRICT shall have the right to enter the area of HEALY-MURPHY where instructional services are being provided for purposes of evaluating the DISTRICT employees assigned to HEALY-MURPHY.
20. DISTRICT shall have the right to inspect the equipment, supplies, or facilities where instructional services are being provided at HEALY-MURPHY. DISTRICT shall contact HEALY-MURPHY, either orally or in writing, prior to an inspection.
21. DISTRICT shall ensure that each eligible student with a disability is receiving the necessary related services not provided by HEALY-MURPHY.

Definitions

The following definitions apply to this Memorandum of Understanding:

1. An "eligible special education student" is defined as any person who has the right to receive educational benefits as provided in § 25.001 of the Texas Education Code, and who is determined to be eligible to receive Special Education services under State or Federal law.
2. "Instructional materials" include, but are not limited to, textbooks, workbooks, printed handouts, and any other materials, which would normally be provided in a classroom setting to students in the general classroom.
3. "School supplies" include, but are not limited to, the following: ink pens, notebook paper, No. 2 pencils, crayons, markers, colored map pencils, rulers, paper clips, rubber bands, file folders, staplers, tape, scissors, glue, and pencil sharpeners.

4. "IEP" is an Individualized Education Program, which includes a written statement for a child with a disability that is developed and implemented in accordance with 34 C.F.R. § 300.341-300.350. At the beginning of services, each public agency shall have in effect an IEP for every child with a disability who is receiving special education. The IEP for each child must include the following:
 - a. A statement of annual goals, including short-term instructional objectives;
 - b. A statement of the specific Special Education and related services to be provided to the child and the extent to which the child will be able to participate in regular educational programs;
 - c. The projected dates for initiation of services and the anticipated duration of the services; and
 - d. Appropriate objective criteria and evaluation procedures and schedules for determining, on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - e. ARD/IEP committee must address which state assessment/LDAA to provide for the student.

6. "ARD" refers to the Admission, Review, and Dismissal (ARD) committee, which makes decisions concerning eligibility determinations, development of the IEP, consideration of assistive technology, development of the behavior intervention plans, and placement of a student referred for consideration for special education services.

Term

This Memorandum of Understanding shall be in effect from July 1, 2023, through June 30, 2024 unless terminated by either party in accordance with this provision. Either party may terminate this Memorandum of Understanding at any time, with or without cause, by giving the other party written notice of its decision to terminate.

This Memorandum of Understanding (and any modification hereof) shall be for one year. This Memorandum of Understanding may not be modified except in writing, signed by an authorized representative of each party.

Other General Provisions

Both parties agree that no person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination on the basis of race, color, national origin, religion, sex, age, disability, or political affiliation with respect to services described in the Memorandum of Understanding.

The validity of this Memorandum of Understanding, the terms or provisions, and the rights and duties of the parties hereto shall be interpreted and construed under and in accordance with the laws of the State of Texas.

DISTRICT and HEALY-MURPHY understand and agree that all information concerning students is confidential and shall not be disclosed to any person, except as authorized by law. In order to facilitate the exchange of information between DISTRICT and HEALY-MURPHY, each of the parties shall obtain from the students and/or the students' parent or legal guardian the necessary authorization for release of information between DISTRICT and HEALY-MURPHY.

When appropriate authorization is obtained, both parties shall cooperate in providing information to the other which is relevant and reasonably necessary for the performance of the Memorandum of Understanding.

Class instruction at HEALY-MURPHY shall coincide with DISTRICT'S school year calendar. School calendars shall be provided to HEALY-MURPHY at the beginning of each school year for easy reference to school holidays, teacher in-service days, etc. DISTRICT shall not conduct summer school classes at HEALY-MURPHY.

DISTRICT shall provide Extended School Year (ESY) services to those students who meet the specific criteria for this designated service.

The parties understand and agree that the number of teaching days, in-service planning days, and student holidays in regard to any education program conducted at HEALY-MURPHY shall be in accordance with State law, DISTRICT policy, and the employment contract of the Teachers employed by DISTRICT to deliver the educational program at HEALY-MURPHY under this Memorandum of Understanding.

No assignment of this Memorandum of Understanding or of any right accruing hereunder, shall be made, in whole or in part, by HEALY-MURPHY without the prior written consent of DISTRICT.

Any notice to be given hereunder by either party to the other party, in writing, shall be by personal delivery or by Registered or Certified Mail, Return Receipt Requested. Notice to the DISTRICT shall be sufficient if addressed to:

Maria Y. Cordova
Assistant Superintendent
514 W. Quincy
San Antonio, Texas 78212

Notice to HEALY-MURPHY shall be sufficient if addressed to:
Douglas Watson, Executive Director
HEALY-MURPHY Center
618 Live Oak
San Antonio, Texas 78202

Either party to this Memorandum of Understanding may change the name or title of the individual listed above for purposes of notice by giving notice of such change in accordance with the provisions of the above paragraph.

This Memorandum of Understanding contains the entire agreement of the parties with respect to matters covered by its terms. All of the rights, duties, and obligations of the parties are completely set forth in this Memorandum of Understanding. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Memorandum of Understanding are of no force or effect.

EXECUTED IN DUPLICATE by the DISTRICT on the ____ day of _____, 2023, in San Antonio, Texas and by HEALY-MURPHY on the ____ day of _____, 2023, in San Antonio, Texas.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Jaime Aquino
Superintendent

HEALY-MURPHY CENTER

By: _____
Douglas Watson
Executive Director

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Agreement (MOA) Between SAISD and the University of Texas A&M San Antonio

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 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Agreement between SAISD and the University of Texas A&M San Antonio for BCBA interns to work with SAISD students with Autism, during the 2023-2024 school year.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the proposed MOA with the University of Texas A&M San Antonio as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

SAISD has received a Notice of Grant Award (NOGA) from TEA for the Innovative Services to Students with Autism Grant in the amount of \$139,072.00.

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Disability and Learning Support Services
Board Meeting Date:	August 21, 2023
Agenda Title:	Approval of the Memorandum of Agreement (MOA) Between SAISD and the University of Texas A&M San Antonio
Presenter:	Dr. Kristen Williams, Executive Director, Disability Services
Cost and Funding Source:	\$139,072 – Innovative Services for Students with Autism Grant
If no cost to the District, what is the approximate value of goods/services being provided?	
This MOU addresses the following:	<input type="checkbox"/> Academics <input type="checkbox"/> Attendance <input checked="" type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
401	59	36			

SUPPORTING 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>According to the Autism grant, BCBA interns will support student behavior, assist with behavior plans, and implement behavior plans in class to develop routines for the students.</p>
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A&M-SA

Applied Behavior Analysis Program

Memorandum of Agreement Between Program and Supervise Experienced Training Site

AGREEMENT

- **Purpose** – The purpose of this agreement is to clarify the responsibilities of all parties involved in this supervised experienced training SAISD Board Certified Behavior Analyst (BCBA) will provide supervision to Texas A&M University (A&M-SA) students in the Master of Applied Behavior Analysis (ABA) program according to the guidelines provided by the Behavior Analysis Certification Board. Clinical supervision assists with understanding issues associated with public school *students' behavior best practice*; developing new insights and perspectives; improving knowledge, skills, and competence; professional accountability; and ensuring that public school students receive appropriate services. All parties should sign this form if they agree to perform the duties described below.

- **University** – The University agrees to:
 1. Have the ABA Program Coordinator facilitate communication between the University and the site.
 2. Initiate a separate agreement delineating the responsibilities of all parties involved in relation to the 2 practicum courses ABA MS students will take in the Fall 2023 and Spring 2023.
 3. A meeting/phone conference will be arranged to discuss the students' Practicum course requirements in relation to the Supervised Experience Training.
 4. Have the ABA program coordinator available for coordination of practicum course requirements.

- **Supervised Experience Training Site** – The Supervised Experience Training site agrees to:
 1. Assign a site supervisor who has appropriate credentials (i.e. BCBA), time, and interest to provide required training supervision for MS in ABA students to accrue supervised experience hours as stipulated. By the BACB. The supervisor is responsible for maintaining the integrity and quality of the Supervised Experience Training and assumes responsibility for all duties performed by the student *intern* while under supervision.
 2. Make a commitment to the Supervised Experience Training as a learning experience, in which the student *intern* has opportunities to attain professional competencies through carefully supervised activities.
 3. Provide opportunities for the student *intern* to engage in a variety of public-school student activities (e.g., assessment, intervention, behavior management, consultation, systems-level services) with a range of age groups and populations to ensure a breadth of experience and for the purpose of evaluating the student *intern's* performance.
 4. Negotiate a training plan with the intern that will be based on desired professional experiences (e.g., with specific populations, with specific assessment methods), the student *intern's* career goals, and the needs of the district/agency. Negotiate and agree to a consistent and predictable schedule.
 5. Provide a safe and secure work environment with adequate workspace, telephone, office supplies, and staff support to conduct professional activities.
 6. Provide appropriate supervisory contact that involves examination of student *intern* work using audio/video tapes, observation, review of case notes and psychological reports, review of test record forms, and/or live supervision. Supervision must be structured, face-to-face, and focused on helping the student *intern* attain competencies, and the preponderance of supervision should be conducted individually. For Practicum, a minimum of one hour of supervision per week must be provided.
 7. Participate in formal written evaluations of the *intern's* progress at two points during the year and communicate with University faculty about the *intern's* progress.
 8. Contact the University supervisor if any significant problem occurs with the *intern's* performance or clinical experience.
 9. Encourage the *intern's* participation in continuing professional development activities. In addition to the scheduled supervision, there is additional opportunity for learning experiences that could include case conferences, professional seminars, in-service training, and other activities approved by the field supervisor.

➤ **Intern – The university student intern agrees to:**

1. Adhere to the administrative policies, rules, standards, and practices of the Supervised Experience Training site.
2. Practice in accordance with relevant ethical and legal standards, including the *Principles for Professional Ethics* (NASP, 2020) and state guidelines. Any breach of these standards or other unethical behavior will result in the student *intern*'s removal from the Supervised Experience Training site.
3. Act in a professional manner with clients, teachers, staff members, and supervisors.
4. Identify themselves appropriately to clients and others (i.e., as a Supervised Experience Training Student *Intern*'s).
5. Keep the clinical site and university supervisors informed regarding his/her clinical training experiences.
6. Secure professional liability insurance coverage.
7. Provide own transportation to and from the clinical site.
8. Meet the minimal level of knowledge, skills, and competence to complete course requirements.

➤ **Equal Opportunity** – It is mutually agreed that no party shall discriminate on the basis of race, color, nationality, ethnicity, age, sex, or creed.

➤ **Termination** – It is understood and agreed by and between the parties involved that the agency/ institution/school district has the right to terminate the clinical training experience. If, in the opinion of the site supervisor, a student *intern*'s behavior is detrimental to the operation of the agency/institution/school district and/or to client care, the student *intern*'s participation at the site may be terminated. Such action will not be taken until the grievance against the student *intern* has been discussed with the student *intern* and with university supervisors. The university supervisor maintains the right to terminate the Practicum in consultation with all parties when deemed necessary.

➤ The Supervised Experience Training site agreement will begin on July, 1 2023 (month, day, year) and end on June 30, 2024 (month, day, year), for a minimum of 800 hours per school year.

➤ The Supervised Experience Training site must consist of at least 400 clock hours per semester (total = 800 hours over the course of two semesters). student *interns* are expected to spend a minimum of 20 hours per week at their Practicum site. These hours include time spent in supervision, but do not include time spent working on activities off-site (e.g., writing reports off-site, attending weekly Practicum class meetings at the university). As a general guideline, time spent in all Practicum activities should not exceed 20 hours per week.

➤ For activities occurring during university winter break, practicum student *intern*'s should negotiate with their sites the activities they will complete while class is not in session. **Practicum student interns should complete all on-site activities by the end of finals week during the spring semester.** These dates may not coincide with the end of the site's academic year. University supervisors cannot guarantee university supervision during semester breaks, so student *interns* should not be allowed to have clinical contact with public school students after the end of the semester.

➤ It is understood and agreed that the parties to this arrangement may revise this *Memorandum of Agreement* or the written plan for the field experience by written amendment upon mutual agreement by all parties.

Signatures:

, Ph.D.
University Supervisor's Signature

Date

Kristen Williams, Ph.D., Executive Director
San Antonio Independent School District Department of Special Education Services

Date

Dr. Jaime Aquino
San Antonio Independent School District Superintendent

Date

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Agreement (MOA) Between SAISD and the University of South Carolina

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Dr. Kristen Williams, Executive Director for Disability Services

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Agreement (MOA) between SAISD and the University of South Carolina to provide practicum experience in the field of speech-language pathology to help their students prepare for the 21st century workforce as a Speech-Language Pathologist. The University is accredited by the American Speech-Language Hearing Association. They support the instructional and clinical development of students in speech-language pathology. The primary goals of this partnership are to help University of South Carolina students attain evaluation and therapy experiences required for graduation and certification as a SLP-Intern and to attract SLPs, a high needs staffing role, as direct hires to SAISD.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the proposed MOA with the University of South Carolina as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services are provided at no cost to the District and are valued at approximately \$5,000 per graduate student.

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Disability Services
Board Meeting Date:	August 21, 2023
Agenda Title:	Approval of the Memorandum of Agreement (MOA) Between SAISD and the University of South Carolina
Presenter:	Dr. Kristen Williams, Executive Director for Disability Services
Cost and Funding Source:	Services are provided at no cost to the District.
If no cost to the District, what is the approximate value of goods/services being provided?	Services are provided at no cost to the District and are valued at approximately \$5,000 per graduate student. Time, training, and mentoring will be provided by a licensed and certified SLP staff member to the graduate student clinician. The resulting value is the growth, development and attainment of therapy and clinical hours required for graduation of an SLP who can apply with the District for employment to serve students with IEPs eligible for speech/language services.
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input type="checkbox"/> Attendance <input type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
60-80	1-3 SLPs	3-6	0	0	0

SUPPORTING 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 partnership is part of a long-term strategy to provide a first-class practicum program to Speech-Language Pathology (SLP) students to improve the quantity and quality of SLP applicants that apply with SAISD. This effort should lead to an increase of bilingual and monolingual SLPs, a high needs staffing role. Currently the Speech Services department is fully staffed because of ongoing efforts to create partnerships with universities in an around Texas. By continuing to expand SAISD's relationships with in- and out-of-state universities, future SLP's can train in the district with the hope of eventual employment and the District has access to intern candidates who have already worked in and learned district processes and procedures the prior year.</p>
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**MEMORANDUM OF AGREEMENT FOR CLINICAL EDUCATION
AFFILIATION WITH THE UNIVERSITY OF SOUTH CAROLINA**

Term of Agreement: 7/1/2023 through 6/30/2024 with automatic renewal for additional one (1) year periods until cancelled in writing.

This Memorandum of Understanding for Clinical Education Affiliation is made between San Antonio Independent School District (hereinafter FACILITY) and the **University of South Carolina**, a public institution of higher education organized and existing under South Carolina law (hereinafter UNIVERSITY), for educational programs, as identified herein on EXHIBIT 1, including the Arnold School of Public Health, Programs of **Physical Therapy** and **Communication Sciences and Disorders (Speech Pathology)**.

In consideration of the benefits to be derived by both the FACILITY and the UNIVERSITY and the students who participate in this clinical education experience, the FACILITY and the UNIVERSITY agree to use best efforts as follows:

1. The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship and to provide quality clinical education experiences for the UNIVERSITY's students enrolled in various program, including the Arnold School of Public Health, Programs of Physical Therapy, Communication Sciences and Disorders (Speech Pathology), College of Pharmacy, College of Nursing, College of Social Work, and School of Medicine.
2. The clinical education experience will be of such content and cover as may from time to time be mutually agreed upon by the UNIVERSITY and the FACILITY. The starting and ending dates shall be agreed upon at least one month before the clinical education experience commences.
3. The UNIVERSITY and FACILITY will use best efforts to maintain an environment of quality learning experiences for the UNIVERSITY's student(s), while at the same time enhancing the resources available to the FACILITY for the provision of care to its clients and patients. At the request of either party, a meeting or conference will be held between UNIVERSITY and FACILITY representatives to resolve any problems or to develop any improvements in the operation of the clinical education experience.
4. The FACILITY will designate a Center Coordinator of Clinical Education (CCCE) or liaison and the UNIVERSITY shall likewise designate an Academic Coordinator for Clinical Education (ACCE), a Coordinator of Clinical Practicum, or liaison who shall together be responsible for:
 - a. Developing, administering and evaluating the clinical education experiences undertaken by the UNIVERSITY's students; and
 - b. Scheduling student assignments, including the number of students enrolled in each clinical education experience and the length of the clinical assignments; and
 - c. Arranging adequate meetings and sharing communications relating to this Memorandum of Understanding; and
 - d. Coordinating the assignment of UNIVERSITY faculty and FACILITY staff. Upon request, FACILITY or UNIVERSITY will provide evidence of the licensure or certification of the assigned UNIVERSITY faculty or FACILITY staff.

5. The UNIVERSITY will use its best efforts to select students who are prepared for effective participation in the clinical education experience. The UNIVERSITY will retain ultimate responsibility for the education of its students.
6. The FACILITY will provide adequate facilities for participating students and faculty in accordance with the clinical education experience program objectives, as developed through cooperative planning by the UNIVERSITY's designated faculty and the FACILITY's staff.
7. FACILITY staff shall, upon request, assist the UNIVERSITY in the evaluation of the learning and performance of participating students, subject to the Family Educational Rights and Privacy Act of 1974, as amended. The FACILITY hereby agrees to keep confidential any student records or information it may obtain, unless it has otherwise obtained prior written consent of the student. See ATTACHMENT A.
8. Upon request, if necessary and as appropriate, student participants may undergo a health examination to meet the clinical education experience requirements, including testing to determine infectious or contagious diseases. Such health examinations may be performed by the FACILITY, at the sole expense of the student participants.


To the extent allowed by applicable law and subject to any necessary consent, the FACILITY may request health status reports, including evidence of immunity, on student and faculty participants.

9. Neither party is an agent, employee, or servant of the other. Nothing herein shall be deemed to create a partnership, joint venture, or agency relationship between the FACILITY and UNIVERSITY.
10. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the FACILITY and the UNIVERSITY; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
11. Students will be treated as trainees who have no expectation of receiving compensation for their services or future employment from either the UNIVERSITY or the FACILITY.
12. The UNIVERSITY and FACILITY acknowledge and agree that student participants in the clinical education experience are not employees of the UNIVERSITY or the FACILITY by reason of such participation, and that neither assumes responsibilities as to any student participant as may be imposed upon an employer under law, regulation or ordinance. Student participants shall be informed that they must not hold themselves out as employees of the UNIVERSITY or FACILITY.
13. UNIVERSITY faculty are the employees of the UNIVERSITY, unless there is an explicit written agreement otherwise. Any courtesy appointments to faculty or staff by either the UNIVERSITY or the FACILITY shall be without an individual's entitlement to compensation or benefits from the appointing party, unless there is an explicit written agreement otherwise.
14. The FACILITY will retain responsibility for the care of its clients and patients and will maintain supervision of students insofar as their presence and clinical education experience assignments affect the operation of the FACILITY and its care, direct and indirect, of its clients and patients. No provision of this Agreement shall prevent any FACILITY client or patient from requesting not to be a teaching client or patient nor prevent any member of the FACILITY medical staff from designating any client or patient as a non-teaching client or patient.

15. Each agrees to abide by the non-discrimination laws, regulations, and policies applicable, respectively.
16. This working relationship and affiliation may be reviewed annually.
17. This Memorandum of Understanding may be amended in writing signed by the authorized agents of the FACILITY and the UNIVERSITY.
18. FACILITY and UNIVERSITY acknowledge that protection of participants from exposure to Bloodborne pathogens is the joint concern of the FACILITY, UNIVERSITY and the participants. FACILITY shall provide participants with education regarding Bloodborne pathogens appropriate to the participant's educational experience at the FACILITY and shall maintain documentation of such education.
19. The FACILITY shall provide the orientation and training for participants as to the philosophies, rules, regulations and policies of the FACILITY, including universal precautions, exposure plans, risks of exposure to Bloodborne pathogens, chemical or other hazards, fire safety hazards, confidentiality, privacy, particularly of its patients and clients, in accordance with applicable federal and state laws, guidelines, and regulations.
20. The FACILITY will supply items of protective clothing, supplies, material or other equipment, including gloves, gowns, masks, and other supplies, as appropriate to the participant's clinical education experience, consistent with the FACILITY's policies, procedures, and the Centers for Disease Control guidelines.
21. In the event of an exposure incident, FACILITY, to the extent allowed by law, will perform initial source testing in accordance with the FACILITY's policies and applicable federal and state regulations. FACILITY will use its best efforts to appropriately test the source patient and to obtain the patient's consent to disclosure of test results to the UNIVERSITY and the exposed participant.
22. To the extent allowed by law and subject to any necessary consent, in the event a participating student and/or faculty member has an exposure to blood or body substances, if there is an injury to the student and/or faculty member, or if there is an infectious disease outbreak, the UNIVERSITY agrees to send the student's and/or faculty member's health records upon receipt of a valid written request by the FACILITY for such health records.
23. Upon request, the UNIVERSITY will furnish evidence of Worker's Compensation Insurance and appropriate liability coverage for participants.
24. The UNIVERSITY shall advise participating students and faculty of their requirement to maintain health and medical insurance.
25. Any medical or health care, emergency or otherwise, that may be received by a participant at the FACILITY in the course of the clinical education experience shall be at the sole expense of the recipient of such care. Nothing herein shall require the FACILITY to provide any such care. The UNIVERSITY shall not be liable for costs of treatment.
26. Each party shall comply with the federal, state, and local laws, rules, regulations and accreditation requirements applicable, respectively.

27. While enrolled in the clinical education experience, students will be subject to the applicable policies and procedures of the FACILITY and the UNIVERSITY. Each party will be responsible for the enforcement of their respective policies and procedures. The FACILITY may exercise its discretion and remove or bar any participant who poses an immediate risk of harm to self, others, or property or who is deemed to be conducting oneself contradictory to the FACILITY's mission.
28. The FACILITY hereby grants to the UNIVERSITY the right to publish UNIVERSITY administrative materials such as catalogues, course syllabi, clinical education experience reports, that identify or use the name of the FACILITY or its members or staff, directly or indirectly.
29. The UNIVERSITY will encourage and advise participants of the requirement to comply with the FACILITY's rules, regulations and procedures, including, but not limited to, the following:
 - a. To follow the administrative policies, standards and practices of the FACILITY when in the FACILITY.
 - b. To report to the FACILITY on time and to follow all established regulations of the FACILITY.
 - c. To keep confidential and private all medical, health, mental health, financial, and social information pertaining to any client or patient.
 - d. To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
 - e. To follow Centers for Disease Control and Prevention (C.D.C.) Universal Precautions for Bloodborne Pathogens, C.D.C./DHEC Guidelines for Tuberculosis Infection Control, and Occupational Safety and Health Administration (O.S.A.) Respiratory Protection Standards.
 - f. To arrange for and be solely responsible for living accommodations while at the FACILITY, as may be applicable.
 - g. To conform to established standards and practices while participating in the clinical education experience at the FACILITY.
 - h. To wear a name tag that clearly identifies him/her as a student or faculty member at all times while in the FACILITY.
 - i. Not to hold oneself out as an employee of the FACILITY or the UNIVERSITY explicitly authorized.
 - j. Unless stated otherwise herein, to sign a written agreement as indicated in ATTACHMENT B.
30. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of South Carolina.
31. Unless sooner cancelled, the term of this Memorandum of Understanding shall begin on the date set forth above, and shall have an initial term of one year. Thereafter, the Agreement shall automatically renew for additional one (1) year periods, unless terminated sooner pursuant to the terms of this Agreement.
32. Either the FACILITY or the UNIVERSITY may cancel at any time upon not less than ninety (90) days written notice to the other, but any students currently in a clinical education experience may complete that clinical education experience.

FOR THE UNIVERSITY OF SOUTH CAROLINA:

By:  Date: APR 25 2023
L. Cameron Howell IV
Secretary, University of South Carolina Board of Trustees

FOR THE FACILITY:

Name of Facility San Antonio Independent School District

Address of Facility 514 W. Quincy St. San Antonio, TX 78212

By: _____ Date: _____
Its Authorized Agent

Title: Superintendent

EXHIBIT 1

UNIVERSITY REPRESENTATIVE FOR THE ARNOLD SCHOOL OF PUBLIC HEALTH PROGRAM LIAISONS:

PROGRAM OF PHYSICAL THERAPY LIAISON:

Harvey Mathews, Area Coordinator of Clinical Education
University of South Carolina, Department of Exercise Science
1300 Wheat Street, Room 102
Columbia, South Carolina 29208
Phone (803) 777-0478
Fax (803) 777-8422
HMATHEWS@mailbox.sc.edu

PROGRAM OF COMMUNICATION SCIENCES & DISORDERS (SPEECH PATHOLOGY) LIAISON:

Juliana O. Miller: Director, External Clinical Practicum
Joanna Scoggins: Assistant Director, External Clinical Practicum
University of South Carolina, Department of Communication Sciences and Disorders
1705 College Street, Room 247
Columbia, SC 29208
Fax: (803) 777-3081
Office: Miller: (803) 777-2628
miller39@mailbox.sc.edu
Scoggins: (803) 777-2604
dixons@mailbox.sc.edu

UNIVERSITY REPRESENTATIVE FOR THE COLLEGE OF SOCIAL WORK LIASON:

Jennifer Bosio-McArdle, MSW
MSW Field Placement Coordinator
Adjunct Faculty
University of South Carolina
College of Social Work
College of Social Work DeSaussure College
Columbia, SC 29208.
Office: 803-777-0383
Fax: 803-777-0421
bosio@mailbox.sc.edu
www.cosw.sc.edu/field-education

**UNIVERSITY REPRESENTATIVE FOR THE COLLEGE OF NURSING LIASON:
COLUMBIA**

Kathleen B. LaSala, PhD, RN, PNP, CNE
Associate Dean of Academic Affairs
College of Nursing
Williams Brice Building
1601 Greene Street
Columbia, SC 29208
Office: 803-777-9505
Fax: 803-777-0616
E-mail c/o Milini Mingo MINGOMJ@mailbox.sc.edu

ATTACHMENT A
AUTHORIZATION FOR RELEASE OF RECORDS AND INFORMATION

Re: _____
(Print Name of Student)

TO: The University of South Carolina (hereinafter referred to as the "UNIVERSITY"), and any facility where I participate in or request to participate in an applied learning experience (hereinafter referred to as the "FACILITY").

As a condition of my participation in an applied learning experience and with respect thereto, I grant my permission and authorize the UNIVERSITY or any of its member institutions to release my educational records and information in its possession, as deemed appropriate and necessary by the UNIVERSITY, including but not limited to academic record and health information to any facility where I participate in or request to participate in an applied learning experience, including but not limited to the FACILITY. I further authorize the release of any information relative to my health to the FACILITY for purposes of verifying the information provided by me and determining my ability to perform my assignments in the applied learning experience. I also grant my permission to and authorize the FACILITY to release the above information to the UNIVERSITY. The purpose of this release and disclosure is to allow the FACILITY and the UNIVERSITY to exchange information about my medical history and about my performance in an applied learning experience.

I further understand that I may revoke this authorization at any time by providing written notice to the above stated person(s)/entities, except to the extent of any action(s) that has already been taken in accordance with this "Authorization for Release of Confidential Records and Information."

I further agree that this authorization will be valid throughout my participation in the applied learning experience. I further request that you do not disclose any information to any other person or entity without prior written authority from me to do so, unless disclosure is authorized or required by law. I understand that this authorization shall continue in force until revoked by me by providing written notice to the UNIVERSITY and the FACILITY, except to the extent of any action(s) that has already been taken in accordance with this "Authorization for Release of Records and Information".

In order to protect my privacy rights and interests, other than those specifically released above, I may elect not to have a witness to my signature below. However, if there is no witness to my signature below, I hereby waive and forfeit any right I might have to contest this release on the basis that there is no witness to my signature below. Further, a copy or facsimile of this "Authorization for Release of Records and Information" may be accepted in lieu of the original.

I have read, or have had read to me, the above statements, and understand them as they apply to me. I hereby certify that I am eighteen (18) years of age or older; that I am legally competent to execute this "Authorization for Release of Records and Information"; and that I have freely and voluntarily signed this "Authorization for Release of Records and Information."

This _____ day of _____, _____.

Participant Name: _____
(Please print)

Signature _____

Witness Name: _____
(Please print)

Signature _____

ATTACHMENT B
PARTICIPANT CLINICAL EDUCATION EXPERIENCE AGREEMENT

In consideration of my participation in a clinical education experience program at the FACILITY or any other facility where I may participate in such a program (hereinafter referred to as the "FACILITY"), I agree:

1. To follow the policies, standards and practices of the FACILITY when in the FACILITY, including HIPAA.
2. To abide by the UNIVERSITY's policies, including applicable Code of Conduct and honor codes.
3. To report to the FACILITY on time and to follow all established regulations of the FACILITY.
4. If requested, to undergo a health examination as necessary to meet program requirements, including testing to determine infectious or contagious diseases. Also, to provide evidence of immunity, as may be appropriate and to meet program requirements.
5. To keep in confidential and private all medical, health, mental health, financial and social information pertaining to any particular client or patient.
6. Not to publish any material related to the clinical education experience that identifies or uses the name of the UNIVERSITY and the FACILITY, its members, officers, clients, patients, students, or faculty, directly or indirectly, unless I have first received written permission from the UNIVERSITY and the FACILITY.
7. To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
8. To follow Center for Disease Control and Prevention (C.D.C.) Universal Precautions for Bloodborne Pathogens, C.D.C./DHEC Guidelines for Tuberculosis Infection Control, and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standards.
9. To arrange for and be solely responsible for my living accommodations while at the FACILITY, as may be applicable.
10. To provide the necessary and appropriate uniforms and supplies required where not provided by the FACILITY.
11. To wear a nametag that clearly identifies me as a student at all times while in the FACILITY.
12. Not to hold myself out as an employee of the UNIVERSITY or the FACILITY unless explicitly authorized.

Further, I understand and agree that I will not receive nor accept monetary compensation from the UNIVERSITY or the FACILITY.

I also understand and agree that I shall not be deemed to be employed by or an agent or a servant of the UNIVERSITY or the FACILITY; that the UNIVERSITY and FACILITY assume no responsibilities for me as may be imposed upon an employer under any law, regulation or ordinance; and that I am not entitled to any benefits available to employees.

I understand and agree that I may be immediately withdrawn from the FACILITY's educational training program or dismissed, suspended or expelled based upon a perceived lack of competency on my part, my failure to comply with the rules and policies of the UNIVERSITY or FACILITY, if I pose a direct threat to the health or safety of others or, for any other reason the UNIVERSITY or the FACILITY reasonably believes that it is not in the best interest of the UNIVERSITY, the FACILITY or the FACILITY's patients or clients.

I further understand that potential risks of clinical education include, but are not limited to, exposure to infectious diseases, hazardous chemicals and musculoskeletal disorders including back injuries.

If required by my Graduate Program, I understand and agree to show proof of liability insurance in amounts satisfactory to the FACILITY, and covering my activities at the FACILITY, and to provide evidence of such insurance upon request of the FACILITY.

I further understand that all medical or healthcare (emergency or otherwise) that I receive at the FACILITY will be my sole responsibility and expense, unless I am eligible for Worker's Compensation coverage.

I have read, or have had read to me, the above statements, and understand them as they apply to me. I hereby certify that I am eighteen (18) years of age or older, and that I have freely and voluntarily signed this Agreement.

Signature: _____
(Date)

Name: _____
(Please print)

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Affiliation Agreement Between SAISD and The University of Oklahoma

PURPOSE: [] PRESENTATION/DISCUSSION
[X] DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Victoria Bustos, Executive Director, Student and Academic Support Services

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Affiliation Agreement (agreement) between SAISD and the University of Oklahoma in support of social work interns. The partnership will provide critical, professional experience and learning opportunities for direct practice in individual, family, group work, and macro level skill building. The partnership is designed to support SAISD school communities by providing equitable access for bachelor and master level students pursuing a professional social work degree.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the Agreement with the University of Oklahoma as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services are provided at no cost to the District. Approximate value of services is \$8,000 for a BSW intern and \$19,000 for a MSW intern.

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Family & Student Support Services
Board Meeting Date:	August 21, 2023
Agenda Title:	Approval of the Affiliation Agreement between SAISD and the University of Oklahoma
Presenter:	Victoria Bustos, Executive Director, Student and Academic Support Services
Cost and Funding Source:	Services are provided at no cost to the District.
If no cost to the District, what is the approximate value of goods/services being provided?	Approximate value of services: BSW intern: \$8,000 MSW intern: \$19,000
This MOU addresses the following:	<input type="checkbox"/> Academics <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Behavior <input checked="" type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
60	10	1	-0-	-0-	-0-

SUPPORTING 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 University of Oklahoma will support social work intern placements in SAISD. University interns will provide direct practice services and current Licensed Master Social Workers will provide supervision resulting in diversified experiences in social work practices.</p>
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UNIVERSITY OF OKLAHOMA
ANNE & HENRY ZARROW SCHOOL OF SOCIAL WORK
PRACTICUM FACILITY AFFILIATION AGREEMENT

This is an Agreement between the Board of Regents of the University of Oklahoma (“University”) and the Facility (“Facility”) identified on the cover page of this Agreement for the purpose of conducting an internship, practicum, rotation, or similar arrangement for educational activities (“Practicum”) at the Facility’s location for the University’s participating students (“Student(s)”) in accordance with mutually agreed upon terms and conditions herein described.

I. Practicum Setup

- A. **Consideration.** The University desires to provide Practicum experiences for its Students, and the Facility desires to provide such educational experience to Students. Therefore, the University shall arrange Practicum experiences for its participating Students at the Facility. This Agreement includes no exchange of monetary consideration between the Parties, and the Parties expressly acknowledge and agree the receipt and sufficiency of other good and valuable consideration.
- B. **Term.** This Agreement has an effective Primary Term (“Primary Term”) from the above described Effective Date (“Effective Date”) and shall continue until the above described End Date (“End Date”). This Agreement shall automatically renew for up to two additional terms of equal duration under the same terms and conditions (each a “Renewal Term”) upon expiration of the Primary Term or as the Parties may otherwise mutually agree in writing.
- C. **Termination.** Unless otherwise specified in this Agreement, either Party may terminate this Agreement at any time, with or without cause, upon advance written notice to the non-terminating Party at least thirty (30) days prior to the desired date of termination. This Agreement may also be terminated at any time by written mutual consent of the Parties.
- D. **Scope and Parameters.** In addition to the terms and conditions of this Agreement, the University and the Facility shall mutually determine the scope, operational and management responsibilities, and all other necessary parameters of the Practicum in “Exhibit A – Scope and General Parameters”, attached to and made a part of this Agreement.

II. General Terms and Conditions

- A. **Confidentiality.** All information exchanged between the Parties pursuant to this Agreement shall be considered confidential. The Parties shall not use such information except as required to provide client or patient care services or as necessary for the achievement of Practicum objectives. The University shall instruct all Students and individuals in its Practicum roles to keep confidential and not divulge to anyone else any of the proprietary, confidential information of the Facility, including client or patient information, unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the University or any of the Students; (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority; or (c) is disclosed pursuant to requirements the National Association of Social Workers Code of Ethics (“NASW Code of Ethics”), available at: <https://www.socialworkers.org/About/Ethics/Code-of-Ethics/Code-of-Ethics-English.aspx>.

- B. **Responsibility for Actions.** Each Party shall be responsible for its own negligent acts and omissions and the acts and omissions of its employees, officers, directors, and affiliates as applicable. The University's liability shall be governed by the Oklahoma Governmental Tort Claims Act. The University further retains and reserves to itself, without limitation, all the powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the Constitution of the United States of America and the Constitution and Statutes of the State of Oklahoma. These rights shall include, but not limited to the University's right to sovereign immunity and rights under the OGTC.
- C. **Representation of Eligibility.** The Parties represent to the best of their knowledge that each party, nor any of its employees, agents, or representatives participating under the terms of this Agreement, are not: (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b (f) (the "Federal healthcare programs"); (ii) convicted of a criminal offense related to the provision of healthcare items or services, but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs; and (iii) under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation during the terms of this Agreement a Party shall immediately notify the other of any change in the status of the representation set for the in this section. If a Party becomes excluded from federal program participation, this Agreement may be terminated immediately, for cause, by the other Party. If an employee, agent, or representative becomes excluded from federal program participation, such individual shall be removed from participation under the Agreement immediately. Failure by a Party to remove such excluded individual immediately shall provide the other Party the right to terminate this Agreement immediately for cause.
- D. **Insurance Requirements.** The Parties shall each be responsible for its own insurance coverage at all times during the term of this Agreement as follows:
- i. The University represents that it and its employees are self-insured with its liability governed by the Oklahoma Governmental Tort Claims Act. A copy of the University's certificate of self-insurance is available upon request.
 - ii. The Facility shall maintain insurance coverage in amounts sufficient to cover its responsibilities under this Agreement.
- E. **FERPA.** Access to education records shall be governed by the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g ("FERPA") and all other applicable laws. A critical component of the Agreement between the University and the Facility is the open exchange of relevant educational information. The student's progress will be evaluated through close interaction between the University and the Facility. The University shall require each participating student to execute a release allowing the University and the Facility to share information necessary for the achievement of Practicum objectives. In accordance with this section, the Parties further agree to the terms of "Exhibit B – Protection of Confidential Information", attached to and made a part of this Agreement.
- F. **Equal Opportunity.** Except to the extent permitted by law, the Facility, the University, Instructors and Students shall not discriminate on the basis of race, color, creed, sex, age, religion, national origin, disability or veteran's status in the performance of this Agreement. As applicable to the University, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor Regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The University

represents that, except as permitted by law, all services are provided without discrimination on the basis of, race, color, creed, sex, age, religion, national origin, disability or veteran's status; that it does not maintain nor provide for its employees any segregated facilities, nor will the University permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the University agrees to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. Section §4212.

- G. **Use of Protected Marks**. The parties agree not to use each other's names or logos in any publications or advertising without prior written approval from the other party. The Facility agrees to submit for approval a logo application to the University's Trademark Office which reviews the use of University Marks prior to use.
- H. **Consent for Publication**. Neither party nor any of its participants shall publish any materials as a direct result of the Practicum, without giving the non-publishing party an opportunity to review and object to the publication in advance. No confidential information of a Party, its staff or clients may be included in any publication without prior written notice and consent to the Facility.
- I. **Rights in Facility Property**. Unless otherwise agreed upon by the Parties, all materials, supplies, records, or any resource belonging to the Facility and used or created during the term of this Agreement or any Practicum pursuant to this Agreement shall remain the property of the Facility.
- J. **Relationship of the Parties**. Neither Party shall have the authority to take any action or make any statements, representations, or commitments of any kind that would bind the other Party without its prior written consent.
- K. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- L. **No Assignment**. Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
- M. **Binding Effect**. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective legal representatives, successors and permitted assigns.
- N. **Rights Cumulative**. No right or remedy conferred in this Agreement upon or reserved to a Party is intended to be exclusive of any other right or remedy. Rights and remedies shall be cumulative and in addition to any other right or remedy provided in this Agreement or under applicable law.
- O. **No Waiver**. The failure by either Party to insist upon the strict observance or performance of any provision of this Agreement or to exercise any right or remedy shall not impair any such right or remedy to be construed as a waiver or relinquishment with respect to subsequent defaults.
- P. **No Third-party Beneficiaries**. This Agreement is not intended to confer any right or benefit upon or permit the enforcement of any provision by anyone other than the Parties to this Agreement.
- Q. **English Language Controls**. This Agreement is written in the English language. In the event this Agreement is translated to another language, the English language version shall control.
- R. **Entire Agreement**. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and cannot be changed or modified except by mutual written consent of the Parties.
- S. **Notices**. Unless otherwise provided within this section, any and all notices, consents, or other communications by one party intended for the other shall be deemed to have been

properly given if transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or numbers set forth in the Identification of Parties.

- i. All legal notices to the University, including notice of service of process, must be sent to: The Executive Secretary of the Board of Regents of the University of Oklahoma, 660 Parrington Oval, Rm 119, Norman, OK 73019.

T. **True and Correct Representations.** All information that has been furnished to the Facility concerning the University, Students, and individuals serving in Practicum roles is true and correct in all respects, to the best of University's knowledge. The Parties further agree that all representations in this Agreement shall remain true and correct during the term of this Agreement, and the Parties shall inform each other if any of the representations become inaccurate or are anticipated to change.

Agreed and Acknowledged:

Field Education Coordinator, University of Oklahoma Anne & Henry Zarrow School of Social Work	Date

David Wrobel as Dean, University of Oklahoma - Norman Dodge Family College of Arts & Sciences	Date

Name Jaime Aquino Title Superintendent of Schools Facility San Antonio Independent School District	Date

EXHIBIT A – SCOPE AND GENERAL PARAMETERS

This Exhibit A – Scope and Parameters is attached to and made a part of the Facility Affiliation Agreement (Agreement) between the Board of Regents of the University of Oklahoma on behalf of its Anne & Henry Zarrow School of Social Work (University) and San Antonio Independent School District (Facility). The Parties hereby agree to the following:

1. **Scope of Practicum.** The Parties agree to cooperate, collaborate, and conduct activities in support of providing a Practicum experience applicable to the academic program of qualified participating Students pursuant to the terms of the Agreement and in compliance with the National Association of Social Workers Code of Ethics (“NASW Code of Ethics”, available at: (<https://www.socialworkers.org/About/Ethics/Code-of-Ethics/Code-of-Ethics-English.aspx>) and the accreditation standards of the Council on Social Work Education (<https://www.cswe.org/>).
2. **Practicum Roles**
 - A. **University Roles.** The University shall designate one or more qualified individuals to serve in the following roles during the Practicum as necessary:
 - i. **Field Education Coordinator.** Field Education Coordinator will work directly with Facility personnel to approve all activities for Students. The Field Education Coordinator shall be an employee of the University.
 - ii. **Faculty Liaison(s).** The Faculty Liaison will be responsible for supervising Students and their Practicum activities. Each Faculty Liaison shall be an instructor, faculty member, or other qualified employee of the University.
 - B. **Facility Roles.** The Facility shall designate one or more qualified individuals to serve in the following roles during the Practicum as necessary:
 - i. **Field Instructor(s).** The Field Instructor(s) shall supervise and develop assignments, training activities, and Student evaluations for participating Students at the Facility. Each Field Instructor is required to have earned a degree in social work prior to serving in this role. During the Practicum, each Field Instructor shall always comply with (a) the University’s field education programs and policies as outlined in the Field Education Manual and (b) the NASW Code of Ethics. The Facility acknowledges and agrees that the University may the approve or deny any proposed Field Instructor. If the Facility does not have a Field Instructor, the University can help identify a social work professional to fulfill this role at the Facility’s expense.
 - ii. **Preceptor(s).** Facility employees may serve as Preceptor(s) to assist and collaborate with Field Instructor(s) to provide education oversight and day-to-day supervision of participating Students.
 - iii. **Point of Contact.** The Facility Point of Contact will serve as the Facility’s primary contact employee and work directly with the University’s Faculty Liaison to plan and coordinate Practicum activities. This role is optional for the Facility and may be fulfilled by persons serving in other Facility Roles.
3. **Responsibilities of the Parties**
 - A. **University Responsibilities**
 - i. **University Requirements for Participating Students.** The University requests that all Students and individuals serving in Practicum roles comply with the policies, rules, and regulations of the Facility as provided to the University by the Facility. The University shall also require:
 1. **Participating Student Insurance.** The University shall require each participating Student to acquire and maintain sufficient professional

liability insurance coverage for the purposes of the Practicum, and to submit verification of such insurance coverage to the University and/or Facility when requested.

2. **Student Acknowledgment and Release.** The University shall require each participating Student to complete, sign, and return a “Student Acknowledgment and Release” to the University prior to the beginning of the Practicum. A copy of completed releases may be provided to the Facility upon request.
 3. **Documentation and Time of Requirements.** The University shall remind each participating Student to complete all Facility requirements prior to the beginning of the Practicum, and to provide documentation of fulfilled requirements to the Parties as necessary.
- ii. **Practicum Calendar.** The University shall maintain a practicum calendar to be available online at: <http://www.ou.edu/cas/socialwork>.
 - iii. **Enrollment Confirmation.** The University will validate that each Student is currently enrolled at the University. Students who are under 18 years of age have obtained written permission of a parent or guardian to participate in the Practicum; if the Student is an emancipated minor, then the Student must furnish written authorization to participate in the Practicum.
 - iv. **Compliance with Facility Dress Code.** The University will support the Facility’s requirement that Students are required to wear appropriate attire consistent with the Facility dress code and policies, including but not limited to badge or other identification as may be issued and required by the Facility.

B. Facility Responsibilities

- i. **Facility Policies.** Upon request of the University, Facility shall provide the Faculty Liaison with copies of the Facility’s policies, rules, regulations and procedures that are applicable to Students’ and Faculty Liaisons’ participation in the Practicum. The Facility shall provide each participating Student with the relevant policies, rules, regulations and expectations with which the Student is required to comply.
- ii. **Training.** The Facility will provide the Student with appropriate training and resources to foster and augment the Student’s learning experience, and to allow the Student to meet the competency requirements set forth by the University.
- iii. **Student Objection.** The Facility agrees that in the event a participating Student is asked to perform an action or participate in a Practicum activity for which they are not trained (or for which they reasonably believe they have received no training or insufficient training), the Student may object to such action or activity by reporting it to a Faculty Liaison or Field Instructor. The Parties agree to acknowledge and communicate such objections to each other and mutually cooperate to ensure compliance with the terms of this Agreement.
- iv. **Use of Designated Communication Platform.** The Facility agrees to utilize the software or communication platform designated by the University for the purposes of facilitating and documenting necessary for the achievement of Practicum objectives except for communications subject to HIPAA regulations.
- v. **Facility Parking.** The Facility shall provide parking in designated areas for Students and Faculty Liaisons pursuant to the Facility’s rules and policies.
- vi. **Emergency Medical Care.** As necessary, the Facility shall make emergency medical care available to Students and Instructors at its usual cost and expense. All costs and expenses

associated with such emergency medical care shall be the responsibility of the individual receiving care.

- vii. **Reporting of Student Progress.** Facility will communicate immediately with the Faculty Liaison any concern regarding the Student’s performance or progress.
- 4. **Practicum Completion Upon Termination or Force Majeure.** In the event of earlier termination pursuant to the terms of this Agreement or an act of nature (i.e., a force majeure event), the Parties agree to make reasonable efforts to allow and facilitate the Student’s completion of a Practicum term already in progress.
- 5. **Practicum-Specific Parameters.** As it may be mutually determined to be necessary by the Parties, additional Practicum-specific parameters, including but not limited to provisions applicable to Practicum experiences in medical settings, are attached to and made a part of this Agreement in “Exhibit C – Practicum-Specific Parameters”.
- 6. **Site Visit** – Upon request by the University, the Facility shall provide the Faculty Liaison a site visit and tour of the Facility to address any procedure or facilities of a Facility department pertinent to the Practicum.

Agreed and Acknowledged:

Field Education Coordinator, University of Oklahoma Anne & Henry Zarrow School of Social Work	Date

David Wrobel as Dean, University of Oklahoma - Norman Dodge Family College of Arts & Sciences	Date

Name Jaime Aquino Title Superintendent of Schools Facility San Antonio Independent School District	Date

EXHIBIT B – PROTECTION OF CONFIDENTIAL DATA

To the extent applicable to this Agreement, Facility agrees to abide by the limitations on re-disclosure of personally identifiable information from the University's education records as set forth in The Family Educational Rights and Privacy Act (FERPA) (34 CFR § 99.33(a)(2)) and with the terms set forth below. 34 CFR § 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the University, the educational institution, may use the information, but only for the purposes for which the disclosure was made.

1. **Definition:** Covered data and information (CDI): includes paper and electronic student education record information supplied by University, as well as any data provided by University's students to the Facility.
2. **Acknowledgment of Access to CDI:** Facility acknowledges that the Agreement allows the Facility access to CDI.
3. **Prohibition on Unauthorized Use or Disclosure of CDI:** Facility agrees to hold CDI in strict confidence. Facility shall not use or disclose CDI received from or on behalf of University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by University. Facility agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
4. **Return or Destruction of CDI:** Upon termination, cancellation, expiration or other conclusion of the Agreement, Facility shall return all CDI to University or, if return is not feasible, destroy any and all CDI. If the Contractor destroys the information, the Contractor shall provide University with a certificate confirming the date of destruction of the data upon request.
5. **Remedies:** If University reasonably determines in good faith that Facility has materially breached any of its obligations under this contract, University, in its sole discretion, shall have the right to require Facility to submit to a plan of monitoring and reporting; provide Facility with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to Facility describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Facility improperly disclosed personally identifiable information obtained from University's education records, University may not allow the Facility access to its education records for at least five years.
6. **Maintenance of the Security of Electronic Information:** Facility shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Facility.
7. **Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** Facility shall promptly, but in no case later than five (5) days from discovery, report to University any use or disclosure of CDI not authorized by this agreement or in writing by University. Facility 's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Facility has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Facility has taken or shall take to prevent future similar unauthorized use or disclosure. Facility shall provide such other information, including a written report, as reasonably requested by University.

[Signatures appear on the following page.]

Agreed and Acknowledged:

Field Education Coordinator,
University of Oklahoma
Anne & Henry Zarrow School of Social Work

Date

David Wrobel as Dean,
University of Oklahoma - Norman
Dodge Family College of Arts & Sciences

Date

Name Jaime Aquino
Title Superintendent of Schools
Facility San Antonio Independent School District

Date

Exhibit C – Practicum-Specific Parameters

The University and Facility acknowledge and agree to the following Practicum-specific terms for Practicum experiences in medical settings:

1. The Parties shall permit Students to assist in the provision of ancillary health care services to Facility patients, but only as such care is appropriate to the Students’ training and Practicum objectives. The Facility may otherwise restrict or prohibit the Student from any activities at the Facility, including any patient care activities.
2. The Facility will provide Students with training and period updates on the Facility’s policies and procedures with respect to Protected Health Information (PHI) that is necessary and appropriate for them to carry out the activities contemplated by this Agreement as required by applicable provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and applicable state mental health information confidentiality laws.
3. Only the facility can disclose HIPAA protected information. If Faculty or Intern believe such a need exists for disclosure then they will consult with the facility who will disclose the information, including approving responses to subpoenas and court orders and notification to public health. In the event that PHI is required to be disclosed pursuant to a court order or a subpoena, University shall notify Facility to allow Facility to assert whatever protection may be available and to comply with the notification requirement.
4. The Parties agree to promptly report to one another (but in no case later than three (3) days from discovery) any breach or unauthorized disclosure of PHI occurring during any Practicum activity.
5. Facility affirms that it has not been excluded, debarred, or otherwise made ineligible to participate in any federal healthcare program as defined in 24 USC 1320a-7b(f).
6. Any ambiguity in this Agreement regarding PHI shall be resolved in a manner that causes this Agreement to comply with HIPAA.

Agreed and Acknowledged:

N/A

Field Education Coordinator,
University of Oklahoma
Anne & Henry Zarrow School of Social Work

Date

N/A

David Wrobel as Dean,
University of Oklahoma - Norman
Dodge Family College of Arts & Sciences

Date

N/A

Name Jaime Aquino
Title Superintendent of Schools
Facility San Antonio Independent School District

Date

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Educational Experience Agreement (Agreement) Between SAISD and The University of Texas at San Antonio

PURPOSE: [] PRESENTATION/DISCUSSION
[X] DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Victoria Bustos, Executive Director of Student and Academic Support Services

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Educational Experience Agreement (Agreement) between SAISD and The University of Texas at San Antonio (UTSA), College of Education and Human Development to provide graduate students an opportunity to participate in a school counseling practicum/internship experience.

UTSA graduate students with a satisfactory record in the program and who have met UTSA's requirements will be pre-screened by the SAISD School Counseling Program and referred to campus principals. Practicum students will support District campuses in alignment with the State of Texas comprehensive framework for school counseling programs. Service delivery components include guidance curriculum, individual planning, responsive services, and system support.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the Agreement with The University of Texas at San Antonio, College of Education and Human Development to provide school counseling services through the placement of graduate interns on SAISD campuses.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services are provided at no cost to the District and are valued at approximately \$14,875 per intern per year.

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.

- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Student and Academic Support Services
Board Meeting Date:	August 21, 2023
Agenda Title:	Approval of the Educational Experience Agreement (Agreement) Between SAISD and The University of Texas at San Antonio
Presenter:	Victoria Bustos, Executive Director of Student and Academic Support Services
Cost and Funding Source:	\$0 Cost to the District
If no cost to the District, what is the approximate value of goods/services being provided?	Per Intern: \$14, 875 a year Minimum number of interns = 5, total per year \$74,375
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Behavior <input checked="" type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
8,000	300	4-5	0	0	0

SUPPORTING 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 University of Texas at San Antonio, College of Education and Human Development will align with the SAISD School Counseling Department to support our campuses with counseling services in the following areas: Responsive Services: Crisis Counseling, Individual Counseling: Individual Planning, Guidance Curriculum, and System Support.</p> <p>SAISD and UTSA will continue to collaborate to ensure interns meet requirements throughout the intern placement on our campuses.</p>
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UTSA EDUCATIONAL EXPERIENCE AGREEMENT

THIS AGREEMENT, effective the 15th day of July, 2023, is between The University of Texas at San Antonio, (“UTSA”), a component institution of The University of Texas System, (“System”), and San Antonio ISD (“Facility”), an Independent School District having its principal office at 514 W. Quincy St., San Antonio, TX 78212 collectively referred to as (“Parties”).

Recitals

- A. Facility operates elementary, middle and high schools located in San Antonio ISD, city of San Antonio, State of Texas, and therein provides School services—including counseling, advising, and teaching.
- B. UTSA provides academic courses to students and periodically desires to provide students in such courses with an educational experience by utilizing facilities and personnel of third parties (“Program”).
- C. The Parties intend to cooperate to establish one or more Programs involving the students, and personnel of both UTSA and Facility.

Agreement

In consideration of the mutual promises herein, UTSA and Facility agree that Programs implemented by the Parties during the term of this Agreement shall be covered by and subject to the following terms and conditions.

- 1. **PROGRAM.** Facility Liaison and UTSA Representative will design an educational experience in a for-credit internship Program, a cooperative academic arrangement as defined by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), for UTSA students utilizing the personnel, equipment, and facilities of Facility.
 - a. UTSA Representative will obtain required SACSCOC approvals in connection with the Program. UTSA Representative will periodically review the Program to ensure compliance with SACSCOC principles. If necessary, Facility Representative will assist UTSA Representative with review of Program to ensure SACSCOC compliance.
 - b. The students in the Program are to be assigned challenging, specific, and measurable duties to fulfill, which will be an integral part of the services provided by Facility. Students will be under the direct supervision of UTSA personnel or Facility personnel who are licensed or otherwise qualified to perform such services.
 - c. Facility Liaison and UTSA Representative have designed an educational experience, pursuant to the terms and conditions of the Affiliation Agreement, for UTSA students utilizing the personnel, equipment, and facilities of Facility. The Facility will provide training to students, which may include clinical and hands-on experience, resulting in significant educational benefits to them, and shall complement, rather than displace, the work of paid employees of the Facility. The educational experience at the Facility is described as follows:

M.Ed. school counseling students from the UTSA College of Education and Human Development will provide counseling to ISD school students and will receive a minimum of one hour of school counseling supervision from the ISD per week.

Facility Liaison and UTSA Representative may choose to coordinate additional detailed activities as agreed to in writing.

- d. Additional Programs may be documented in amendments to this Agreement (“Amendment to Agreement”). Each Amendment to Agreement shall be separately enforceable as a complete and independent agreement subject only to the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Amendment to Agreement, the terms of this Agreement will control. The termination of this Agreement will not affect any Amendment to Agreement executed prior to the effective date of such termination.

2. RESPONSIBILITY OF FACILITY. Facility will furnish the premises, personnel, services, and other items necessary for the Program, and will, if appropriate and applicable to the Program:

- a. Assign space on Facility premises for offices, lectures, and other non-experience related activities of the Program, as necessary;
- b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program;
- c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed;
- d. Assume sole responsibility for the supervision of student(s) during all times students are at the Facility or at other locations at Facility’s request, and supervision and quality control of patient, customer and client care;
- e. Provide orientation sessions to inform UTSA students and personnel concerning the rules and regulations of Facility and set and enforce Facility-appropriate standards of professionalism;
- f. Communicate to UTSA regarding how students perform and complete any evaluations and/or timesheets needed; and
- g. appoint a person to serve for Facility as liaison (“Facility Liaison”) by submitting to UTSA the name and professional and academic credentials of the proposed Facility Liaison in writing, prior to the date the appointment is to become effective. No person shall act as Facility Liaison without the prior written approval of UTSA. If the approved Facility Liaison later becomes unacceptable and UTSA notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph.

3. RESPONSIBILITIES OF UTSA. UTSA will, if appropriate and applicable to the Program:

- a. Assign only those students who have satisfactorily completed UTSA curriculum prerequisites to Program participation, and furnish Facility with the names of such students;
- b. Designate a member of the UTSA faculty (“UTSA Representative”) to coordinate the educational experience with the Facility Liaison. UTSA will give Facility written notice of the name of the UTSA Representative;
- c. Develop and provide student performance reporting forms to the Facility personnel and UTSA personnel who are responsible for supervising those students. Forms will be used for the purposes of evaluation and assigning grades;

- d. Inform students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility;
- e. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

4. GENERAL PROVISIONS.

- a. The Parties are not responsible for student wages, transportation, meals, or insurance while participating in the Program.
- b. The Parties will comply with all applicable federal, state, and local laws, ordinances, and regulations and with all applicable requirements of any accreditation authority in the performance of this Agreement. In the event of a student complaint, Facility agrees to cooperate in any UTSA investigation and/or conduct its own investigation. UTSA may request that such investigation or compliance be confirmed in writing.
- c. 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, national origin, religion, sex, age, veteran status, or disability.
- d. For all purposes of this Agreement and notwithstanding any provision to the contrary, the Parties hereto are independent contractors and Facility, and students are not employees, partners, joint venturers, or agents of UTSA. This agreement does not confer any remedies or rights upon any individual other than the Parties.

5. NOTICES. All notices under this Agreement must be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party’s designated representative as follows:

Facility: Jaime Aquino
 Position Title: Superintendent
 Address:
 SAISD
 514 W. Quincy St.
 San Antonio TX 78212
 Email: jaquino1@saisd.net

UTSA: Dr. Gerald Juhnke
 Position Title: Professor
 Address:
 501 W. Cesar Chavez
 San Antonio, TX 78207-4415
 Email: Gerald.juhnke@utsa.edu

6. ORAL REPRESENTATIONS. No oral representations of any officer, agent, or employee of Facility, UTSA, or System shall affect or modify any obligations of either party under this Agreement.

7. AMENDMENT TO AGREEMENT. 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 an authorized representative of each party.

8. **ASSIGNMENT.** This Agreement may not be assigned by either party without prior written approval of the other party.
9. **PERFORMANCE.** 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.
10. **TERM AND EFFECTIVE DATE.** This Agreement will be effective once signed by the Parties and continue in effect for five years unless terminated earlier (“Term”) from 7/15/2023 through 7/14/2028. Either party may terminate this Agreement by providing 180 days written notice of intention to terminate. The Agreement shall terminate: (a) at the end of such 180 days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective Program coursework, whichever event occurs last.
11. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas. Venue shall be in Bexar County in the state of Texas.
12. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), UTSA hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
13. **INDEMNIFICATION.** To the extent authorized under the Constitution and laws of the State of Texas, UTSA shall hold Facility harmless from liability resulting from UTSA’s acts or omissions within the terms of this Agreement; provided, however, UTSA shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to UTSA’s supervision or control.
14. **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UTSA (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UTSA’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “**LIMITATIONS**”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UTSA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

UTSA:

FACILITY:

By: _____
 Kimberly Andrews Espy, Provost &
 Senior Vice President for Academic Affairs
 The University of Texas at San Antonio

By: (Please Sign On Line) _____
 Jaime R. Aquino, Superintendent
 San Antonio ISD

Date: _____

Date: _____

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Installation of a Texas Historical Marker on the Grounds of the Central Administration Building at 514 W. Quincy Ave.

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Kenneth Thompson, Deputy Superintendent for Operations

PRESENTER: Kamal ElHabr, Special Projects Manager

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the installation of a Texas Historical Marker on the grounds of the central administration building at 514 W. Quincy Ave. The subject is John William and Maria Jesusa Curbelo-Delgado Smith. “Approval from the Board shall be required in all matters relating to major art pieces, including murals, statues, memorials, monuments, and all commissioned art”, in accordance with Policy CW(LOCAL).

The construction of the central administration building required compliance with the city’s Historic Preservation and Urban Design Code as well as the Antiquities Code of Texas. An archeological investigation was conducted to identify any existing archeological sites within the project area. The investigation identified foundations of several historical structures of prominent San Antonio residents in the 19th century. It was determined that the construction of the new building will impact segments of the historic foundations. A mitigation plan was authorized at the city and state level involving high resolution photography by drones of the stone foundations and detailed location mapping before construction can start. Additional mitigation requirements included developing a Texas Beyond History exhibit and curricula, and dedication of an official Texas Historical Marker on Site.

The proposed location and inscription of the marker are included with this agenda. Relevant history of John William and Maria Jesusa Curbelo-Delgado Smith’s house along Kingsbury Street can be found at this link <https://dev.texasbeyondhistory.net/smithhouse/index.html>

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the installation of a Texas Historical Marker on the grounds of the central administration building at 514 W. Quincy Ave.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A. The marker is the property of the State of Texas.

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

27" x 42" Official Texas Historical Marker with post
Bexar County (Job #22BX06) Subject (Atlas 23564) UTM:
Location: San Antonio,

JOHN WILLIAM AND MARÍA JESUSA CURBELO-DELGADO SMITH

FROM THE 1840s-1880s, KINGSBURY STREET NEAR SAN PEDRO CREEK WAS AFFILIATED WITH THE FAMILY OF JOHN WILLIAM (1792-1845) AND MARÍA JESUSA CURBELO-DELGADO (1815-1894) SMITH. THE COUPLE MARRIED IN 1830 WHEN HE WAS A 38-YEAR-OLD GREEN DeWITT'S COLONY MEMBER, AND SHE WAS THE 15-YEAR-OLD DAUGHTER OF ONE OF SAN ANTONIO'S ELITE FAMILIES. JOHN SMITH BECAME A PROMINENT SAN ANTONIO CITIZEN. THE CURBELOS HAD MADE THEIR FORTUNE WHEN THE SPANISH COLONIZED THE CANARY ISLANDS IN THE 15TH CENTURY. IN NO SMALL PART DUE TO MARÍA AND HER FAMILY'S INFLUENCE, JOHN SMITH BECAME A PROMINENT SAN ANTONIO CITIZEN, THE CITY'S FIRST MAYOR, AND A SENATOR IN THE REPUBLIC OF TEXAS REPRESENTING BEXAR COUNTY. THE COUPLE ALSO AMASSED TENS OF THOUSANDS OF ACRES IN LAND HOLDINGS, INCLUDING AN 1840 HOUSE AT THIS SITE NEAR SAN PEDRO CREEK. WHEN JOHN DIED IN 1845, MARÍA WAS LEFT AS EXECUTRIX OF HIS ESTATE, WHICH EXPERIENCED SIGNIFICANT LITIGATION ISSUES.

IN 1848, MARÍA MARRIED JAMES B. LEE (1809-1886). LEE BOUGHT LAND DIRECTLY NORTHEAST OF THE 1840 HOME. THE 1840 HOME AND THE SURROUNDING 14 ACRES WERE SOLD TO DR. WILLIAM KINGSBURY. DURING THE 1850s, MARÍA REGULARLY SOLD PROPERTY TO PAY THE DEBTS OF THE SMITH ESTATE. IN 1860, HER LAND HOLDINGS WERE STILL WORTH \$10,000, AND LEE'S WERE \$4,000. IN 1883, JAMES AND MARÍA SOLD THEIR HOME AND MOVED AWAY FROM THE NEIGHBORHOOD, AND THREE YEARS LATER, KINGSBURY SUBDIVIDED AND SOLD HIS PROPERTY. MARÍA DIED IN 1894. THE 1840 HOUSE WAS OWNED BY HISTORY ACTIVIST MARY DE ZAVALA FROM 1919-1921, BUT IN THE MID-TWENTIETH CENTURY, THE HOUSE WAS DEMOLISHED. BY THE 1980s, THE AREA HAD BEEN REDEVELOPED AS ATHLETIC FIELDS BY THE SAN ANTONIO SCHOOL DISTRICT. THE HISTORY OF SAN ANTONIO CAN BE WITNESSED THROUGH MARÍA'S STORY, AS SHE SAW THE CITY TRANSFORM FROM SPANISH COLONY, TO MEXICO, TO THE REPUBLIC OF TEXAS, TO THE UNITED STATES, TO THE CONFEDERACY, AND BACK TO THE UNITED STATES. THROUGH IT ALL, MARÍA LIVED THE UNUSUAL LIFE OF AN ELITE BUSINESSWOMAN.

(2022)

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Installation of a Fox Tech Vietnam Fallen Heroes Plaque

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Kenneth Thompson, Deputy Superintendent, Operations

PRESENTER: Kamal ElHabr, Special Projects Manager

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the installation of a Fox Tech Fallen Heroes plaque on the school grounds near the existing Vietnam Fallen Heroes Memorial. Board Policy CW(LOCAL) requires approval from the Board in all matters relating to major art pieces, including murals, statues, memorials, monuments, and all commissioned art.

A Fox Tech Vietnam Fallen Heroes Memorial was installed and dedicated in 2019 on the grounds of Fox Tech campus facing Main Street. The committee comprising of the families and friends of the fallen heroes is requesting approval to install a plaque near the memorial to help inform the community and future generations of students of its purpose. The request for installation has been reviewed by the school principal and the trustee for Single Member District 1. The principal and trustee had no objections if proper procedures are followed. A picture of the plaque is included with the agenda. The inscription reads as follows:

FOX TECH VIETNAM FALLEN HEROES MEMORIAL

“A nation reveals itself not only by the men it produces, but also by the men it honors, the men it remembers “ - President John Fitzgerald Kennedy

The Vietnam War took the lives of more than 58,220 Americans. Over the duration of American involvement in the war, from 1964-1975, more than 304 thousand Americans were also wounded or permanently injured.

The MEMORIAL was created to honor the twenty-three former students from Louis W. Fox Tech High School who perished during the Vietnam War. Through this MEMORIAL we will forever recognize the legacy of bravery in defense of the United States of America.

The twenty-three Vietnam fallen heroes stand shoulder-to-shoulder with this school’s former students who lost their lives and served their beloved nation during World War I, World War II, and the Korean Conflict.

The families and friends of these fallen Heroes hope that the MEMORIAL will inform Fox Tech students and the San Antonio community of the sacrifices made by our twenty-three heroes. Their passing was grieved by the student body, the school administration, faculty, staff, families, and our community. This MEMORIAL is for all Fox Tech students, past, present, and future.

This MEMORIAL was designed and created by Tom Rogan of Rogan Granite Industries Illinois. It is constructed of black granite, which was mined from the same quarry in Bangalore, India as the black granite used for the Vietnam Veterans Memorial Wall in Washington D.C. The Texas emblem placed onto the MEMORIAL originates from the last remaining panel originally designated to be used the Vietnam Veterans Memorial Wall.

In keeping with the proud Fox Tech Family tradition of remembering their veterans, this MEMORIAL received tremendous support from our generous community. Alumni groups and individuals such as the Fox Tech Vietnam War Fallen Heroes Memorial Committee, the Tech Amigas, the Buffalo Herd, Robert Corbo of Corbo Industries, Principal Jennifer D. Benavides, and former alumni from the 1960s to the present, were responsible for funding and organizing events for the MEMORIAL. We will be eternally thankful for their assistance.

In designing, planning, and building this MEMORIAL, our efforts have been guided by the immortal words of President John Fitzgerald Kennedy. We have met this most noble obligation of producing, honoring, and remembering our twenty-three beloved brothers and heroes.

On May 18, 2019, the MEMORIAL was dedicated and accepted by President Pattie Radle and Vice President Art Valdez of the San Antonio Independent School District.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the installation of a Fox Tech Fallen Heroes plaque on the school grounds near the existing Fox Tech Vietnam Fallen Heroes Memorial.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A. Installation costs will be covered by the requestor.

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
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The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

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FOX TECH VIETNAM FALLEN HEROES MEMORIAL

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but also, by the men it honors, the men it remembers."*

-President John Fitzgerald Kennedy

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The MEMORIAL was created to honor the twenty-three former students from Louis W. Fox Tech High School who perished during the Vietnam War. Through this MEMORIAL we will forever recognize the legacy of bravery in defense of the United States of America.

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In keeping with the proud Fox Tech Family tradition of remembering their veterans, this MEMORIAL received tremendous support from our generous community. Alumni groups and individuals such as the Fox Tech Vietnam War Fallen Heroes Memorial Committee, the Tech Amigas, the Buffalo Herd, Robert Corbo of Curbo Industries, Principal Jennifer D. Benavides, and former alumni from the 1960s to the present, were responsible for funding and organizing events for the MEMORIAL. We will be eternally thankful for their assistance.

In designing, planning, and building this MEMORIAL, our efforts have been guided by the immortal words of President John Fitzgerald Kennedy. We have met this most noble obligation of producing, honoring, and remembering our twenty-three beloved brothers and heroes.

On May 18, 2019, the MEMORIAL was dedicated and accepted by President Pattie Radtke and Vice President Art Valdez of the San Antonio-Independent School District.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Monthly Budget Reports and Amendments for August 2023

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer

PRESENTER: Dottie Carreon

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the monthly Amended Budget report that provides a one-page summary of the budget amendment impact on the 2023-2024 original budget adopted by the Board for the General Fund, Food Service Fund, and Debt Service Fund. Budget amendments are presented to the Board at a regular scheduled business meeting. The original budget is amended when changes take place from one function to another function or when a request is made to increase or decrease the budget.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the budget amendment for the month of August 2023.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded as indicated on the following pages.

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
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**SAN ANTONIO ISD
FINANCIAL SERVICES DIVISION**

AUGUST 2023

2023-24 Budget Amendment # 1

General Fund

I. INCREASE FUND BALANCE	Requested By:	Amount
A. Increase Estimated Revenue:		-
		-

		\$ -
 B. Decrease Appropriations:		-
		-

		\$ -
 I. Total transactions increasing Fund Balance		\$ -----
 II. DECREASE FUND BALANCE	 Requested By:	 Amount
A. Increase Appropriations:		
Increase Property Insurance budget	D. Carreon	(604,259)
Internal Audit department budget increase	M. Martinez	(302,000)
		-

		\$ (906,259)
 B. Decrease Estimated Revenue:		-
		-

		\$ -
 II. Total transactions decreasing Fund Balance		\$ (906,259)
 III. NO CHANGE TO FUND BALANCE	 Requested By:	 Amount
A. Decrease Estimated Revenue and Appropriations:		-
		-

		\$ -
 B. Increase Estimated Revenue and Appropriations:		-
		-

		\$ -
 C. Decrease Appropriations and Increase Transfers Out to Other Uses		-
		-

		\$ -
 III. Total transactions with no impact on Fund Balance		\$ -----
 IV. Net increase (decrease) to General Fund Balance for this Budget Amendment		\$ (906,259)

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 1
For AUGUST 2023
Board Agenda
GENERAL OPERATING FUND

REVENUE	Budget As Adopted July 1, 2023	Budget as Amended	Administrative Adjustments # 1	BA No. 1 Changes	Budget As Amended Thru BA # 1
5700 Local	\$ 248,494,831	\$ 248,494,831	\$ -	\$ -	\$ 248,494,831
5800 State	227,831,956	227,831,956	-	-	227,831,956
5900 Federal	12,951,313	12,951,313	-	-	12,951,313
Total Revenue	489,278,100	489,278,100	-	-	489,278,100
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	489,278,100	489,278,100	-	-	489,278,100
7900 Other Resources	(5,000,469)	(5,000,469)	-	-	(5,000,469)
Total Revenue & Other Resources	\$ 484,277,631	\$ 484,277,631	\$ -	\$ -	\$ 484,277,631
APPROPRIATIONS					
11 Instruction	\$ 284,729,153	\$ 284,729,153	\$ (296,017)	\$ -	\$ 284,433,136
12 Inst Resources & Media	5,173,988	5,173,988	(87,609)	-	5,086,379
13 Curriculum & Prof. Dev.	13,971,619	13,971,619	445,839	-	14,417,458
21 Instructional Administration	11,984,876	11,984,876	53,500	-	12,038,376
23 School Leadership	43,946,763	43,946,763	(81,904)	-	43,864,859
31 Guidance & Counseling	6,846,586	6,846,586	3,694	-	6,850,280
32 Social Work Services	2,270,642	2,270,642	-	-	2,270,642
33 Health Services	9,262,454	9,262,454	-	-	9,262,454
34 Student Transportation	14,178,242	14,178,242	-	-	14,178,242
35 Food Services	1,528,304	1,528,304	-	-	1,528,304
36 Cocurricular/Extracurricular	13,924,322	13,924,322	-	-	13,924,322
41 General Administration	18,271,990	18,271,990	4,000	302,000	18,577,990
51 Plant Maintenance	36,528,100	36,528,100	1,378	604,259	37,133,737
52 Security & Monitoring	3,020,150	3,020,150	-	-	3,020,150
53 Data Processing	11,503,941	11,503,941	(47,872)	-	11,456,069
61 Community Services	2,171,089	2,171,089	4,991	-	2,176,080
71 Debt Services- Principal	2,166,740	2,166,740	-	-	2,166,740
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	1,018,707	1,018,707	-	-	1,018,707
93 Payments to Members SSA	-	-	-	-	-
95 Payments to JJAEP	52,886	52,886	-	-	52,886
99 Intergovernmental Charges	1,726,048	1,726,048	-	-	1,726,048
Total Appropriations	484,276,600	484,276,600	-	906,259	485,182,859
Other Uses	1,031	1,031	-	-	1,031
Total Appropriations & Other Uses	\$ 484,277,631	\$ 484,277,631	\$ -	\$ 906,259	\$ 485,183,890
* Beginning Fund Balance 7/01/23	\$ 133,620,137	\$ 133,620,137			\$ 133,620,137
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ -	\$ -	\$ -	\$ (906,259)	\$ (906,259)
Ending Fund Balance 6/30/24	\$ 133,620,137	\$ 133,620,137	\$ -	\$ (906,259)	\$ 132,713,878

* NOTE 1 - Beginning Fund Balance is estimated until completion of 2022-23 Comprehensive Annual Financial Statement (CAFR)

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 1
For AUGUST 2023
Board Agenda
FOOD SERVICE FUND

REVENUE	Budget As Adopted July 1, 2023	Budget As Amended	Administrative Adjustments # 1	BA No. 1 Changes	Budget As Amended Thru BA # 1
5700 Local	\$ 1,193,232	\$ 1,193,232	\$ -	\$ -	\$ 1,193,232
5800 State	131,825	131,825	-	-	131,825
5900 Federal	42,164,042	42,164,042	-	-	42,164,042
Total Revenue	43,489,099	43,489,099	-	-	43,489,099
7900 Other Resources	1,031	1,031	-	-	1,031
Total Revenue & Other Resources	\$ 43,490,130	\$ 43,490,130	\$ -	\$ -	\$ 43,490,130
APPROPRIATIONS					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	43,518,101	43,518,101	(19,000)	-	43,499,101
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	791,060	791,060	19,000	-	810,060
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	44,309,161	44,309,161	-	-	44,309,161
Other Uses	-	-	-	-	-
Total Appropriations & Other Uses	\$ 44,309,161	\$ 44,309,161	\$ -	\$ -	\$ 44,309,161
* Beginning Fund Balance 7/01/23	\$ 3,147,914	\$ 3,147,914			\$ 3,147,914
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ (819,031)	\$ (819,031)	\$ -	\$ -	\$ (819,031)
Ending Fund Balance 6/30/24	\$ 2,328,883	\$ 2,328,883	\$ -	\$ -	\$ 2,328,883

* NOTE 1 - Beginning Fund Balance is estimated until completion of 2022-23 Comprehensive Annual Financial Statement (CAFR)

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 1
For AUGUST 2023
Board Agenda
DEBT SERVICE FUND

REVENUE	Budget As Adopted July 1, 2023	Budget As Amended	Administrative Adjustments # 1	BA No. 1 Changes	Budget As Amended Thru BA # 1
5700 Local	\$ 122,878,279	\$ 122,878,279	\$ -	\$ -	\$ 122,878,279
5800 State	2,400,000	2,400,000	-	-	2,400,000
5900 Federal	2,990,271	2,990,271	-	-	2,990,271
Total Revenue	128,268,550	128,268,550	-	-	128,268,550
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	128,268,550	128,268,550	-	-	128,268,550
7900 Other Resources	-	-	-	-	-
Total Revenue & Other Resources	\$ 128,268,550	\$ 128,268,550	\$ -	\$ -	\$ 128,268,550
APPROPRIATIONS					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	-	-	-	-	-
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	-	-	-	-	-
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	57,475,001	57,475,001	-	-	57,475,001
72 Debt Services- Interest	62,854,097	62,854,097	-	-	62,854,097
73 Debt Services- Other Costs	469,998	469,998	-	-	469,998
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	120,799,096	120,799,096	-	-	120,799,096
Other Uses	-	-	-	-	-
Total Appropriations & Other Uses	\$ 120,799,096	\$ 120,799,096	\$ -	\$ -	\$ 120,799,096
* Beginning Fund Balance 7/01/23	\$ 128,680,602	\$ 128,680,602			\$ 128,680,602
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ 7,469,454	\$ 7,469,454	\$ -	\$ -	\$ 7,469,454
Ending Fund Balance 6/30/24	<u>\$ 136,150,056</u>	<u>\$ 136,150,056</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 136,150,056</u>

* NOTE 1 - Beginning Fund Balance is estimated until completion of 2022-23 Comprehensive Annual Financial Statement (CAFR)

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AMENDED BUDGET
For Fiscal Year Ending June 30, 2024

<u>CODE</u>	<u>REVENUES</u>	GENERAL FUND M&O Tax Rate \$0.94295	FOOD SERVICE	DEBT SERVICE I&S Tax Rate \$0.45027	TOTAL Tax Rate \$1.39322
5700	Local Revenue	\$ 248,494,831	\$ 1,193,232	\$ 122,878,279	\$ 372,566,342
5800	State Revenue	227,831,956	131,825	2,400,000	230,363,781
5900	Federal Revenue	12,951,313	42,164,042	2,990,271	58,105,626
	TOTAL REVENUES	\$ 489,278,100	\$ 43,489,099	\$ 128,268,550	\$ 661,035,749
	<u>APPROPRIATIONS</u>				
11	Instruction	\$ 284,433,136	\$ -	\$ -	\$ 284,433,136
12	Instructional Resources & Media Svcs.	5,086,379	-	-	5,086,379
13	Curriculum Development & Inst Staff Dev	14,417,458	-	-	14,417,458
21	Instructional Leadership	12,038,376	-	-	12,038,376
23	School Leadership	43,864,859	-	-	43,864,859
31	Guidance, Counseling & Evaluation Svc.	6,850,280	-	-	6,850,280
32	Social Work Services	2,270,642	-	-	2,270,642
33	Health Services	9,262,454	-	-	9,262,454
34	Student (Pupil) Transportation	14,178,242	-	-	14,178,242
35	Food Services	1,528,304	43,499,101	-	45,027,405
36	Cocurricular /Extracurricular Activities	13,924,322	-	-	13,924,322
41	General Administration	18,577,990	-	-	18,577,990
51	Plant Maintenance & Operations	37,133,737	810,060	-	37,943,797
52	Security & Monitoring Services	3,020,150	-	-	3,020,150
53	Data Processing Services	11,456,069	-	-	11,456,069
61	Community Services	2,176,080	-	-	2,176,080
71	Debt Services- Principal	2,166,740	-	57,475,001	59,641,741
72	Debt Services- Interest	-	-	62,854,097	62,854,097
73	Debt Services- Other Costs	-	-	469,998	469,998
81	Facilities Acquisition & Construction	1,018,707	-	-	1,018,707
93	Payments to Members SSA	-	-	-	-
95	Payments to JJAEP	52,886	-	-	52,886
99	Other Intergovernmental Charges	1,726,048	-	-	1,726,048
	TOTAL APPROPRIATIONS	\$ 485,182,859	\$ 44,309,161	\$ 120,799,096	\$ 650,291,116
	<u>OTHER RESOURCES & USES</u>				
7900	Other Resources	\$ (5,000,469)	\$ 1,031	\$ -	\$ (4,999,438)
8900	Other Uses	(1,031)	-	-	(1,031)
		\$ (5,001,500)	\$ 1,031	\$ -	\$ (5,000,469)
	Excess/(Deficit) Current Operations	\$ (906,259)	\$ (819,031)	\$ 7,469,454	\$ 5,744,164
3000	From/(To) Fund Balance	906,259	819,031	(7,469,454)	(5,744,164)
	Difference	\$ -	\$ -	\$ -	\$ -



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
For Posted Data Available through July 18, 2023

Elementary & Secondary School Emergency Relief Fund

Total Available ESSER II & III **\$270.1 Million**
For Program Years 2021 through 2024

<u>Budget Priorities</u>	<u>Amended Budget</u>	<u>Actual Expenditures Program to date 2021 through 2023 YTD</u>
Leveraging Social & Emotional Resources to support students & families	63,193,752	42,518,046
Extended Instructional Calendar Initiative promoting a strong recovery	14,490,381	7,753,146
Continued Investment in Personal Protective Equipment (PPE) & safety protocols	50,690,009	58,593,771
Additional Supports Needed for a Strong Recovery	86,030,025	44,089,723
Retention Stipend, Revenue Shortfall, Compensation, & Other Recovery Initiatives	55,695,903	21,419,991
	\$ 270,100,071	\$ 174,374,677

* Actual Expenditures do not yet reflect full amounts for salary payroll transactions.

Strategic Initiatives Fund

	<u>Fund Balance</u>	<u>YTD Expend. / Encumb.</u>
Fund Balance		
Beginning of Current Fiscal Year	\$23,560,390	
Plus Additions:		
QSCB Federal Subsidy Revenues	3,297,940	
Emergency Connectivity Fund Revenue	6,069,863	
Transfers in from Other Funds	-	
Available Fund Balance before Current Year Expenditures:	\$ 32,928,193	\$ 32,928,193
Less:		
Year-to-Date Expenditures		2,971,787
POs Encumbered but not Paid		597
Budget Issued but not Encumbered		3,315,729
Available Fund Balance:		\$ 26,640,081

* Beginning balance reflects estimated balances as of June 30, 2023

Professional Services Managed by Board of Trustees- (YTD expenses for 2022-2023 School Year)

	<u>Current Actual</u>	<u>Year to Date Actual</u>
Legal Services- General Counsel		
Escamilla & Poneck, LLP	\$ -	\$ 976,932
External Audit Services (All Engagement Years)		
Garza, Gonzalez & Associates	-	165,300
Financial Advisors		
Frost Bank (July 2022)	-	211,278
	-	-
Total Professional Expenditures	\$ -	\$ 1,142,232

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer, Financial Services & Business Operations

PRESENTER: Dottie Carreon, Chief Financial Officer, Financial Services & Business Operations

MEETING DATE: August 21, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve Procurement Services' Recommendations to Board of Trustees for August 21, 2023.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

1. Be it resolved that the Board approve the ratification of the purchase of property and mechanical breakdown insurance. This purchase was originally approved in the amount of \$1,959,766 on May 13, 2019. Resolved that the Board approve the increasing expenditure by \$3,483,451 for the 2023-2024 school year premium.

- Recommended by: Employee Benefits, Risk & Safety Department
- Submitted by: Lorena Sanchez
- Selection Method: Request for Proposal – RFP #19-033(KH)
- Contract Term: Period covering July 1, 2019 through June 30, 2024
- Funding Source: Local – 199-51-6429-95-995-99-735

VENDOR

Frost Insurance Agency, Inc.

AWARD AMOUNT

\$5,443,217 approximately

2. Be it resolved that the Board approve the purchase of authentic decodable books for comprehensive, evidence-based Tier 2 foundational skills and close reading instruction for small groups. Kits include small group text sets, lesson plans for foundational skills and close reading and student manipulatives. This purchase will provide one grade-level appropriate kits for every K-5 teacher at all elementary and academy campuses District-wide.

- Recommended by: Reading Language Arts
- Submitted by: Veronica Hellamns
- Selection Method: Buyboard Purchasing Cooperative Contract #702-23
- Contract Term: Period covering August 22, 2023 through June 30, 2024
- Funding Source: Federal Funding – 282-11-6399-00-873-11-R92

VENDOR
Flyleaf Publishing

AWARD AMOUNT
\$687,971 approximately

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- X Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- X Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
- X Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- X Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- X Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- X Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Ratification of Property and Mechanical Breakdown Insurance that was previously board approved on 05/13/2019 in the amount of \$1,959,766. Request funding increase of \$3,483,451 for the 2023-2024 school year premium.

2. How will goods and/or services be used? (*List Campus/Grades Impacted*): _____
Property and Mechanical Breakdown Insurance coverage district wide

3. Submitted by: Lorena G Sanchez Employee Benefits, Risk & Safety 07/19/2023
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Frost Insurance Agency, Inc
Address: 3611 Paesanos Parkway Ste 100
City/State/Zip: San Antonio TX 78231
Phone No: 800-259-7196 / 210-220-6420
Point of Contact: Tim Killeen
E-mail Address: tim.killeen@frostinsurance.com
(Use a separate sheet to identify multiple vendors)
Vendor #: 32555
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (*check one*)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP#19-033
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services Contract Expiration Date: 6/24/2024
 Sole Source
 Other

6. Purchase valid from: 7/1/2019 through: 6/30/2024

7. For Competitive Purchases Only: Renewals: Yes No
No. of Renewals: Option to renew two (2) additi

8. Type of Request: (*check one*)
 One-Time Purchase
 Purchase throughout the school year or on an "as needed" basis
 Expenditure (*funding increases*)

9. Total Cost for Goods and/or Services to be Purchased: \$ 5,443,217 (Approximately) per Year for 1 Years.

10. Funding Source(s) – check all that apply: Federal State Local Bond

Provide Budget Codes & Descriptions: 199 51 6429 95 995 99 735

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) Vehicle Insurance (*Director, Employee Benefits signs below*) \$ N/A

<u>Lorena G Sanchez</u>	<u>Lorena G Sanchez</u>	<u>7/19/2023</u>
Requestor Signature	Type Name	Date
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
Deputy Superintendent, Academics & School Leadership Signature	<u>Patricia Salzmann</u> Type Name	Date
<u>Edward Romero</u>	<u>Eddie Romero</u>	<u>7/19/2023</u>
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

 	<u>Yvonne Little</u>	
Construction & Development Services Signature	Type Name	Date
Chief Operations Officer Signature	<u>Michael Eaton</u> Type Name	Date
Deputy Superintendent Operations Signature	<u>Dr. Kenneth Thompson</u> Type Name	Date
Chief Information Technology Officer, Information Technology Signature	<u>Eva Mendoza</u> Type Name	Date
<u>Chris Martinez</u>	<u>Christopher Martinez</u>	<u>7/19/2023</u>
Chief of Human Capital Management Signature	Type Name	Date
<u>Dorothy H. Carreon</u>	<u>Dottie Carreon</u>	<u>7/19/2023</u>
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
Director, Employee Benefits, Risk Management & Safety Signature (<i>signs for vehicle purchases requiring insurance</i>)	<u>Lorena Sanchez</u> Type Name	Date

Revised: July, 2023

Reviewed By: RC

SAN ANI UNIO ISD
Carrier Layering Schematic & Premium Summary

CARRIER	LAYER	PARTICIPATION	CARRIER PREMIUM	FEES	SLT	STAMPING FEE	TOTAL
Munich Re	\$10M per occurrence - primary	11.50%	\$ 402,500.00	\$ 500.00	\$ 19,545.50	\$ 302.25	\$ 422,847.75
Starr Specialty	\$10M per occurrence - primary	15.00%	\$ 420,000.00	\$ 1,000.00	\$ 20,418.50	\$ 315.75	\$ 441,734.25
Lloyds of London (IQWC)	\$10M per occurrence - primary	16.00%	\$ 416,000.00	\$ 500.00	\$ 20,200.25	\$ 312.38	\$ 437,012.63
Lloyds of London (ASC)	\$10M per occurrence - primary	25.00%	\$ 537,500.00	\$ 500.00	\$ 26,093.00	\$ 403.50	\$ 564,496.50
Westfield	\$10M per occurrence - primary	10.00%	\$ 265,000.00	\$ 500.00	\$ 12,876.75	\$ 199.13	\$ 278,575.88
RSUI	\$10M per occurrence - primary	12.50%	\$ 347,612.00	\$ 500.00	\$ 16,883.43	\$ 261.08	\$ 365,256.51
Core Specialty	\$50M per occurrence - primary	10.00%	\$ 400,000.00	\$ 500.00	\$ 19,424.25	\$ 300.38	\$ 420,224.63
Ironshore	\$15M per occurrence in excess of \$10M	16.67%	\$ 130,833.00	\$ 500.00	\$ 6,369.65	\$ 98.50	\$ 137,801.15
Arch	\$15M per occurrence in excess of \$10M	30.00%	\$ 237,000.00	\$ 500.00	\$ 11,518.75	\$ 178.13	\$ 249,196.88
Lexington	\$15M per occurrence in excess of \$10M	33.33%	\$ 212,579.00	\$ 500.00	\$ 10,334.33	\$ 159.81	\$ 223,573.14
Spectrum	\$15M per occurrence in excess of \$10M	10.00%	\$ 70,000.00	\$ 1,000.00	\$ 3,443.50	\$ 53.25	\$ 74,496.75
Swiss Re	\$25M per occurrence in excess of \$25M	15.00%	\$ 95,250.00	\$ 500.00	\$ 4,643.88	\$ 71.81	\$ 100,465.69
Starr Specialty	\$25M per occurrence in excess of \$25M	40.60%	\$ 223,485.00	\$ -	\$ 10,839.02	\$ 167.61	\$ 234,491.63
Markel	\$25M per occurrence in excess of \$25M	20.00%	\$ 108,000.00	\$ 500.00	\$ 5,262.25	\$ 81.38	\$ 113,843.63
RSUI	\$25M per occurrence in excess of \$25M	14.40%	\$ 110,124.00	\$ 500.00	\$ 5,365.26	\$ 82.97	\$ 116,072.23
Munich Re Excess	\$50M per occurrence in excess of \$50M	25.00%	\$ 156,493.00	\$ 500.00	\$ 7,614.16	\$ 117.74	\$ 164,724.90
Navigators	\$50M per occurrence in excess of \$50M	15.00%	\$ 76,284.00	\$ 500.00	\$ 3,724.02	\$ 57.59	\$ 80,565.61
Kinsale	\$50M per occurrence in excess of \$50M	10.00%	\$ 60,000.00	\$ 850.00	\$ 2,951.23	\$ 45.64	\$ 63,846.87
Paragon	\$50M per occurrence in excess of \$50M	20.00%	\$ 125,000.00	\$ 2,000.00	\$ 6,159.50	\$ 95.25	\$ 133,254.75
Lloyds of London NOA	\$50M per occurrence in excess of \$50M	10.00%	\$ 62,500.00	\$ 500.00	\$ 3,055.50	\$ 47.25	\$ 66,102.75
Palomar	\$50M per occurrence in excess of \$50M	10.00%	\$ 52,500.00	\$ 500.00	\$ 2,570.50	\$ 39.75	\$ 55,610.25
AXIS	\$50M per occurrence in excess of \$50M	10.00%	\$ 60,000.00	\$ 500.00	\$ 2,934.25	\$ 45.38	\$ 63,479.63
Arrowhead	\$75M per occurrence in excess of \$100M	50.00%	\$ 155,000.00	\$ 1,500.00	\$ 7,590.25	\$ 117.38	\$ 164,207.63
Mitsui	\$75M per occurrence in excess of \$100M	16.67%	\$ 81,250.00	\$ 500.00	\$ 3,662.48	\$ 56.64	\$ 81,750.00
Lloyds - NOA	\$75M per occurrence in excess of \$100M	16.67%	\$ 75,015.00	\$ 500.00	\$ 3,662.48	\$ 56.64	\$ 79,234.12
RSUI	\$75M per occurrence in excess of \$100M	16.67%	\$ 100,000.00	\$ 500.00	\$ 4,874.25	\$ 75.38	\$ 105,449.63
Intact	\$25M per occurrence in excess of \$175M	100.00%	\$ 125,000.00	\$ 500.00	\$ 6,086.75	\$ 94.13	\$ 131,680.88
Bound \$200M Loss Limit	TIV:	\$2,668,935,290	\$ 5,104,925.00	\$ 16,850.00	\$ 244,441.21	\$ 3,760.06	\$ 5,369,996.27
Lloyds of London Chubb	\$50M per occurrence in excess of \$200M	100.00%	\$ 125,000.00	\$ 500.00	\$ 6,086.75	\$ 94.13	\$ 131,680.88
Optional \$250M Loss Limit	TIV:	\$2,668,935,290	\$ 5,229,925.00	\$ 17,350.00	\$ 250,527.96	\$ 3,874.19	\$ 5,501,677.15
2022 Expiring \$250M Loss Limit	TIV:	\$2,414,220,082	\$ 3,768,595.00	\$ 12,300.00	\$ 183,373.43	\$ 2,835.72	\$ 3,967,104.15

TIV Increase % from 2022 to 2023: 10.55%

\$200M Bound Premium Increase % from 2022 to 2023: 35.36%
\$250M Option Premium Increase % from 2022 to 2023: 38.68%

*The above is a summary only and does not represent the terms or conditions of the quotes. Premiums could be affected by rounding.

SAN ANI UNIO ISD
Carrier Layering Schematic & Premium Summary

CARRIER	POLICY NUMBER	LAYER	PARTICIPATION	CARRIER PREMIUM	FEES	SLT	STAMPING FEE	TOTAL
Munich Re	N3A3PP000003601	\$10M per occurrence - primary	11.50%	\$ 402,500.00	\$ 500.00	\$ 19,545.50	\$ 302.25	\$ 422,847.75
Starr Specialty	SLSTPTY11836723	\$10M per occurrence - primary	15.00%	\$ 420,000.00	\$ 1,000.00	\$ 20,418.50	\$ 315.75	\$ 441,734.25
Lloyds of London (IQWC)	B1230AP07780A23	\$10M per occurrence - primary	16.00%	\$ 416,000.00	\$ 500.00	\$ 20,200.25	\$ 312.38	\$ 437,012.63
Lloyds of London (ASC)	B1230AP07780B23	\$10M per occurrence - primary	25.00%	\$ 537,500.00	\$ 500.00	\$ 26,093.00	\$ 403.50	\$ 564,496.50
Westfield	PAR337287P00	\$10M per occurrence - primary	10.00%	\$ 265,000.00	\$ 500.00	\$ 12,876.75	\$ 199.13	\$ 278,575.88
RSUI	LHD934490	\$10M per occurrence - primary	12.50%	\$ 347,612.00	\$ 500.00	\$ 16,883.43	\$ 261.08	\$ 365,256.51
Core Specialty	F76586232CSP	\$50M per occurrence - primary	10.00%	\$ 400,000.00	\$ 500.00	\$ 19,424.25	\$ 300.38	\$ 420,224.63
Ironshore	100055227802	\$15M per occurrence in excess of \$10M	16.67%	\$ 130,833.00	\$ 500.00	\$ 6,369.65	\$ 98.50	\$ 137,801.15
Arch	ESP100339303	\$15M per occurrence in excess of \$10M	30.00%	\$ 237,000.00	\$ 500.00	\$ 11,518.75	\$ 178.13	\$ 249,196.88
Lexington	062502491	\$15M per occurrence in excess of \$10M	33.33%	\$ 212,579.00	\$ 500.00	\$ 10,334.33	\$ 159.81	\$ 223,573.14
Spectrum	PLM0053723	\$15M per occurrence in excess of \$10M	10.00%	\$ 70,000.00	\$ 1,000.00	\$ 3,443.50	\$ 53.25	\$ 74,486.75
Swiss Re	ESP200516402	\$25M per occurrence in excess of \$25M	15.00%	\$ 95,250.00	\$ 500.00	\$ 4,643.88	\$ 71.81	\$ 100,465.69
Starr Specialty	SLSTPTY11836723	\$25M per occurrence in excess of \$25M	40.60%	\$ 223,485.00	\$ -	\$ 10,839.02	\$ 167.61	\$ 234,491.63
Markel	MKLV4XP000283	\$25M per occurrence in excess of \$25M	20.00%	\$ 108,000.00	\$ 500.00	\$ 5,262.25	\$ 81.38	\$ 113,843.63
RSUI	LHD934491	\$25M per occurrence in excess of \$25M	14.40%	\$ 110,124.00	\$ 500.00	\$ 5,365.26	\$ 82.97	\$ 116,072.23
Munich Re Excess	78A3XP000057404	\$50M per occurrence in excess of \$50M	25.00%	\$ 156,493.00	\$ 500.00	\$ 7,614.16	\$ 117.74	\$ 164,724.90
Navigators	BO23L CNZ0B30MIC	\$50M per occurrence in excess of \$50M	15.00%	\$ 76,284.00	\$ 500.00	\$ 3,724.02	\$ 57.59	\$ 80,565.61
Kinsale	01001963591	\$50M per occurrence in excess of \$50M	10.00%	\$ 60,000.00	\$ 850.00	\$ 2,951.23	\$ 45.64	\$ 63,846.87
Paragon	SP98729501	\$50M per occurrence in excess of \$50M	20.00%	\$ 125,000.00	\$ 2,000.00	\$ 6,159.50	\$ 95.25	\$ 133,254.75
Lloyds of London (NOA)	B1230AP07780C23	\$50M per occurrence in excess of \$50M	10.00%	\$ 62,500.00	\$ 500.00	\$ 3,055.50	\$ 47.25	\$ 66,102.75
Palomar	CENPP2202317300	\$50M per occurrence in excess of \$50M	10.00%	\$ 52,500.00	\$ 500.00	\$ 2,570.50	\$ 39.75	\$ 55,610.25
AXIS	ECF66799423	\$50M per occurrence in excess of \$50M	10.00%	\$ 60,000.00	\$ 500.00	\$ 2,934.25	\$ 45.38	\$ 63,479.63
Arrowhead	AHAR1546000	\$75M per occurrence in excess of \$100M	50.00%	\$ 155,000.00	\$ 1,500.00	\$ 7,590.25	\$ 117.38	\$ 164,207.63
Mitsui	EXP7001255	\$75M per occurrence in excess of \$100M	16.67%	\$ 81,250.00	\$ 500.00	\$ -	\$ -	\$ 81,750.00
Lloyds of London (NOA)	B1230AP07780D23	\$75M per occurrence in excess of \$100M	16.67%	\$ 75,015.00	\$ 500.00	\$ 3,662.48	\$ 56.64	\$ 79,234.12
RSUI	LHD934492	\$75M per occurrence in excess of \$100M	16.67%	\$ 100,000.00	\$ 500.00	\$ 4,874.25	\$ 75.38	\$ 105,449.63
Intact	795022936	\$25M per occurrence in excess of \$175M	100.00%	\$ 125,000.00	\$ 500.00	\$ 6,086.75	\$ 94.13	\$ 131,680.88
Lloyds of London (Chubb)	NOT YET BOUND	\$50M per occurrence in excess of \$200M	100.00%	\$ 125,000.00	\$ 500.00	\$ 6,086.75	\$ 94.13	\$ 131,680.88
Combined \$250M Loss Limit				\$ 5,229,925.00	\$ 17,350.00	\$ 250,527.96	\$ 3,874.19	\$ 5,501,677.15

Additional Coverages:

CARRIER	POLICY NUMBER	LAYER	PARTICIPATION	CARRIER PREMIUM	FEES	SLT	STAMPING FEE	TOTAL
Liberty	YB2L9L053392023	\$200M Equipment Breakdown	100.00%	\$ 49,909.00	\$ -	\$ -	\$ -	\$ 49,909.00
Markel	MKLM4IM0053710	Inland Marine / Equipment Only	100.00%	\$ 12,688.00	\$ 250.00	\$ -	\$ -	\$ 12,938.00

*The above is a summary only and does not represent the terms or conditions of the policies. Premiums could be affected by rounding.

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Authentic decodable books for comprehensive, evidence-based Tier 2 foundational skills and close reading instruction for small groups. Kits include small group text sets, lesson plans for foundational skills and close reading, and student manipulatives.

2. How will goods and/or services be used? (List Campus/Grades Impacted): One grade-level appropriate kit for every K-5 teacher at all elementary and academy campuses.

3. Submitted by: Veronica Hellamns Reading Language Arts 07/10/2023
Printed Name Department Date

4. Recommended Vendor(s): Company Name: Flyleaf Publishing
Address: 400 Bedford Street 1st Floor SW03
City/State/Zip: Manchester, NH 03101
Phone No: 1-800-449-7006
Point of Contact: Deanne
E-mail Address: info@flyleafpublishing.com
Vendor #: 31570
(Use a separate sheet to identify multiple vendors)
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
Competitive Purchase (RFP, RFQ, IFB), Contract #:
X Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: Buyboard 702-23
Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
Professional Services Contract Expiration Date: 05/31/2026
Sole Source
Other

6. Purchase valid from: 08/22/2023 through: 06/30/2024

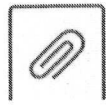
7. For Competitive Purchases Only: Renewals: Yes No X
No. of Renewals:

8. Type of Request: (check one)
X One-Time Purchase
Purchase throughout the school year or on an "as needed" basis
Expenditure (funding increases)

9. Total Cost for Goods and/or Services to be Purchased: \$ 687,971.23 (Approximately) per Year for 1 Years.

10. Funding Source(s) - check all that apply: Federal X State Local Bond
Provide Budget Codes & Descriptions: 282-11-6399-00-873-11-R92
Contingent upon approval of the 2023-2024 WY ESSER budget

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) Vehicle Insurance (*Director, Employee Benefits signs below*) \$ ⁰ _____

<u>Veronica Hellamns</u>	<u>Veronica Hellamns</u>	<u>7/10/2023</u>
Requestor Signature	Type Name	Date
<u>Kendra Doyle</u>	<u>Kendra Doyle</u>	<u>7/10/2023</u>
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<u>[Signature]</u>	<u>Patricia Salzmann</u>	<u>7/10/2023</u>
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
<u>Edward Romero</u>	<u>Eddie Romero</u>	<u>7/11/2023</u>
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

Construction & Development Services Signature	<u>Kamal ElHabr</u> Type Name	_____ Date
Chief Operations Officer Signature	<u>Michael Eaton</u> Type Name	_____ Date
Deputy Superintendent Operations Signature	<u>Dr. Kenneth Thompson</u> Type Name	_____ Date
Chief Information Technology Officer, Information Technology Signature	<u>Eva Mendoza</u> Type Name	_____ Date
Chief of Human Capital Management Signature	<u>Christopher Martinez</u> Type Name	_____ Date
<u>Dorothy H. Carreon</u>	<u>Dottie Carreon</u> Type Name	<u>7/12/2023</u> Date
Chief Financial Officer, Financial Services & Business Operations Signature	<u>Lorena Sanchez</u> Type Name	_____ Date
Director, Employee Benefits, Risk Management & Safety Signature (<i>signs for vehicle purchases requiring insurance</i>)	<u>Lorena Sanchez</u> Type Name	_____ Date

Revised: April, 2023

Reviewed By: RC

Quote# FLYLEAF-45456

May 15th 2023



Thank you for the opportunity to provide this quote. Please let us know if you have any questions by replying to this email or by emailing orders@flyleafpublishing.com.





For your reference, Flyleaf holds Flyleaf holds **Texas BuyBoard Contract #702-23**, expiring 5/31/26.

Prepared for:

San Antonio ISD
 Joanna Cantu
jocantu@saisd.net
 514 W Quincy St
 San Antonio, Texas 78212

Quoted by: Flyleaf Publishing
Created Date: May 15th 2023

Ship To: MULTIPLE LOCATIONS

	Unit Price	Qty	Extended
 Emergent Reader Series: Classroom Set ER-CS-978-1-60541-190-3	1,317.00	x 215	283,155.00
 Reading Series One: Classroom Set RS1-CS-978-1-60541-196-5	769.60	x 105	80,808.00
 Reading Series Two: Classroom Set RS2-CS-978-1-60541-197-3	1,572.00	x 95	149,340.00
 Reading Series Three: Classroom Set RS3-CL-978-1-60541-198-9	1,572.00	x 180	282,960.00
Subtotal			\$ 796,263.00
Discount			-159,252.60
Shipping (Standard Shipping)			50,960.83
Tax			0.00
Total (USD)			\$ 687,971.23

PURCHASING INSTRUCTIONS

Teachers: Forward this quote to your purchasing department.

Purchasers: Please send your Purchase Order and this quote by email to orders@flyleafpublishing.com.

- If you want to make changes to your quote please go back to our website <https://flyleafpublishing.com> and create a new quote with the required changes. You will be emailed an updated quote within 2 to 3 minutes.
- Pricing is valid for 90 days.
- Feel free to contact us at orders@flyleafpublishing.com with questions.
- For orders over \$100,000 shipping to a single location, email orders@flyleafpublishing.com to request a shipping discount.

**Minutes of Board Business Meeting
San Antonio Independent School District Board of Trustees
Monday, July 17, 2023**

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 17, 2023, beginning at 5:33 PM, Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. Meeting Called to Order

- A. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0
 - 1. Mrs. Christina Martinez
 - 2. Ms. Alicia Sebastian – joined via Zoom Webinar and logged off at 7:27 p.m.
 - 3. Mr. Arthur Valdez
 - 4. Mr. Ed Garza
 - 5. Ms. Leticia Ozuna
 - 6. Mrs. Sarah Sorensen
 - 7. Mrs. Stephanie Torres – Stepped out of the board room at 8:32 p.m.
- B. Recording of Superintendent Present
 - 1. Dr. Jaime Aquino
- C. Pledge of Allegiance to the U. S. Flag
- D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
- E. 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 on the SAISD Board Page.
 - 1. Jason Mims, MIMS Institute
 - 2. Nalaniya Wilson, Highland HS Alumni
 - 3. Dr. Anthony Rogers, retired SAISD employee

Dr. Aquino asked to make a point of personal privilege during the Board meeting. He introduced Dr. Shawn Bird, Deputy Superintendent of School Leadership and Partnerships. Dr. Bird has over 2 decades of extensive background in public education and served in multiple capacities. Dr. Aquino shared that Dr. Bird had served as the Chief Academic Officer from Houston ISD. In addition, Dr. Bird is the co-author to a book titled "Closing the Achievement Gap" which is based on how to pinpoint student strengths to differentiate instruction and help striving readers succeed. He expressed how excited he is to join the District and shared on how much public education means to him. He also thanked his family and the many outstanding teachers in his life for the support. Dr. Bird shared that he looks forward to working with the Superintendent, Board of Trustees, and the Administration. During the meeting, Dr. Aquino congratulated Dr. Kendra Doyle, Senior Executive Director for Curriculum, Instruction, & Assessment, on completing her dissertation. The Board welcomed Dr. Bird to SAISD and congratulated Dr. Doyle on her accomplishments.

2. Governance

- A. Recommendation and Approval of Community Member to the SAISD Audit Committee
Motion by Ms. Ozuna; second by Mrs. Sorensen; approved by a vote of 7-0 with all board members present. The Board appointed Mauricio E. Campos to the SAISD Audit Committee.

3. Consent Agenda

Motion by Mr. Garza; Second by Mrs. Sorensen; approved by a vote of 7-0 with all Board members present. (This vote relates to the items listed under this section.)

- A. Approval of the School Audit – Japhet Academy as Recommended by the Audit Committee
- B. Approval for Student Travel for Twain Dual Language Academy to San Juan, Puerto Rico
- C. Approval of Student Code of Conduct 2023-2024
- D. Approval of Optional Flexible School Day Program
- E. Approval of the Renewal of the District Service Agreement Between SAISD and City Year San Antonio for the 2023 - 2024 School Year
- F. Approval of the Renewal of the Memorandums of Understanding (MOUs) Between SAISD and the Alamo Colleges District for the Early College High School (ECHS) and Pathways in Technology Early College High School (P-TECH), the Phoenix Middle College, and Dual Credit Programs
- G. Approval to Use Communities in Schools Therapists to Fulfill the Bexar County American Rescue Plan Act (ARPA) Grant Requirement for the 2023-2024 School Year
- H. Approval of the Service Delivery Agreement Between SAISD and Communities in Schools of San Antonio for the 2023-2024 School Year
- I. Approval of the Program Agreement and Affiliation Agreement Between SAISD and the University of Texas at Austin
- J. Approval and Ratification of a Contract with William Jupp for Professional Consulting Services
- K. Consideration And Discussion of a Request to Approve Additional Pay For Additional Work Performed By Mr. William Jupp Under a 2022-2023 Consulting Contract for School and Community Engagement And Improvement of Executive Team Leadership
- L. Approval of Package #1 of 2 Guaranteed Maximum Price for material procurement related to the 2020 Bond Project at Brackenridge High School
- M. Approval of General Contractor for Central Plant Upgrades at Cooper Learning Center
- N. Approval of the Parking Lot Lease Agreement between San Antonio Independent School District and Archdiocese of San Antonio/St. Gerard Catholic Church
- O. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards
- P. Approval of Minutes for the following meetings:
 1. June 20, 2023 Public Hearing
 2. June 20, 2023 Board Business Meeting
 3. June 22, 2023 Special Called Board Meeting

4. Closed Session

- A. Mrs. Martinez convened the Board in Closed Session at 5:57 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076)
- B. Mrs. Martinez reconvened the Board in Open Session at 8:32 p.m. and took appropriate action on items discussed in Closed Session. The items are listed below.
 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. Consultation with legal counsel regarding legal issues related to property insurance coverage. (TGC 551.071)
No action taken.
 3. Consultation with Superintendent and discussion regarding the hiring of Laura Short for the position of Chief Communications & External Affairs Officer. (TGC 551.074)
Motion by Mr. Valdez; second by Ms. Ozuna; approved by a vote of 5-0 with Mrs. Torres away from the room and Ms. Sebastian absent. The Board approved the hiring of Laura Short for the position of Chief Communications & External Affairs Officer.

4. 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.
5. Approve the termination of continuing contract teacher(s) for good cause pursuant to TEC 21.156 (TGC 551.071 and TGC 551.074)
Motion by Mr. Valdez; second by Mr. Garza; approved by a vote of 5-0 with Mrs. Torres away from the room and Ms. Sebastian absent. The Board approved the termination of the continuing contract of Alfred Alderson for good cause.
6. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
No action taken.
7. Consultation with legal counsel regarding a billing dispute with AT&T (TGC 551.071)
Motion by Mr. Valdez; second by Mrs. Sorensen; approved by a vote of 5-0 with Mrs. Torres away from the room and Ms. Sebastian absent.
The Board approved the third extension to the toll agreement with AT&T over a billing dispute and threatened litigation, as discussed in closed session.

Motion by Mr. Valdez; second by Mrs. Sorensen; approved by a vote of 5-0 with Mrs. Torres away from the room and Ms. Sebastian absent. The Board moved to authorize the District to enter into an alternative dispute resolution process with AT&T, namely, through non-binding mediation as determined practicable by the Superintendent of Schools and AT&T, for purposes of resolving AT&T's billing dispute, as discussed in closed session.
8. Consultation with legal counsel regarding legal issues related to trustee self-assessment. (TGC 551.071)
No action taken.
9. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
No action taken.
10. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
No action taken.
11. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
No action taken.
12. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
No action taken.

5. Adjournment

- A. Mrs. Martinez adjourned the meeting at 8:35 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 Monday, July 17, 2023 were duly approved at a meeting held on August 21, 2023.

ATTEST:

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

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