



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

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

## BOARD BUSINESS MEETING

**Monday, July 15, 2024**  
**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. Supporting Excellent Schools in Every Neighborhood: Goal 3 4  
Preview - Preliminary 2024 College Readiness for Students with Disabilities
  - B. Update on the Implementation of Rightsizing Transition Plan 6
3. **Consent Agenda**

### 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



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D. Approval of the Service Delivery Agreement Between SAISD and Communities in Schools of San Antonio for the 2024-2025 School Year - Youth Mental Health Project	23
E. Approval of the Service Delivery Agreement Between SAISD and Communities in Schools of San Antonio (CIS-SA) for the 2024-2025 SY	36
F. Approval of Package 1 Guaranteed Maximum Price Related to the 2020 Bond Project at Highland Hills Elementary School	64
G. Approval of Minutes for the following meetings:	
1. June 10, 2024 Special Board Meeting	66
2. June 24, 2024 Public Hearing	67
3. June 24, 2024 Board Business Meeting	68
<b>4. Closed Session</b>	
A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076)	
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 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)	
4. Consultation with legal counsel and discussion regarding Intruder Detection Audits, that are confidential pursuant to Texas Education Code Section 37.1084(d) and Texas Government Code Sections 552.101 and 552.116. (TGC 551.071 and TGC 551.076)	
5. Consultation with legal counsel regarding physical plant and related issues. (TGC 551.071)	

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Ed Garza, Trustee

Leticia Ozuna, Trustee  
2 Sarah Sorensen, Trustee

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6. Discussion with superintendent regarding the superintendent's evaluation process and evaluation tool and consultation with attorney regarding related legal issues. (TGC 551.071 and TGC 551.074)
7. Consultation with attorney and discussion regarding status of Cause No. 2017CI-15803; San Antonio Independent School District vs. Lexington Insurance Company, McLarens, Inc. William J. Adams, & Frost Insurance Agency, Inc., In the 150th District Court of Bexar County, Texas. (TGC 551.071)
8. Proposal to terminate non-Chapter 21 contract employee(s) for good cause (TGC 551.071 and TGC 551.074)
9. Consultation with legal counsel and discussion regarding status of Candace Smith, Individ. and a/n/f CEC, a Minor v. San Antonio Independent School District; Civil Action No. 5:24-cv-00019-JKP in the U.S. District Court for the Western District of Texas (TGC 551.071)
10. Consultation with Superintendent and discussion regarding the reclassification for the position of Senior Executive Director, Total Rewards, subject to the Superintendent's authority to reassign. (TGC 551.074)
11. Consult with legal counsel and deliberate the proposed sale of unimproved property on Camaron St. (TGC 551.071 and 551.072)
- 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.

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

3 Leticia Ozuna, Trustee  
Sarah Sorensen, Trustee

Stephanie Torres, Trustee  
Dr. Jaime Aquino, Superintendent

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Supporting Excellent Schools in Every Neighborhood: Goal 3 Preview - Preliminary 2024 College Readiness for Students with Disabilities**

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

**REQUESTED BY:** Dr. Jaime Aquino, Superintendent

**PRESENTER:**        Theresa Urrabazo, Chief, Data Operations & Services

**MEETING DATE:** June 24, 2024

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

The Board will receive information in alignment with their expressed value to ensure excellent schools in every neighborhood. This will include preliminary College, Career, and Military Readiness (CCMR) for the students who graduated in the 2022-23 school year. This report will provide information on overall performance and focus on the percent of students with Individual Education Plans (IEPs) receiving instruction and services in the general education setting, who met the Texas Success Initiative (TSI) College-Ready criteria for both Reading and Math.

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

- <https://youtu.be/NDib9BRH9Vk>
- [CCMR Updates - Goal 3](#)

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

N/A

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

N/A

### **IV. 2024 - 2025 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 39% in August 2023, 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 30% in August 2023, 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

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**AGENDA TITLE:** Update on the Implementation of Rightsizing Transition Plan

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

**REQUESTED BY:** Dr. Jaime Aquino, Superintendent

**PRESENTER:** Patti Salzmann, Deputy Superintendent

**MEETING DATE:** July 15, 2024

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

The Board will receive an update on the Implementation of Rightsizing Transition Plan. On November 13, 2023, the Board of Trustees approved a resolution endorsing the acceptance of the staff's final School Rightsizing Recommendation. Additionally, they directed the staff initiate and execute a comprehensive transition plan aimed at supporting the staff, students, and families affected by this decision. The District will keep the stakeholders informed by providing regular updates on the progress of implementing the transition plan. This is a discussion-only item. No action is required. Click below to watch the video recording or access the pdf presentation.

- <https://youtu.be/LL0E--SmcUI>
- [Rightsizing slides](#)

### II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

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

N/A

### IV. 2024 - 2025 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)**

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- Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Resolution Authorizing The Defeasance Of Certain Portions Of The District’s Currently Outstanding Obligations, And Other Matters Related Thereto

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

**REQUESTED BY:** Dottie Carreon, Chief Financial Officer

**PRESENTERS:**        Dottie Carreon

**MEETING DATE:** July 15, 2024

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

State law provides that a school district may levy interest and sinking fund taxes for early payment of its bonds. District staff, in consultation with its Financial Advisor, has identified approximately \$18,200,000 in bonds that could be paid off early during the fiscal year ending 2025 and result in debt service savings for the District. The Resolution before the Board authorizes the Board President, Superintendent and Chief Financial Officer of the District (each a “District Representative”), individually or collectively, to take all necessary actions to defease (i.e., pay off) such bonds on or before June 30, 2025, including establishing an Escrow Fund for payment of the Bonds, selecting securities for deposit into the Escrow Fund and the payment of professional fees and expenses related to the defeasance. The Resolution further authorizes a District Representative to revise the amount of bonds to be defeased based on availability of funds at the time of such defeasance.

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

Resolve that the Board approve the Resolution Authorizing the Defeasance of Certain Portions of the District’s Currently Outstanding Obligations, and Other Matters Related Thereto as presented.

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

N/A

### **IV. 2024 - 2025 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.
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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)**

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- 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 AUTHORIZING THE DEFEASANCE OF CERTAIN PORTIONS OF THE DISTRICT'S CURRENTLY OUTSTANDING OBLIGATIONS, AND OTHER MATTERS RELATED THERETO**

WHEREAS, the San Antonio Independent School District (the "District") has heretofore authorized the issuance of the District's Unlimited Tax School Building Bonds, Series 2018 (the "Bonds");

WHEREAS, the Bonds are currently outstanding;

WHEREAS, the District wishes to defease a portion of the Bonds as more particularly described in Schedule I attached hereto (the "Defeased Bonds").

WHEREAS, upon the defeasance of such Defeased Bonds, such Defeased Bonds shall no longer be regarded as outstanding or unpaid;

WHEREAS, the Board of Trustees of the District (the "Board") hereby finds and declares a public purpose and deems it advisable to defease the Defeased Bonds as herein provided;

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

Section 1. District Representatives; Establishment of Escrow Fund. The Board hereby authorizes and directs the defeasance of the Defeased Bonds in such amounts and as further provided in Schedule I attached hereto and further directs and authorizes the President of the Board of Trustees of the District, the Superintendent of Schools of the District, and the Chief Financial Officer of the District (each a "District Representative"), individually or collectively, to take any and all necessary action needed for the defeasance of the Defeased Bonds, including the delivery of any required Notice of Redemption and Defeasance, the establishment of an escrow fund (including the selection of an escrow agent, the transfer and deposit of lawfully available funds, procuring and selecting eligible securities, if any, to be held in escrow, and entering into and executing an Escrow Agreement and related agreements) for payment of the Bonds. Such defeasance must occur on or before June 30, 2025 unless otherwise directed by action of the Board. Notwithstanding the foregoing, a District Representative is authorized to amend Schedule I of this Resolution based on availability of funds at the time of such defeasance.

Section 2. Payment of Professional Fees and Expenses. The Board hereby approves payment from lawfully available District funds of professional fees and expenses of the District's Bond Counsel, the District's Financial Advisor, the Escrow Agent, the Verification Agent, if any, the paying agent/registrar for the Bonds, respectively, and any other party whose services have been determined by a District Representative to be necessary to accomplish the purpose and intent of this Resolution.

Section 3. Further Procedures. The officers and employees of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution. In addition, the President and Secretary of the Board, the Superintendent of Schools, and Bond Counsel are

hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the instruments authorized by this Resolution necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Resolution, or (ii) obtain the defeasance opinion of Bond Counsel. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 4. Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

Section 5. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

*[The remainder of this page is intentionally left blank]*

PASSED AND APPROVED, this \_\_\_\_\_, 2024.

**SAN ANTONIO INDEPENDENT SCHOOL  
DISTRICT**

By: \_\_\_\_\_  
President, Board of Trustees

**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Trustees

(DISTRICT SEAL)

**SCHEDULE I**

**DEFEASED BONDS**

<b>Bond</b>	<b>Maturity Date</b>	<b>Interest Rate</b>	<b>Par Amount</b>	<b>Call Date</b>	<b>Call Price</b>
<b>Unlimited Tax School Building Bonds, Series 2018, TERM48:</b>					
	<b>08/15/2048</b>	<b>5.000%</b>	<b>18,200,000</b>	<b>08/15/2025</b>	<b>100.000</b>
			<b>18,200,000</b>		

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Mutual Termination Agreement between Relay Lab Schools/Si Se Puede Schools and the San Antonio Independent School District**

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

**REQUESTED BY:** Dr. Shawn Bird, Deputy Supt of School Leadership & Partnership Services

**PRESENTER:**         Dr. Shawn Bird

**MEETING DATE:** July 15, 2024

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

The District and Relay Lab Schools/Si Se Puede Schools (“Parties”) have agreed to mutually end the ten year relationship under a Management Agreement originally entered into on June 11, 2018 (“Original Management Agreement”). Pursuant to the terms of the Original Management Agreement, Relay Lab Schools was to undertake the responsibility for the management and operation of Ollie Perry Storm (“Storm”) and Ira C. Odgen (“Ogden”) Elementary Schools of the SAISD. The Parties rely on Paragraph 15 of the Original Management Agreement which states in pertinent part, that the Agreement “may be terminated at any time prior to its expiration date by the Parties, with or without cause, upon written consent.” Upon termination of this Agreement, whether with or without cause Relay Lab Schools (Si Se Puede Schools) shall be entitled to a prorated management fee for the portion of the fiscal year up to the Termination Date, computed based upon the number of days in the fiscal year up to the date of termination divided by the total number of days in the fiscal year. Attached is the complete Termination Agreement for your review.

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

Be it resolved that the Board authorize the Superintendent to amend or modify the Termination Agreement at his discretion and execute a final agreement of termination between the Parties.

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

\$4,109.58

### **IV. 2024 - 2025 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)**

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- 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.

MUTUAL TERMINATION AGREEMENT  
BETWEEN  
RELAY LAB SCHOOLS TEXAS/SI SE PUEDE SCHOOLS  
AND  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

This is a Mutual Termination Agreement (“Termination Agreement”) between Si Se Puede Schools, a Texas not-for-profit Corporation (“Si Se Puede”) and the San Antonio Independent School District, a political subdivision of the State of Texas, (“SAISD”) both entities hereinafter are also referenced as the (“Party”) or (“Parties”).

1. Factual background information.

1.1. A Management Agreement (“Original Agreement”) was entered into on June 11, 2018 between Relay Lab Schools Texas, a Texas not-for-profit Corporation (“Relay”) and the San Antonio Independent School District, a political subdivision of the State of Texas, (“SAISD”). Both entities were thereafter referred to as (“Party”) or (“Parties”).

1.2. The agreement between the Parties was scheduled to commence on July 1, 2018 and to terminate, on its own terms, on June 30, 2028.

1.3. Pursuant to the terms of the Original Agreement, Relay was to undertake the responsibility for the management and operation of Ollie Perry Storm (“Storm”) and Ira C. Odgen (“Ogden”) Elementary Schools of the SAISD.

1.4. Pursuant to the terms of the Original Agreement, Relay was to receive a management fee as payment along with other valuable consideration, for managing and operating both Storm and Ogden, as described under Paragraph 14 of the Original Agreement.

1.5. During the term of the Original Agreement, Relay Lab Schools Texas changed its name to Si Se Puede Schools. Relay Lab Schools Texas and Si Se Puede Schools registered with the Texas Secretary of State on the same date, April 30, 2018, under the same registered agent, Mr. Chris Fraser and with the same Tax ID number, 32067024003. The only distinction is that under the Texas Secretary of State’s designation of a Name Status, Si Se Puede Schools’ status is indicated as, “In Use”, while that of Relay Lab Schools’ is indicated as, “Prior”.

1.6. For purposes of terminating any and all agreements and relationships between the Parties, and in reference to this Termination Agreement, Si Se Puede Schools and Relay Lab Schools Texas will be considered, and the Parties agree, as one and the same and shall be referred to as (“Si Se Puede”).

## 2. Mutual Termination Agreement.

2.1. It is the desire of the Parties to mutually terminate the Original Agreement prior to June 30, 2028 (“Mutual Termination Agreement”).

2.2. The Parties understand and agree that mutually consenting to the termination of the Original Agreement immediately ends any and all responsibilities and obligations to one another, except as to the provisions in Section 4, below.

2.3. Pursuant to Paragraph 15 (i) of the Original Agreement, Si Se Puede Schools is entitled to a prorated management fee for the portion of the fiscal year in which termination occurs, up to the date of termination.

2.4. The prorated management fee under Paragraph 15 (i) of the Original Agreement is computed based upon the number of days in the fiscal year up the date of termination divided by the total number of days in the fiscal year.

## 3. Liability of the Parties.

3.1. The Mutual Termination Agreement shall be without liability to any Party or to any affiliate, shareholder, trustee, director, officer or representative of such Party, and following this mutual termination neither Party shall have any liability under the Original Agreement, except as to the provisions in section 4, below.

## 4. Survivability Provisions.

4.1. Si Se Puede Schools will continue to preserve and protect all personal identifying information as required by federal, state and local data and educational records privacy laws.

4.2. SAISD may continue to use for one year after the effective date of the Termination Agreement, Trademarked Licensed Curriculum material should the need exist in transitioning to a usable curriculum, pursuant to Paragraph 13 (e) of the Original Agreement.

4.3. SAISD agrees to adhere to the non-solicitation of Si Se Puede’s employees or independent contractors for one year after the effective date of the Termination Agreement pursuant to Paragraph 17 (a) and (b) of the Original Agreement, unless an agreement to the contrary is reached between the parties.

4.4. SAISD maintains its immunity as provided by Chapter 21, Subchapter I of the Texas Local Government Code and as stated in Paragraph 18 (a) of the Original Agreement.

## 5. Miscellaneous Provisions.

5.1. This Termination Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas, without regard to the conflicts of law rules thereof and in any suit, venue shall lie in San Antonio, Bexar County, Texas.

5.2. Each of the Parties shall bear its own costs and expenses incurred in connection with the negotiation, execution and delivery of this Termination Agreement.

5.3. This Termination Agreement does not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

5.4. This Termination Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, representations and statements, whether oral or written, implied or expressed relating to such subject matter.

IN WITNESS WHEREOF, the individuals below attest by their signatures that they are duly authorized to execute this Termination Agreement on behalf of the respective Parties.

\_\_\_\_\_  
Christina Martinez, Board President  
San Antonio Independent School District

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
Ixchell Gonzalez, Executive Director  
Si Se Puede Schools

\_\_\_\_\_  
DATE:

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the 2024-2025 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:** July 15, 2024

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**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 non-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 \$599,039.

**IV.      2024 - 2025 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**  
**2024-2025 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  
2024-2025 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 xxx Independent School District commitment for the 2024-2025 school year for Title IA, Non-Public services is:

<b>24.25 PNP Allocation for SSA Student Services, Parent Involvement and Direct administrative costs @ .07</b>	<b>Additional Administrative cost not included in PNP allocation</b>	<b>Indirect Administrative Costs @ .07686</b>	<b>Total commitment</b>
\$530,745	\$27,500	\$40,793	<b>\$599,039</b>

**Commitment:** We, the undersigned, do hereby express our understanding of an agreement with the provisions of this document and acknowledge that all agreed upon services and products are contingent upon receipt of grant award.

\_\_\_\_\_  
District Authorized Official Date

\_\_\_\_\_  
Jeff Goldhorn, Ph.D. Date  
Executive Director  
Education Service Center, Region 20

**Changes per final amounts to be adjusted and initialed by program contacts for both LEA and ESC.**

<b>24.25 PNP Allocation for SSA Student Services, Parent Involvement and Direct administrative costs @ .07</b>	<b>Additional Administrative cost not included in PNP allocation</b>	<b>Indirect Administrative Costs @ .07686</b>	<b>Total commitment</b>

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Service Delivery Agreement Between SAISD and Communities in Schools of San Antonio for the 2024-2025 School Year - Youth Mental Health Project**

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

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

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

**MEETING DATE:** July 15, 2024

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

The Board is requested to approve the Service Delivery Agreement between SAISD and Communities in Schools of San Antonio for the 2024-2025 SY. Communities in Schools of San Antonio provides counseling, supportive guidance, parent and family support, referrals, and psychoeducation to ten middle schools through the Youth Mental Health Project.

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

Be it resolved that the Board approves the Service Delivery Agreement with Communities in Schools of San Antonio in support of the Youth Mental Health Project as presented.

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

To be funded through the Bexar County ARPA grant (Fund 217-3) in the amount of approximately \$792,000.

### **IV. 2024 - 2025 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:	July 15, 2024
Agenda Title:	Approval of the Service Delivery Agreement Between SAISD and Communities in Schools of San Antonio for the 2024-2025 SY.
Presenter:	Victoria Bustos, Executive Director, Student & Academic Support Services
Cost and Funding Source:	To be funded through the Bexar County ARPA grant (Fund 217-3) in the amount of approximately \$792,000.
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"/> Mental Health <input type="checkbox"/> Academics <input type="checkbox"/> Attendance <input type="checkbox"/> Behavior

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
		10			

### SUPPORTING DATA

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

<p>Questions to consider:</p> <p>If a renewal, include historical data that supports the renewal and continued partnership</p> <p>If a new partnership, why are we participating in the new program/partnership?</p>	<p>Is this a renewal? <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Communities in Schools of San Antonio provides counseling, supportive guidance, parent and family support, referrals, and psychoeducation to 10 middle schools through this program. CIS-SA provided support to over 220 students and families in 2023-2024 SY.</p> <p>As part of leveraging mental health support, SAISD will continue the partnership agreement with Communities in Schools of San Antonio at 10 middle schools for the 2024-2025 SY.</p>
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**SERVICE DELIVERY AGREEMENT  
BY AND BETWEEN  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
as Service Recipient  
AND  
COMMUNITIES IN SCHOOLS OF SAN ANTONIO  
as Service Provider**

This Service Delivery Agreement (as may be amended and supplemented from time to time, the “Agreement”), dated as of May 14, 2024, for the period indicated herein during school year 2024-2025, by and between the **San Antonio Independent School District** (“SAISD” or “Service Recipient”), and **Communities In Schools of San Antonio** (“CIS-SA” or “Service Provider”), a nonprofit corporation located at 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217, sets out to establish the relationships and responsibilities of both parties in the implementation of Campus Agreements, substantially in the form attached hereto as Exhibit A, including Service Delivery Plans thereunder, and certain supplemental projects as may be provided within the Scope of Services with respect to ten SAISD school campuses (each school campus being an “CIS-SA Project” and all SAISD school campuses being the “CIS-SA Projects”). Dr. Jamie Aquino, Superintendent of Schools, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the SAISD Board of Trustees by his execution of this Agreement. SAISD and CIS-SA shall each be referred to as a “Party” and together, the “Parties.”

WHEREAS it is the intent of the Parties hereto to bring the services and resources contemplated hereunder to the identified school settings in an effort to facilitate the academic and personal success of students experiencing the effects of at-risk environments; and

WHEREAS it is the intent of the Parties hereto to maintain a cooperative, interactive and supportive relationship among and between the Parties for the benefit of the students served;

NOW, THEREFORE, in consideration of the mutual covenants and fees provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree to the following:

A. The Parties mutually agree as follows:

1. **Term; Termination.** The term of this Agreement shall be from August 1, 2024 through July 31, 2025 (the “Term”). This Agreement may be terminated by either Party upon providing written notice to the other Party thirty days in advance of termination. If either Party terminates the Agreement, CIS-SA’s performance obligations shall immediately cease and CIS-SA shall be entitled to receive compensation for services performed and related costs incurred up to the date of termination. If termination occurs in the middle of the payment period, compensation shall be prorated against the monthly payment next due in relation to the services performed and related costs incurred by CIS-SA under this Agreement.

2. **Relationship of the Parties.**

- (a) CIS-SA will approve and assign CIS-SA employees and agency repositioned staff to designated CIS-SA Projects. While assigned to each CIS-SA Project, (i) CIS-SA personnel remain the employees of CIS-SA, (ii) agency repositioned staff remain the employees of the assigning agency, (iii) both CIS-SA employees and agency repositioned staff remain under the direct supervision of the assigned CIS-SA supervisor and (iv) the actions of all CIS-SA employees and repositioned staff are carried out under the auspices of CIS-SA supervisors and the Campus Principal in accordance with the mutually agreed Campus Agreement for the school year. CIS-SA staff shall follow procedures for disciplinary action and grievance outlined in the CIS-SA personnel policies and consistent with state law and SAISD district policy.
- (b) It is understood and agreed that CIS-SA is an independent contractor, that all personnel retained by CIS-SA or assigned by CIS-SA to designated CIS-SA Projects shall not for any purpose be deemed employees or agents of SAISD and that nothing in this Agreement is intended and nothing shall be construed to create an agency, employer/employee, partnership, joint venture or other similar relationship between CIS-SA and SAISD. CIS-SA assumes full responsibility for the actions of CIS-SA personnel while performing any services incident to this Agreement, and CIS-SA shall remain solely responsible for their supervision, daily direction and control, payment of salary, including withholding of income taxes and social security, worker's compensation, disability benefits and like requirements and obligations. In no event shall SAISD be liable for any action of officials, agents, administrators or employees of CIS-SA. CIS-SA will not be required to provide any Services the provision of which would violate any applicable laws, including the Federal Educational Rights and Privacy Act (“FERPA”) and other laws relating to student records and the privacy of personal information of students, or applicable agreements.

3. **Governing Authority; Compliance with Laws.**

- (a) CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, as well as applicable written SAISD policies and regulations that have been provided to CIS-SA, with the condition that more restrictive SAISD policies and regulations (legal and local) have priority application under the terms of this Agreement.
- (b) Both Parties shall follow all applicable federal, state, and local laws and regulations, including laws relating to student records and the privacy of personal information of students, including but not limited to FERPA.

4. **Campus Agreement and Service Delivery Plan.** CIS-SA and each SAISD school campus may enter into a Campus Agreement, substantially in the form attached hereto as Exhibit A, including Service Delivery Plans thereunder. Pursuant to each Campus Agreement, each semester CIS-SA and the applicable SAISD campus will mutually agree on the scope and implementation of services and resources for the Fall, Spring and Summer semester, which will be documented in a Service Delivery Plan, substantially in the form attached to the Campus Agreement in Exhibit A. CIS-SA will submit, on a per-semester basis, a Service Delivery Plan to the school Principal for review, discussion and approval. The Campus Agreement and Service Delivery Plan will specify the CIS-SA Project activities that are aligned to the individual campus needs and that CIS-SA will undertake in the upcoming semester (the “Services”).
5. **Coordination of Services.** The CIS-SA site staff, the school Principal, and the school’s site-based decision-making committee shall proceed in a joint coordination of Services. Communication between these entities will be ongoing to address case management and other programmatic issues. In order to promote awareness and presence of CIS-SA Services on campus, SAISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or “casual” Friday.

B. CIS-SA agrees to undertake the following:

1. **Scope of Services.** Under this Agreement, “Scope of Services” shall mean CIS-SA’s provision of a range of integrated student support services for identified students including:
  - (a) counseling and/or supportive guidance;
  - (b) education and academic enhancement activities;
  - (c) parental and family involvement activities;
  - (d) health and social service referrals;
  - (e) pre-employment skills training and career awareness activities; and
  - (f) educational and cultural enrichment opportunities.

During state mandated testing, CIS-SA will be available to support the school with student and family issues that may arise. The term “Scope of Services” shall expressly exclude additional duties that are normally assigned to school personnel (administrative, clerical, test prompter/administrator, specific campus assignments or otherwise) and/or are otherwise outside the scope of this Agreement.

2. **Additional Services.** From time to time, SAISD may desire additional services from CIS-SA not specifically addressed herein. Any such additional services shall be requested by SAISD in writing. If CIS-SA, in its sole discretion, agrees to provide such additional services, such additional personnel and resources for the benefit of students will, upon the mutual agreement in writing by the Parties at the

time, be considered part of this Agreement (including the Campus Agreement, Service Delivery Plan or other supplemental project documentation, as applicable) and will thereafter be deemed to be “Services” for the purposes of this Agreement.

3. **Student Case Files.** CIS-SA maintains and retains case files on each assigned student containing all relevant data requisite to the case and to CIS-SA Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, FERPA, and other applicable state and federal law.
4. **CIS-SA Project Oversight.** CIS-SA agrees to provide management, administrative, logistical and technical support to each CIS-SA Project to ensure the success of the CIS-SA Project’s service delivery initiatives. The CIS-SA Site Coordinator, under the supervision of the CIS-SA supervisor and in cooperation with the CIS-SA Management Team (under the direction of the CIS-SA President/CEO and Board of Directors), is responsible for oversight of CIS-SA Project activities.
5. **Reporting Obligations.** CIS-SA shall notify the school Principal, Counselor, and appropriate legal authorities, as per applicable federal, state and local laws, policies and procedures, cases presented to CIS-SA staff that involve the following issues: (a) suicide threats; (b) violent behavior; (c) child abuse or neglect; (d) sexual abuse or harassment; (e) legal custody; or (f) drugs or weapons. The Principal, Counselor and/or other school staff will assume responsibility for handling cases involving the aforementioned issues, however, CIS-SA shall assist in the resolution of any collateral issues when requested by the Principal and/or Counselor, as appropriate.
6. **Data Collection in Emergencies.** To the extent permitted by applicable laws, including in emergency situations, CIS-SA may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. CIS-SA will ensure written consent has been obtained from the student’s parent, guardian or managing conservator to the extent required by Section 38.010 of the Texas Education Code before on-going services are rendered, or as otherwise required by applicable laws, including FERPA.
7. **Background Investigations.** CIS-SA agrees to comply with criminal history background investigations, including school district fingerprint checks, for all agency staff pursuant to Texas Education Code 22.0834 and 22.08341. All volunteers (excluding one-time event volunteers) will also undergo a criminal history check prior to being assigned to a CIS-SA campus. CIS-SA staff will be subject to any other internal security procedures used by SAISD. In the event SAISD’s criminal history check conducted on any CIS-SA employee results in such employee not being able to begin or continue their placement at SAISD due to their criminal history, SAISD shall immediately notify CIS-SA that a criminal history check was conducted and that such employee’s placement is to be terminated on the basis of such criminal history check.

C. SAISD agrees to undertake the following:

1. **Fees.** SAISD will provide \$792,000.00 in service delivery fees to CIS-SA, with payments of \$79,200.00, to be made on a monthly basis, over 10 months, from September 1, 2024 to, June 1, 2025, for the Term of this Agreement to Communities In Schools of San Antonio, 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217 (the “Service Delivery Fee”). In the event of a staff vacancy at a campus of two weeks or greater, no Service Delivery Fee for that campus will be due for that month. Invoices are due and payable within 30 days of receiving an invoice. In the event of early termination of this Agreement, the last monthly payment shall be prorated in relation to services rendered and related costs incurred. The SAISD authorized point of contact for all billing and invoicing needs is:  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
2. **Office Space.** SAISD will provide office space with telephone service, access to copy and fax machines, a designated computer, access to available intranet and/or internet capabilities, necessary office furniture, and equipment sufficient to facilitate the efficient delivery of services to students within the CIS-SA Project. In addition, SAISD will provide a secure office space conducive to accommodate confidential services.
3. **Approval of Service Delivery Plans.** Approval of the Fall, Spring and Summer Service Delivery Plans will be made within two weeks of submittal to the school Principal. The CIS-SA Projects will be included in the Campus Improvement Plan.
4. **Campus Crisis Management Team.** Each school Principal shall provide the CIS-SA Site Coordinator with the names and responsibilities of the Campus Crisis Management Team and update that information continually.
5. **Reporting Obligations.**
  - (a) In accordance with state law and SAISD policy, SAISD will investigate and, if required, report to the appropriate authorities any cases presented to SAISD by CIS-SA under Section B.5 of this Agreement. SAISD and CIS-SA agree that nothing contained in this Agreement will create (1) any additional responsibilities to or liabilities for any third party on the part of SAISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either SAISD or CIS-SA.
  - (b) SAISD will notify the CIS-SA Chief Executive Officer of any incident or allegation involving CIS-SA personnel, in addition to any actions taken as required by law or district policy.

- (c) The school Principal and/or designee shall inform the CIS-SA Site Coordinator in writing of any and all developments, policy changes or other issues arising within SAISD or the school that directly affect or have the potential to affect the provisions of this Agreement or the operation of the CIS-SA Project. In addition, CIS-SA Site Coordinators will be trained on all Campus Emergency Response Plans.
6. **Coordination of Services.** The campus Counselor and/or designee will conduct coordination of services meetings to include the CIS-SA Site Coordinators and campus-based entities that provide counseling and social services.
7. **Student Information and Data.** Pursuant to the TEC, §33.154(a)(7)(B), each school district that participates in a CIS program shall provide to the local CIS or developing program necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records be shared with the CIS program and the Texas Education Agency (“TEA”). Such information and data may include records on a student’s academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the local CIS program from the student’s parent or legal guardian.
8. **FERPA School Official Exemption.** To the extent CIS-SA or CIS-SA staff gather data or records that are considered “education records” under FERPA without written parent consent pursuant to the “school official” exception in FERPA’s implementing regulations at 34 CFR 99.31(a)(1)(i), each school or school district that participates in a CIS program shall appropriately notify parents pursuant to FERPA’s implementing regulations at 34 CFR 99.7. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant application.
9. **CIS-SA Evaluation Tool.** The CIS-SA evaluation tool will be administered by the student’s CIS-SA Site Coordinator during the Term. Parents or guardians will be asked to review and sign a consent form that gives permission for participation in the CIS-SA Program and for their child to complete the evaluation tool. Using a pretest/posttest measure, in addition to other data that CIS-SA may collect during the Term, CIS-SA will evaluate each CIS-SA Project. The evaluation tool will include but is not limited to teacher, guardian, or student self-reports on social and emotional development and behavioral health.
10. **CIS-SA Service Delivery Data.** SAISD may request, and CIS-SA will provide as soon as is practical, overall CIS-SA Project service delivery data for specified periods of time which has been maintained by CIS-SA in formats consistent with its organizational requirements.

Nothing herein shall prohibit SAISD from providing information to CIS-SA without parental permission when not otherwise prohibited under state or federal law or regulation.

This Agreement constitutes the full and total understanding and agreement of the Parties, and any modification, amendment or alteration hereof must be agreed in writing by all Parties hereto.

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the SAISD or CIS-SA in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Agreement is and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The Parties consent to exclusive jurisdiction and venue of state court sitting in Bexar County, Texas.

IN WITNESS WHEREOF, this Agreement is effective on the last Date of Approval shown below.

**COMMUNITIES IN SCHOOLS OF SAN ANTONIO**

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By \_\_\_\_\_  
President/CEO

By \_\_\_\_\_  
Superintendent

**Date of Approval:** \_\_\_\_\_

**Date of Approval:** \_\_\_\_\_

**Exhibit A**  
**Form of Campus Agreement**

[See Attached]



## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Service Delivery Agreements Between SAISD and Communities in Schools of San Antonio (CIS-SA) for the 2024-2025 SY

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

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

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

**MEETING DATE:** July 15, 2024

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

The Board is requested to approve the Service Delivery Agreements between SAISD and Communities in Schools of San Antonio (CIS-SA) for the 2024-2025 school year. These agreements include services provided to students under the general service delivery agreement and services to students who are school age parents.

The CIS-SA project will provide traditional site-based services in a total of 70 SAISD sites, as illustrated in the SAISD 2024-2025 School List and Cost Share document. As part of this agreement, Communities in Schools will provide access to licensed clinicians at SAISD high schools and middle schools.

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

Be it resolved that the Board approves the Service Delivery Agreements between SAISD and CIS-SA as presented.

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

To be funded with Title I funds in the amount of approximately \$3,557,575.48.

### **IV. 2024 - 2025 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)**

- 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 & Academic Support Services
Board Meeting Date:	July 15, 2024
Agenda Title:	Approval of the Service Delivery Agreements Between SAISD and Communities in Schools of San Antonio for the 2024-2025 SY.
Presenter:	Victoria Bustos, Executive Director, Student & Academic Support Services
Cost and Funding Source:	To be funded with Title I funds in the amount of approximately \$3,557,575.48
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 type="checkbox"/> Attendance <input type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campus Sites	Cost Per Student	Cost Per Teacher	Cost Per Campus
		70			

### SUPPORTING DATA

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

<p>Questions to consider:</p> <p>If a renewal, include historical data that supports the renewal and continued partnership</p> <p>If a new partnership, why are we participating in the new program/partnership?</p>	<p>Is this a renewal?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Communities in Schools of San Antonio provides a vast array of services along the multi-tiered system of support. Universal services for SAISD students include programs like school supply drives, parent/caretaker back to school nights, field trips and attendance incentives. The SAISD Strategic Report Card for CIS can be accessed <a href="#">via this link</a></p> <p>As part of leveraging social and emotional support SAISD will continue the partnership agreement with Communities in Schools of San Antonio at 70 sites for the 2024-2025 SY.</p>
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**SERVICE DELIVERY AGREEMENT  
BY AND BETWEEN  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
as Service Recipient  
AND  
COMMUNITIES IN SCHOOLS OF SAN ANTONIO  
as Service Provider**

This Service Delivery Agreement (as may be amended and supplemented from time to time, the “Agreement”), dated as of May 28, 2024, for the period indicated herein during school year 2024-2025, by and between the **San Antonio Independent School District** (“SAISD” or “Service Recipient”), and **Communities In Schools of San Antonio** (“CIS-SA” or “Service Provider”), a nonprofit corporation located at 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217, sets out to establish the relationships and responsibilities of both parties in the implementation of Campus Agreements, substantially in the form attached hereto as Exhibit A, including Service Delivery Plans thereunder, and certain supplemental projects as may be provided within the Scope of Services with respect to seventy SAISD school campuses (each school campus being an “CIS-SA Project” and all SAISD school campuses being the “CIS-SA Projects”). Dr. Jamie Aquino, Superintendent of Schools, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the SAISD Board of Trustees by his execution of this Agreement. SAISD and CIS-SA shall each be referred to as a “Party” and together, the “Parties.”

WHEREAS it is the intent of the Parties hereto to bring the services and resources contemplated hereunder to the identified school settings in an effort to facilitate the academic and personal success of students experiencing the effects of at-risk environments; and

WHEREAS it is the intent of the Parties hereto to maintain a cooperative, interactive and supportive relationship among and between the Parties for the benefit of the students served;

NOW, THEREFORE, in consideration of the mutual covenants and fees provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree to the following:

A. The Parties mutually agree as follows:

1. **Term; Termination**. The term of this Agreement shall be from August 1, 2024 through July 31, 2025 (the “Term”). This Agreement may be terminated by either Party upon providing written notice to the other Party thirty days in advance of termination. If either Party terminates the Agreement, CIS-SA’s performance obligations shall immediately cease and CIS-SA shall be entitled to receive compensation for services performed and related costs incurred up to the date of termination. If termination occurs in the middle of the payment period, compensation shall be prorated against the monthly payment next due in relation to the services performed and related costs incurred by CIS-SA under this Agreement.

2. **Relationship of the Parties.**

- (a) CIS-SA will approve and assign CIS-SA employees and agency repositioned staff to designated CIS-SA Projects. While assigned to each CIS-SA Project, (i) CIS-SA personnel remain the employees of CIS-SA, (ii) agency repositioned staff remain the employees of the assigning agency, (iii) both CIS-SA employees and agency repositioned staff remain under the direct supervision of the assigned CIS-SA supervisor and (iv) the actions of all CIS-SA employees and repositioned staff are carried out under the auspices of CIS-SA supervisors and the Campus Principal in accordance with the mutually agreed Campus Agreement for the school year. CIS-SA staff shall follow procedures for disciplinary action and grievance outlined in the CIS-SA personnel policies and consistent with state law and SAISD district policy.
- (b) It is understood and agreed that CIS-SA is an independent contractor, that all personnel retained by CIS-SA or assigned by CIS-SA to designated CIS-SA Projects shall not for any purpose be deemed employees or agents of SAISD and that nothing in this Agreement is intended and nothing shall be construed to create an agency, employer/employee, partnership, joint venture or other similar relationship between CIS-SA and SAISD. CIS-SA assumes full responsibility for the actions of CIS-SA personnel while performing any services incident to this Agreement, and CIS-SA shall remain solely responsible for their supervision, daily direction and control, payment of salary, including withholding of income taxes and social security, worker's compensation, disability benefits and like requirements and obligations. In no event shall SAISD be liable for any action of officials, agents, administrators or employees of CIS-SA. CIS-SA will not be required to provide any Services the provision of which would violate any applicable laws, including the Federal Educational Rights and Privacy Act (“FERPA”) and other laws relating to student records and the privacy of personal information of students, or applicable agreements.

3. **Governing Authority; Compliance with Laws.**

- (a) CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, as well as applicable written SAISD policies and regulations that have been provided to CIS-SA, with the condition that more restrictive SAISD policies and regulations (legal and local) have priority application under the terms of this Agreement.
- (b) Both Parties shall follow all applicable federal, state, and local laws and regulations, including laws relating to student records and the privacy of personal information of students, including but not limited to FERPA.

4. **Campus Agreement and Service Delivery Plan.** CIS-SA and each SAISD school

campus may enter into a Campus Agreement, substantially in the form attached hereto as Exhibit A, including Service Delivery Plans thereunder. Pursuant to each Campus Agreement, each semester CIS-SA and the applicable SAISD campus will mutually agree on the scope and implementation of services and resources for the Fall, Spring and Summer semester, which will be documented in a Service Delivery Plan, substantially in the form attached to the Campus Agreement in Exhibit A. CIS-SA will submit, on a per-semester basis, a Service Delivery Plan to the school Principal for review, discussion and approval. The Campus Agreement and Service Delivery Plan will specify the CIS-SA Project activities that are aligned to the individual campus needs and that CIS-SA will undertake in the upcoming semester (the “Services”).

5. **Coordination of Services**. The CIS-SA site staff, the school Principal, and the school’s site-based decision-making committee shall proceed in a joint coordination of Services. Communication between these entities will be ongoing to address case management and other programmatic issues. In order to promote awareness and presence of CIS-SA Services on campus, SAISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or “casual” Friday.

B. CIS-SA agrees to undertake the following:

1. **Scope of Services**. Under this Agreement, “Scope of Services” shall mean CIS-SA’s provision of a range of integrated student support services for identified students including:
  - (a) counseling and/or supportive guidance;
  - (b) education and academic enhancement activities;
  - (c) parental and family involvement activities;
  - (d) health and social service referrals;
  - (e) pre-employment skills training and career awareness activities; and
  - (f) educational and cultural enrichment opportunities.

During state mandated testing, CIS-SA will be available to support the school with student and family issues that may arise. The term “Scope of Services” shall expressly exclude additional duties that are normally assigned to school personnel (administrative, clerical, test prompter/administrator, specific campus assignments or otherwise) and/or are otherwise outside the scope of this Agreement.

2. **Additional Services**. From time to time, SAISD may desire additional services from CIS-SA not specifically addressed herein. Any such additional services shall be requested by SAISD in writing. If CIS-SA, in its sole discretion, agrees to provide such additional services, such additional personnel and resources for the benefit of students will, upon the mutual agreement in writing by the Parties at the time, be considered part of this Agreement (including the Campus Agreement,

Service Delivery Plan or other supplemental project documentation, as applicable) and will thereafter be deemed to be “Services” for the purposes of this Agreement.

3. **Student Case Files.** CIS-SA maintains and retains case files on each assigned student containing all relevant data requisite to the case and to CIS-SA Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, FERPA, and other applicable state and federal law.
4. **CIS-SA Project Oversight.** CIS-SA agrees to provide management, administrative, logistical and technical support to each CIS-SA Project to ensure the success of the CIS-SA Project’s service delivery initiatives. The CIS-SA Site Coordinator, under the supervision of the CIS-SA supervisor and in cooperation with the CIS-SA Management Team (under the direction of the CIS-SA President/CEO and Board of Directors), is responsible for oversight of CIS-SA Project activities.
5. **Reporting Obligations.** CIS-SA shall notify the school Principal, Counselor, and appropriate legal authorities, as per applicable federal, state and local laws, policies and procedures, cases presented to CIS-SA staff that involve the following issues: (a) suicide threats; (b) violent behavior; (c) child abuse or neglect; (d) sexual abuse or harassment; (e) legal custody; or (f) drugs or weapons. The Principal, Counselor and/or other school staff will assume responsibility for handling cases involving the aforementioned issues, however, CIS-SA shall assist in the resolution of any collateral issues when requested by the Principal and/or Counselor, as appropriate.
6. **Data Collection in Emergencies.** To the extent permitted by applicable laws, including in emergency situations, CIS-SA may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. CIS-SA will ensure written consent has been obtained from the student’s parent, guardian or managing conservator to the extent required by Section 38.010 of the Texas Education Code before on-going services are rendered, or as otherwise required by applicable laws, including FERPA.
7. **Background Investigations.** CIS-SA agrees to comply with criminal history background investigations, including school district fingerprint checks, for all agency staff pursuant to Texas Education Code 22.0834 and 22.08341. All volunteers (excluding one-time event volunteers) will also undergo a criminal history check prior to being assigned to a CIS-SA campus. CIS-SA staff will be subject to any other internal security procedures used by SAISD. In the event SAISD’s criminal history check conducted on any CIS-SA employee results in such employee not being able to begin or continue their placement at SAISD due to their criminal history, SAISD shall immediately notify CIS-SA that a criminal history check was conducted and that such employee’s placement is to be terminated on the basis of such criminal history check.

C. SAISD agrees to undertake the following:

1. **Fees.** SAISD will provide \$3,557,575.48 in service delivery fees to CIS-SA, with payments of \$355,757.55, to be made on a monthly basis, over 10 months, from September 1, 2024 to, June 1, 2025, for the Term of this Agreement to Communities In Schools of San Antonio, 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217 (the “Service Delivery Fee”). In the event of a staff vacancy at a campus of two weeks or greater, no Service Delivery Fee for that campus will be due for that month. Invoices are due and payable within 30 days of receiving an invoice. In the event of early termination of this Agreement, the last monthly payment shall be prorated in relation to services rendered and related costs incurred. The SAISD authorized point of contact for all billing and invoicing needs is:

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

2. **Office Space.** SAISD will provide office space with telephone service, access to copy and fax machines, a designated computer, access to available intranet and/or internet capabilities, necessary office furniture, and equipment sufficient to facilitate the efficient delivery of services to students within the CIS-SA Project. In addition, SAISD will provide a secure office space conducive to accommodate confidential services.
3. **Approval of Service Delivery Plans.** Approval of the Fall, Spring and Summer Service Delivery Plans will be made within two weeks of submittal to the school Principal. The CIS-SA Projects will be included in the Campus Improvement Plan.
4. **Campus Crisis Management Team.** Each school Principal shall provide the CIS-SA Site Coordinator with the names and responsibilities of the Campus Crisis Management Team and update that information continually.
5. **Reporting Obligations.**
  - (a) In accordance with state law and SAISD policy, SAISD will investigate and, if required, report to the appropriate authorities any cases presented to SAISD by CIS-SA under Section B.5 of this Agreement. SAISD and CIS-SA agree that nothing contained in this Agreement will create (1) any additional responsibilities to or liabilities for any third party on the part of SAISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either SAISD or CIS-SA.
  - (b) SAISD will notify the CIS-SA Chief Executive Officer of any incident or allegation involving CIS-SA personnel, in addition to any actions taken as required by law or district policy.

- (c) The school Principal and/or designee shall inform the CIS-SA Site Coordinator in writing of any and all developments, policy changes or other issues arising within SAISD or the school that directly affect or have the potential to affect the provisions of this Agreement or the operation of the CIS-SA Project. In addition, CIS-SA Site Coordinators will be trained on all Campus Emergency Response Plans.
6. **Coordination of Services.** The campus Counselor and/or designee will conduct coordination of services meetings to include the CIS-SA Site Coordinators and campus-based entities that provide counseling and social services.
7. **Student Information and Data.** Pursuant to the TEC, §33.154(a)(7)(B), each school district that participates in a CIS program shall provide to the local CIS or developing program necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records be shared with the CIS program and the Texas Education Agency (“TEA”). Such information and data may include records on a student’s academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the local CIS program from the student’s parent or legal guardian. *CIS Site Coordinators, Senior Site Coordinators and Clinical Counselors will access and utilize the SAISD Student Support Communications Tracker for continuity of care and data capture to support SAISD students. Each student contact will be recorded in this SAISD data collection tool.*
8. **FERPA School Official Exemption.** To the extent CIS-SA or CIS-SA staff gather data or records that are considered “education records” under FERPA without written parent consent pursuant to the “school official” exception in FERPA’s implementing regulations at 34 CFR 99.31(a)(1)(i), each school or school district that participates in a CIS program shall appropriately notify parents pursuant to FERPA’s implementing regulations at 34 CFR 99.7. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant application.
9. **CIS-SA Evaluation Tool.** The CIS-SA evaluation tool will be administered by the student’s CIS-SA Site Coordinator during the Term. Parents or guardians will be asked to review and sign a consent form that gives permission for participation in the CIS-SA Program and for their child to complete the evaluation tool. Using a pretest/posttest measure, in addition to other data that CIS-SA may collect during the Term, CIS-SA will evaluate each CIS-SA Project. The evaluation tool will include but is not limited to teacher, guardian, or student self-reports on social and emotional development and behavioral health.
10. **CIS-SA Service Delivery Data.** SAISD may request, and CIS-SA will provide as soon as is practical, overall CIS-SA Project service delivery data for specified periods of time which has been maintained by CIS-SA in formats consistent with its organizational requirements.

Nothing herein shall prohibit SAISD from providing information to CIS-SA without parental permission when not otherwise prohibited under state or federal law or regulation.

This Agreement constitutes the full and total understanding and agreement of the Parties, and any modification, amendment or alteration hereof must be agreed in writing by all Parties hereto.

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the SAISD or CIS-SA in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Agreement is and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The Parties consent to exclusive jurisdiction and venue of state court sitting in Bexar County, Texas.

IN WITNESS WHEREOF, this Agreement is effective on the last Date of Approval shown below.

**COMMUNITIES IN SCHOOLS OF SAN ANTONIO**

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By \_\_\_\_\_  
President/CEO

By \_\_\_\_\_  
Superintendent

**Date of Approval:** \_\_\_\_\_

**Date of Approval:** \_\_\_\_\_

**Exhibit A**  
**Form of Campus Agreement**

[See Attached]



**SAISD Staff Allocation Worksheet  
2024-2025**

Flex	45
MSW-SSC	16
CCW	3

School		Level	No. of Site Coordinat ors
Riverside Park	(new School)	Flex	0.5
ALA Primary	Academy	Flex	0.5
ALA Secondary	Academy	Flex	0.5
Ball	Academy	Flex	1
Beacon Hill	Academy	Flex	0.5
Cotton	Academy	Flex	1
Bowden	Academy	Flex	1
Cameron	Academy	Flex	0.5
Crockett	Academy	Flex	1
Fenwick	Academy	Flex	1
Hawthorne	Academy	Flex	1
Herff	Academy	Flex	1
Irving	Academy	Flex	0.5
Japhet	Academy	Flex	1
Mission	Academy	Flex	1
MLK	Academy	Flex	1
Rogers	Academy	Flex	1
Smith	Academy	Flex	0.5
Twain	Academy	Flex	0.5
Woodlawn	Academy	Flex	1
YMLA	Academy	Flex	0.5
YWLA Primary	Academy	Flex	0.5
YWLA Secondary	Academy	Flex	0.5
Arnold	Elementary	Flex	1
Barkely Ruiz	Elementary	Flex	0.5
Baskin	Elementary	Flex	1
Briscoe	Elementary	Flex	1
Carroll	Elementary	Flex	0.5
Carvajal	Elementary	Flex	0.5
Collins Gardens	Elementary	Flex	1
DeZavala	Elementary	Flex	1
Franklin	Elementary	Flex	0.5
Graebner	Elementary	Flex	1
Highland Hills	Elementary	Flex	1
Hillcrest	Elementary	Flex	1
Hirsch	Elementary	Flex	1
JT Brack	Elementary	Flex	1
Lowell @ Kelly	Elementary	Flex	0.5
Madison	Elementary	Flex	1
Margil	Elementary	Flex	1
Maverick	Elementary	Flex	1
Neal	Elementary	Flex	1

CIS-SA Service Delivery Agreement  
2024-2025

Ogden	Elementary	Flex	0.5
Pershing	Elementary	Flex	0.5
Rodriguez	Elementary	Flex	0.5
Sarah King	Elementary	Flex	1
Schenck	Elementary	Flex	1
Steele	Elementary	Flex	0.5
Stewart	Elementary	Flex	1
Washington	Elementary	Flex	1
Wilson	Elementary	Flex	0.5
Woodlawn Hills	Elementary	Flex	1
Rogers	Middle	Flex	0.5
Brackenridge	High School	Masters	1
Burbank	High School	Masters	1
CAST Med	High School	Masters	0.5
CAST Tech	High School	Masters	0.5
Edison	High School	Masters	1
Highlands	High School	Masters	1
Jefferson	High School	Masters	1
Lanier	High School	Masters	1
Sam Houston	High School	Masters	1
Davis	Middle	Masters	1
Harris	Middle	Masters	1
Hot Wells	Middle	Masters	1
Longfellow	Middle	Masters	1
Poe	Middle	Masters	1
Rhodes	Middle	Masters	1
Tafolla	Middle	Masters	1
Whittier	Middle	Masters	1
TBD	High School	CCW	1
TBD	High School	CCW	1
TBD	High School	CCW	1

Total number of Staff 61

**SERVICE DELIVERY AGREEMENT  
BY AND BETWEEN  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
as Service Recipient  
AND  
COMMUNITIES IN SCHOOLS OF SAN ANTONIO  
as Service Provider**

This Service Delivery Agreement (as may be amended and supplemented from time to time, the “Agreement”), dated as of May 28, 2024, for the period indicated herein during school year 2024-2025, by and between the **San Antonio Independent School District** (“SAISD” or “Service Recipient”), and **Communities In Schools of San Antonio** (“CIS-SA” or “Service Provider”), a nonprofit corporation located at 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217, sets out to establish the relationships and responsibilities of both parties in the implementation of Scope of Work, substantially in the form attached hereto as Exhibit A, including Service Delivery Plans thereunder, and certain supplemental projects as may be provided within the Scope of Services with respect to SAISD school campuses (each school campus being an “CIS-SA Project” and all SAISD school campuses being the “CIS-SA Projects”). Dr. Jaime Aquino, Superintendent of Schools, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the SAISD Board of Trustees by his execution of this Agreement. SAISD and CIS-SA shall each be referred to as a “Party” and together, the “Parties.”

WHEREAS it is the intent of the Parties hereto to bring the services and resources contemplated hereunder to the identified school settings in an effort to facilitate the academic and personal success of students experiencing the effects of at-risk environments; and

WHEREAS it is the intent of the Parties hereto to maintain a cooperative, interactive and supportive relationship among and between the Parties for the benefit of the students served;

NOW, THEREFORE, in consideration of the mutual covenants and fees provided for herein, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree to the following:

A. The Parties mutually agree as follows:

1. **Term; Termination**. The term of this Agreement shall be from October 1, 2024 through September 30, 2025 (the “Term”). This Agreement may be terminated by either Party upon providing written notice to the other Party thirty days in advance of termination. If either Party terminates the Agreement, CIS-SA’s performance obligations shall immediately cease and CIS-SA shall be entitled to receive compensation for services performed and related costs incurred up to the date of termination. If termination occurs in the middle of the payment period, compensation shall be prorated against the monthly payment next due in relation to the services performed and related costs incurred by CIS-SA under this Agreement.

2. **Relationship of the Parties.**

- (a) CIS-SA will approve and assign CIS-SA employees and agency repositioned staff to designated CIS-SA Projects. While assigned to each CIS-SA Project, (i) CIS-SA personnel remain the employees of CIS-SA, (ii) agency repositioned staff remain the employees of the assigning agency, (iii) both CIS-SA employees and agency repositioned staff remain under the direct supervision of the assigned CIS-SA supervisor and (iv) the actions of all CIS-SA employees and repositioned staff are carried out under the auspices of CIS-SA supervisors and the Campus Principal in accordance with the mutually agreed Scope of Work for the school year. CIS-SA staff shall follow procedures for disciplinary action and grievance outlined in the CIS-SA personnel policies and consistent with state law and SAISD district policy.
- (b) It is understood and agreed that CIS-SA is an independent contractor, that all personnel retained by CIS-SA or assigned by CIS-SA to designated CIS-SA Projects shall not for any purpose be deemed employees or agents of SAISD and that nothing in this Agreement is intended and nothing shall be construed to create an agency, employer/employee, partnership, joint venture or other similar relationship between CIS-SA and SAISD. CIS-SA assumes full responsibility for the actions of CIS-SA personnel while performing any services incident to this Agreement, and CIS-SA shall remain solely responsible for their supervision, daily direction and control, payment of salary, including withholding of income taxes and social security, worker's compensation, disability benefits and like requirements and obligations. In no event shall SAISD be liable for any action of officials, agents, administrators or employees of CIS-SA. CIS-SA will not be required to provide any Services the provision of which would violate any applicable laws, including the Federal Educational Rights and Privacy Act (“FERPA”) and other laws relating to student records and the privacy of personal information of students, or applicable agreements.

3. **Governing Authority; Compliance with Laws.**

- (a) CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, as well as applicable written SAISD policies and regulations that have been provided to CIS-SA, with the condition that more restrictive SAISD policies and regulations (legal and local) have priority application under the terms of this Agreement.
- (b) Both Parties shall follow all applicable federal, state, and local laws and regulations, including laws relating to student records and the privacy of personal information of students, including but not limited to FERPA.

4. **Scope of Work and Service Delivery Plan.** CIS-SA and each SAISD school campus may enter into a Scope of Work, substantially in the form attached hereto as Exhibit A, including Service Delivery Plans thereunder. Pursuant to each Scope of Work, each semester CIS-SA and the applicable SAISD campus will mutually agree on the scope and implementation of services and resources for the Fall, Spring and Summer semester, which will be documented in a Service Delivery Plan, substantially in the form attached to the Scope of Work in Exhibit A. CIS-SA will submit, on a per-semester basis, a Service Delivery Plan to the school Principal for review, discussion and approval. The Scope of Work and Service Delivery Plan will specify the CIS-SA Project activities that are aligned to the individual campus needs and that CIS-SA will undertake in the upcoming semester (the “Services”).
5. **Coordination of Services.** The CIS-SA site staff, the school Principal, and the school’s site-based decision-making committee shall proceed in a joint coordination of Services. Communication between these entities will be ongoing to address case management and other programmatic issues. In order to promote awareness and presence of CIS-SA Services on campus, SAISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or “casual” Friday.

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time, be considered part of this Agreement (including the Scope of Work, Service Delivery Plan or other supplemental project documentation, as applicable) and will thereafter be deemed to be “Services” for the purposes of this Agreement.

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1. **Office Space.** SAISD will provide office space with telephone service, access to copy and fax machines, a designated computer, access to available intranet and/or internet capabilities, necessary office furniture, and equipment sufficient to facilitate the efficient delivery of services to students within the CIS-SA Project. In addition, SAISD will provide a secure office space conducive to accommodate confidential services.
2. **Approval of Service Delivery Plans.** Approval of the Fall, Spring and Summer Service Delivery Plans will be made within two weeks of submittal to the school Principal. The CIS-SA Projects will be included in the Campus Improvement Plan.
3. **Campus Crisis Management Team.** Each school Principal shall provide the CIS-SA Site Coordinator with the names and responsibilities of the Campus Crisis Management Team and update that information continually.
4. **Reporting Obligations.**
  - (a) In accordance with state law and SAISD policy, SAISD will investigate and, if required, report to the appropriate authorities any cases presented to SAISD by CIS-SA under Section B.5 of this Agreement. SAISD and CIS-SA agree that nothing contained in this Agreement will create (1) any additional responsibilities to or liabilities for any third party on the part of SAISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either SAISD or CIS-SA.
  - (b) SAISD will notify the CIS-SA Chief Executive Officer of any incident or allegation involving CIS-SA personnel, in addition to any actions taken as required by law or district policy.
  - (c) The school Principal and/or designee shall inform the CIS-SA Site Coordinator in writing of any and all developments, policy changes or other issues arising within SAISD or the school that directly affect or have the potential to affect the provisions of this Agreement or the operation of the CIS-SA Project. In addition, CIS-SA Site Coordinators will be trained on all Campus Emergency Response Plans.
5. **Coordination of Services.** The campus Counselor and/or designee will conduct coordination of services meetings to include the CIS-SA Site Coordinators and campus-based entities that provide counseling and social services.
6. **Student Information and Data.** Pursuant to the TEC, §33.154(a)(7)(B), each school district that participates in a CIS program shall provide to the local CIS or developing program necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records

be shared with the CIS program and the Texas Education Agency (“TEA”). Such information and data may include records on a student’s academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the local CIS program from the student’s parent or legal guardian.

7. **FERPA School Official Exemption.** To the extent CIS-SA or CIS-SA staff gather data or records that are considered “education records” under FERPA without written parent consent pursuant to the “school official” exception in FERPA’s implementing regulations at 34 CFR 99.31(a)(1)(i), each school or school district that participates in a CIS program shall appropriately notify parents pursuant to FERPA’s implementing regulations at 34 CFR 99.7. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant application.
8. **CIS-SA Evaluation Tool.** The CIS-SA evaluation tool will be administered by the student’s CIS-SA Site Coordinator during the Term. Parents or guardians will be asked to review and sign a consent form that gives permission for participation in the CIS-SA Program and for their child to complete the evaluation tool. Using a pretest/posttest measure, in addition to other data that CIS-SA may collect during the Term, CIS-SA will evaluate each CIS-SA Project. The evaluation tool will include but is not limited to teacher, guardian, or student self-reports on social and emotional development and behavioral health.
9. **CIS-SA Service Delivery Data.** SAISD may request, and CIS-SA will provide as soon as is practical, overall CIS-SA Project service delivery data for specified periods of time which has been maintained by CIS-SA in formats consistent with its organizational requirements.

Nothing herein shall prohibit SAISD from providing information to CIS-SA without parental permission when not otherwise prohibited under state or federal law or regulation.

This Agreement constitutes the full and total understanding and agreement of the Parties, and any modification, amendment or alteration hereof must be agreed in writing by all Parties hereto.

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the

SAISD or CIS-SA in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Agreement is and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The Parties consent to exclusive jurisdiction and venue of state court sitting in Bexar County, Texas.

IN WITNESS WHEREOF, this Agreement is effective on the last Date of Approval shown below.

**COMMUNITIES IN SCHOOLS OF SAN ANTONIO**

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By \_\_\_\_\_  
President/CEO

By \_\_\_\_\_  
Superintendent

**Date of Approval:** \_\_\_\_\_

**Date of Approval:** \_\_\_\_\_

**Exhibit A**  
**Form of Scope of Work**

[See Attached]





# CIS-SA Scope of Work

## School Year 2024-2025

**This Teen-Parent Clinical Counseling Program** (the “TP Program”) is made and entered into this 28 day of May 2024, by and between **San Antonio ISD** (hereinafter referred to as “**SAISD**”), and Communities In Schools of San Antonio (hereinafter referred to as “**CIS-SA**”), a nonprofit corporation located at 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217. **SAISD** and CIS-SA are collectively referred to as the “Parties” and individually as a “Party.”

WHEREAS, pursuant to that certain Service Delivery Agreement dated [●], 2024 (the “Agreement”) by and between **SAISD** and CIS-SA, CIS-SA has agreed to provide certain CIS-SA approved services and resources into the identified campus settings to attempt to facilitate the academic and personal success of students experiencing the effects of at-risk environments by providing a range of services to those students upon the terms and conditions set forth therein;

WHEREAS, capitalized terms used in this Project Access and not otherwise defined herein shall have the meanings given such terms in the Agreement; and

WHEREAS, in connection with the Agreement, CIS-SA has agreed to, and **SAISD** desires that CIS-SA, provide or cause to be provided certain Services (as defined below) during the Term (as defined below), upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the covenants set forth below and the benefits to be derived, the Parties agree as follows:

1. Services; Services Standard.
  - (a) Pursuant to the terms of this Agreement, CIS-SA agrees to provide, or cause to be provided, for the benefit of **SAISD** and each CIS-SA Project, the services described in Exhibit A (each category of services, a “Service Category” and all such Service Categories, collectively, the “Services”) during the Term (as defined below).
  - (b) Notwithstanding anything to the contrary contained in this Agreement, CIS-SA shall not have any obligation to: (i) provide any services that do not comport with CIS-SA Standards or (ii) provide any services outside the Scope of Services (as defined under the Agreement).

**Campus Name(s):** VARIOUS

**CIS-SA Staff Name:** Enter text.

**CIS-SA Affiliate Name:** San Antonio

**PROGRAM:** Teen-Parent Clinical Counseling Program

**PROGRAM DESCRIPTION:** The CIS-SA TP Program provides intensive counseling services over the course of the school year to adolescent individuals (both males and females) between the ages of 13 and 19 who are pregnant and/or parenting. This program serves students in five San Antonio area school districts and was established in 2017 through collaboration with the City of San Antonio Metropolitan Health District. Our licensed mental health clinicians who specialize in this program are available to provide counseling services to schools that may or may not have a CIS-SA



# CAMPUS SERVICE DELIVERY PLAN

## AT A GLANCE

### School Year 2024-2025

Site Coordinator assigned to their campus and students referred to the TP Program do not need to be enrolled in CIS-SA prior to being referred to a CIS-SA licensed mental health clinician. The primary objective of the Metro Health Teen Parent Clinical program is to reduce the rate of repeat pregnancies among teenage youth in San Antonio. Another goal of this program is to bring counseling services to students at their school because many of the families CIS-SA works with have a difficult time accessing outside counseling services due to money, transportation, time limitations, lack of adult support, and/or the stigma related to mental health.

#### **SCOPE OF WORK (Project Summary/Abstract):**

***Main Objective: The CIS-SA TP Program’s licensed mental health clinicians have a caseload of at least 20 students and 200 counseling sessions per school year.***

***Program Activities:*** The TP Program creates a cohesive system of mental healthcare for students, expanding access to counseling services by connecting social workers and community health providers to youth and families directly in school. CIS-SA’s licensed mental health clinicians’ partner with a school Point of Contact (POC) such as a CIS-SA Site Coordinator, school counselor, Family Engagement Coordinator, school administrator, etc. who work on-campus daily to identify high-risk youth and provide interventions tailored to their specific needs. Prior to submitting a referral, POC’s must make initial parent/guardian and student contact to introduce Communities In Schools of San Antonio and the TP counseling program and to collect verbal confirmation that the parent/guardian and student are interested in participating. Once verbal consent is received, POC’s will submit an Internal or Outside Agency Referral form from the CIS-SA database to the TP counselor before any clinical services may begin. Students are typically referred to clinical services who demonstrate warning signs of underlying mental health issues, from mood and behavioral changes to difficulty concentrating, intense feelings and harmful behavior. This program shall address personal, familial, or economic challenges that may impede the student’s academic or mental health and wellness. All clinical staff are trained in Dialectical Behavior Therapy (DBT), a structured, skills-based therapy that is highly effective in helping students dealing with suicidal ideation, drug use and trauma. Counseling sessions may be in person, by telephone, or through virtual, HIPPA compliant, meeting platforms. Additionally, although our clinical staff typically work independently with their unique caseloads, when a crisis or tragedy occurs on a school campus, then our whole clinical team will deploy to the campus for a period of time to help both adults and students recover from the trauma they have experienced.

***All programs and services are provided free of charge.***

#### **SERVICE PLAN:**

Describe the program’s service plan and hours of operation.

CIS-SA employs full-time, dedicated staff members – licensed mental health clinicians – to facilitate the following program services: Referral coordination and management, Intake and Assessment, Creation of Treatment Plan, Delivery of Student Sessions, Home Visits and Guardian Sessions, Monitoring and Adjustment of Services, and Evaluation.

Service Hours: M – F 8:00am – 4:30pm; occasional weekend and after-school hours

#### **TARGET POPULATION:**

62



## CIS-SA Scope of Work

### School Year 2024-2025

CIS-SA will recruit and accept referrals for female and male clients who are currently or have even been pregnant or parenting adolescents, ages 13 to 19 per Agreement term, who are enrolled in an SAISD school, regardless of insurance status.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of Package 1 Guaranteed Maximum Price Related to the 2020 Bond Project at Highland Hills Elementary School

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

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

**PRESENTER:** Yvonne Little, Senior Executive Director for Construction & Development Services

**MEETING DATE:** July 15, 2024

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

The Board is requested to approve the [Guaranteed Maximum Price \(GMP\) 1](#) Package for the 2020 Bond project at Highland Hills Elementary. This package includes grading, utility connections, temporary CPS relocation for construction activities, early procurement of long lead items, switchgear, chillers, and allowances for concrete and steel. The GMP 1 Package was prepared by the Construction Manager Satterfield and Pontikes, General Contractors and was based on construction documents prepared by Huckabee, LLC, Architecture.

### II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the Guaranteed Maximum Price for GMP 1 Package for the 2020 Bond project at Highland Hills Elementary to Satterfield and Pontikes General Contractors and authorizes the Superintendent or his designee to negotiate and execute all associated contracts.

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

To be funded through Bond 2020 Funds 661-81-6629-00-134-99-M-10

CMAR GMP1 Package	\$10,816,241.00
Owner's Contingency	\$278,275.00
<b>Project Grand Total</b>	<b>\$11,094,516.00</b>

### IV. 2024 - 2025 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.

**Minutes of Special Board Meeting  
San Antonio Independent School District Board of Trustees  
Monday, June 10, 2024**

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NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Special Board Meeting of the Board of Trustees of the San Antonio ISD was held on Monday, June 10, 2024, beginning at 5:34 p.m., 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 6 Absent 1

1. Mrs. Christina Martinez
2. Ms. Alicia Sebastian
3. Mr. Arthur Valdez
4. Mr. Ed Garza – joined Zoom webinar at 5:38 p.m.
5. Ms. Leticia Ozuna
6. Mrs. Sarah Sorensen – absent
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 - 30-minute total time limit for this item *(Please note: Public comments are limited to items on the posted agenda.)*

***For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.***

1. Nasir Salaam, MIMs Institute
2. Alejandra Lopez, San Antonio Alliance
3. Adrian Reyna, San Antonio Alliance

**2. Approval of General Pay Increase and other Compensation Enhancements**

Motion by Mrs. Torres to approve the general pay increase and other compensation enhancements, as presented. Second by Ms. Sebastian. This item was approved by a vote of 6-0 with Mrs. Sorensen being absent

**3. Adjournment**

A. Mrs. Martinez adjourned the meeting at 6:53 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Special Board Meeting of the Board of Education of the San Antonio Independent School District held on Monday, June 10, 2024 were duly approved at a meeting held on July 15, 2024.

**ATTEST:**

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

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

**Minutes of Public Hearing  
San Antonio Independent School District Board of Trustees  
Monday, June 24, 2024**

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NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Public Hearing of the Board of Trustees of the San Antonio ISD was held on Monday, June 24, 2024, beginning at 5:36 p.m., 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
3. Mr. Arthur Valdez
4. Mr. Ed Garza
5. Ms. Leticia Ozuna
6. Mrs. Sarah Sorensen
7. Mrs. Stephanie Torres – arrived at 5:47 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 - 30-minute total time limit for this item (*Please note: Public comments are limited to items on the posted agenda.*)

**2. Public Hearing to Discuss the 2024-2025 Budget and Proposed Tax Rate**

This was a discussion-only item. No action was required.

***For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.***

1. Jason Mims, MIMs Institute
2. Nasir Salaam, MIMS Institute
3. Heather Eichling, Youth Do Vote

**3. Adjournment**

A. Ms. Martinez adjourned the meeting at 6:47 p.m.

**MINUTES APPROVED**

The foregoing minutes of the Public Hearing of the Board of Education of the San Antonio Independent School District held on Monday, June 24, 2024 were duly approved at a meeting held on July 15, 2024.

**ATTEST:**

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

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

**Minutes of Board Business Meeting  
San Antonio Independent School District Board of Trustees  
Monday, June 24, 2024**

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NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Business Meeting of the Board of Trustees of the San Antonio ISD was held on Monday, June 24, 2024, beginning at 6:48 p.m., 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
  - 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  
*For details regarding their comments, please refer to the video recording for this meeting located at [www.saisd.net](http://www.saisd.net) on the SAISD Board Page.*
  - 1. Jason Mims, MIMs Institute

**2. Governance**

- A. Supporting Excellent Schools in Every Neighborhood (Goals 1 & 2): Preliminary 2024 STAAR 3-8 & EOC Performance Report and EOY MAP Results  
This was a discussion-only item. No action was required.
- B. Presentation of SEAD Annual Survey Data and Pilot Survey Data  
This was a discussion-only item. No action was required.
- C. Approval of Final Amended Budget for Fiscal Year 2023-2024  
Motion by Mr. Valdez; seconded by Ms. Ozuna; approved by a vote of 7-0 with all board members present.
- D. Adoption of the 2024-2025 San Antonio Independent School District Budget  
Motion by Mrs. Sorensen to adopt the 2024-2025 SAISD Budget as proposed. Seconded by Ms. Sebastian; approved by a vote of 7-0 with all board members present.
- E. Approval of SAISD's Annual Call for Quality Schools  
Motion by Mrs. Sebastian to approve the replication of a CAST Network campus to address the Advanced Learning Academy waitlist. Seconded by Ms. Ozuna; approved by a vote of 7-0 with all board members present.
- F. Update on Always Learning Implementation  
This was a discussion-only item. No action was required.
- G. Operations Division Presentation on the Development of Key Performance Indicators (KPI's)  
This was a discussion-only item. No action was required.
- H. Approval of the Proposed SAISD 2024-2025 Internal Audit Plan  
Motion by Mr. Garza; seconded by Mrs. Torres; approved by a vote of 7-0 with all board members present.

- I. Submission by Trustees of the Executed Affidavits Affirming Review and Understanding of the SAISD's Code of Ethics  
This was a discussion-only item. No action was required.

### 3. Consent Agenda

Motion by Mrs. Martinez; second by Ms. Ozuna; approved by a vote of 7-0 with all board members present. (This vote relates to the items listed under this section.)

- A. Approval to Submit Application to the Texas Education Agency (TEA) for Attendance Waivers for Missed School Days for the 2023-2024 School Year
- B. Approval For Student Travel for Edison High School to Costa Rica
- C. Approval of 2B Package Guaranteed Maximum Price Related to the 2020 Bond Project at Brackenridge High School
- D. Approval of Guaranteed Maximum Price Related to the 2020 Bond Project at Fox Tech High School
- E. Approval of the Quarterly Investment Report, January 2024 – March 2024
- F. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards
- G. Approval of Minutes for the following meetings:
  1. May 13, 2024 Board Business Meeting
  2. May 20, 2024 Special Board Meeting
  3. May 22, 2024 Special Board Meeting

### 4. Closed Session

- A. Mrs. Martinez convened the Board in Closed Session at 10:38 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 12:45 a.m. on Tuesday, June 25, 2024 and took appropriate action on items discussed in Closed Session. The items are listed below.
  1. Consultation with attorney and discussion regarding status of Cause No. 2017CI-15803; San Antonio Independent School District vs. Lexington Insurance Company, McLarens, Inc. William J. Adams, & Frost Insurance Agency, Inc., In the 150th District Court of Bexar County, Texas. (TGC 551.071)  
No action taken.
  2. Consultation with legal counsel and discussion regarding status of Candace Smith, Indiv. and a/n/f CEC, a Minor v. San Antonio Independent School District; Civil Action No. 5:24-cv-00019-JKP in the U.S. District Court for the Western District of Texas (TGC 551.071)  
Motion by Mr. Valdez to approve the recommendation of District counsel as presented and authorize counsel to proceed as discussed in closed session. Seconded by Mrs. Torres; approved by a vote of 7-0 with all board members present.
  3. Consider extending the time to reconvene consideration of the Level III Grievance of Brianna Christian until August 31, 2024 and consult with attorney on matter (TGC 551.071 and TGC 551.074)  
Motion by Mr. Valdez to approve extending the time to reconvene consideration of the Level III Grievance of Brianna Christian until August 31, 2024. Seconded by Mrs. Sorensen; approved by a vote of 7-0 with all board members present.
  4. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Senior Executive Director, Disability Services, subject to the Superintendent's authority to reassign. (TGC 551.074)  
Motion by Mr. Valdez to I move to approve the hiring of Lisa Franke for the position of Senior Executive Director, Disability Services, subject to the Superintendent's authority to reassign. Seconded by Mrs. Torres; approved by a vote of 7-0 with all board members present.
  5. 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.

6. 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.
7. 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.
8. Discussion regarding the evaluation of the Chief Internal Auditor. (TGC 551.074)  
No action taken.
9. Consultation with legal counsel and discussion regarding Intruder Detection Audits, that are confidential pursuant to Texas Education Code Section 37.1084(d) and Texas Government Code Sections 552.101 and 552.116. (TGC 551.071 and TGC 551.076)  
No action taken.
10. Consultation with legal counsel regarding physical plant and related issues. (TGC 551.071)  
No action taken.

**5. Adjournment**

- A. Mrs. Martinez adjourned the meeting at 12:45 a.m. on Tuesday, June 25, 2024.

**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, June 24, 2024 were duly approved at a meeting held on July 15, 2024.

**ATTEST:**

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

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