



# San Antonio Independent School District

141 Lavaca Street • San Antonio, TX 78210 • (210) 554-2200 • www.saisd.net

Citizens may view and listen to the open session portion of the meeting by a free videoconference link that will be posted on the District's website approximately one hour prior to the start of the meeting. Citizens who wish to address the Board during the Citizens' Presentation section of the meeting may do so, but must first sign up by emailing board@saisd.net no later than 24 hours prior to the start of the meeting. Please include your name, address, phone number, and a written statement of your comments, and specify the item on the posted open session agenda to which you will address your comments. Written statements not addressing an item on the agenda will not be read but will be forwarded to the Trustees for their review. PLEASE GO TO SAISD.NET AND CLICK ON THE "BOARD" CATEGORY AT THE TOP OF THE PAGE. THAT WILL TAKE YOU TO THE BOARD'S PAGE. ONCE THERE, PLEASE CLICK ON "CITIZENS' COMMENT." THAT WILL TAKE YOU TO THE SECTION OF THE BOARD'S PAGE THAT WILL EXPLAIN IN DETAIL HOW CITIZENS MAY ADDRESS THE BOARD.

## BOARD BUSINESS MEETING A

Tuesday, March 16, 2021

5:30 PM

Zoom Webinar

### AGENDA

#### 1. Call to Order

##### A. Meeting Called to Order

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

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

- a. Mrs. Patti Radle
- b. Mr. Arthur Valdez
- c. Ms. Debra A. Guerrero
- d. Mr. Ed Garza
- e. Mr. Steve Lecholop
- f. Mrs. Christina Martinez
- g. Mrs. Alicia M. Perry

##### 2. Recording of Superintendent Present

- a. Mr. Pedro Martinez

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

### BOARD OF TRUSTEES

|                                  |                           |                             |                                |
|----------------------------------|---------------------------|-----------------------------|--------------------------------|
| Patti Radle, President           | Debra Guerrero, Secretary | Steve Lecholop, Trustee     | Alicia Perry, Trustee          |
| Arthur V. Valdez, Vice President | Ed Garza, Trustee         | Christina Martinez, Trustee | Pedro Martinez, Superintendent |

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

|           |   |     |
|-----------|---|-----|
| 4.        | Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."  |     |
|           | B. Citizens' Presentations - 60-minute total time limit for this item   |     |
| <b>2.</b> | <b>Recognitions</b>   |     |
|           | A. Recognition of the 2021 College Board Counselor Recognition Program Recipients   | 5   |
|           | B. Approval of the Resolution in Recognition of SAISD School Social Workers for National Social Work Month 2021   | 7   |
|           | C. Approval of the Resolution in Recognition of the 25th Annual Cesar E. Chavez March for Justice on March 27, 2021   | 9   |
|           | D. Approval of the Resolution in Recognition of "National Library Week" and "National School Librarian Day"   | 12  |
| <b>3.</b> | <b>Governance</b>   |     |
|           | A. Update on SAISD's Response to the Ongoing COVID-19 Crisis and Associated Expenditures  | 15  |
|           | B. Overview of the 2021-2022 Projected Student Enrollment and Preliminary Discussions on the 2021-2022 Budget Process   | 16  |
|           | C. Presentation on the Annual Call for Quality Schools 3.0, including Proposed In-District Charter Applications, Performance Contracts, and Senate Bill 1882 Partnership Agreements   | 17  |
|           | D. Approval of the Proposed Board Policy FNCF (LOCAL) – Student Conduct, Alcohol and Drug Use   | 18  |
|           | E. Approval of Revisions to Board Policy EHBB (LOCAL) and the Adoption of Board Policies FFB (LOCAL); FFBA (LOCAL); and FFG (LOCAL)   | 20  |
|           | F. Approval to Delete Local Board Policies EFD, EHBL, FMF, FMG, and FNC   | 33  |
| <b>4.</b> | <b>Consent Agenda</b>   |     |
|           | A. Approval of the Partnership Agreement with Public Montessori in Action International and Performance Contracts and In-District Charter Applications for Rodriguez Montessori Elementary School and Steele Montessori Academy | 41  |
|           | B. Approval of the Partnership Agreement with University of Texas at San Antonio and Performance Contracts for Bonham Academy, Irving Dual Language Academy, and Twain Dual Language Academy                                    | 155 |
|           | C. Approval of In-District Charter Application and Performance Contract for Edgar Allen Poe STEM Dual Language Middle School  | 190 |
|           | D. Approval of the Ratification of the Memorandum of Understanding (MOU) Between SAISD and SA Threads   | 234 |
|           | E. Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas State University for College Enrollment, Persistence, and Completion Initiatives   | 239 |

## BOARD OF TRUSTEES

|                                  |                           |                             |                                |
|----------------------------------|---------------------------|-----------------------------|--------------------------------|
| Patti Radle, President           | Debra Guerrero, Secretary | Steve Lecholop, Trustee     | Alicia Perry, Trustee          |
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|   |     |
|---|-----|
| F. Approval of the Renewal of the Memorandums of Understanding (MOUs) Between SAISD and the Alamo Colleges District for the Early College High School (ECHS) Program  | 246 |
| G. Approval of the Memorandum of Understanding (MOU) Between SAISD and Acadian Ambulance Service to Provide Medical Director Services   | 347 |
| H. Approval of the Clinical Affiliation Agreement Between SAISD and the City of Leon Valley, a Texas Municipal Corporation, by and through the City of Leon Valley Fire Department and San Antonio Emergency Medical Training | 351 |
| I. Approval of the Memorandum of Understanding (MOU) Between SAISD and Rays of Freedom  | 359 |
| J. Approval of Monthly Budget Reports and Amendments for March 2021   | 363 |
| K. Approval of the Quarterly Investment Report for the Period of October 2020 to December 2020  | 371 |
| L. Approval of Request for Waiver of Penalty and Interest   | 403 |
| M. Approval of the Continuing Purchase of Electronic Whiteboards, Interactive Displays and Audio-visual Technology Equipment including Services   | 405 |
| N. Approval of the Texas Emissions Reduction Plan (TERP) Texas Clean Fleet Program (TCFP) Grant   | 407 |
| <b>5. Closed Session</b>  |     |
| A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074)  |     |
| 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)   |     |
| 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) |     |
| B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.   |     |
| <b>6. Adjournment</b>   |     |
| 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,

**BOARD OF TRUSTEES**

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

## BOARD OF TRUSTEES

|                                  |   |                           |   |                             |   |                                |
|----------------------------------|---|---------------------------|---|-----------------------------|---|--------------------------------|
| Patti Radle, President           | : | Debra Guerrero, Secretary | : | Steve Lecholop, Trustee     | : | Alicia Perry, Trustee          |
| Arthur V. Valdez, Vice President | : | Ed Garza, Trustee         | : | Christina Martinez, Trustee | : | Pedro Martinez, Superintendent |

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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Recognition of the 2021 College Board Counselor Recognition Program Recipients

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

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

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

**MEETING DATE:** March 16, 2021

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

The Board is requested to recognize the 2021 College Board Counselor Recognition Program recipients. The College Board Counselor Recognition Program honors innovative middle and high school counselors who go the extra mile to expand opportunity for students. This year, SAISD honors four school counselors for their recognition by the College Board. The work of these counselors exemplifies creativity and innovation. Each of the following professionals ensures equity and student success for both academic coursework and postsecondary options. The following SAISD counselors will have their individual profile posted on the official College Board Counselor Recognition Program website:

- Marisa De La Cerda, Lead Counselor at Fox Tech High School
- Esperanza Garza, Lead Counselor at Thomas Jefferson High School
- Silvia Holguin, Lead Counselor at Luther Burbank High School
- Jessica Cavazos, 7<sup>th</sup> grade Counselor at Henry Wadsworth Longfellow Middle School

The Board and Superintendent congratulate these counselors for their hard work and support to SAISD students.

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

N/A

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

N/A

### **IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

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

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Resolution in Recognition of SAISD School Social Workers for National Social Work Month 2021

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

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

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

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the Resolution in recognition of SAISD School Social Workers for National Social Work Month 2021. The National Association of Social Workers (NASW) officially recognized March 2021 as National Social Work Month. School Social Work Week was March 1-5, 2021. This year's theme was "Social Workers are Essential." This year, the District would like to highlight 40 SAISD Social Workers for their invaluable contributions toward helping children succeed academically and for assisting families with access to services during the pandemic.

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

Resolved that the Board approve the Resolution in recognition of SAISD School Social Workers for National Social Work Month 2021, as presented.

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

N/A

### **IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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



**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
RESOLUTION TO DECLARE MARCH 2021 AS  
“NATIONAL SOCIAL WORKER MONTH”**

**WHEREAS**, March 2021 is declared as “National Social Worker Month” to recognize the value of Social Workers;

**WHEREAS**, the San Antonio Independent School District believes Social Workers are committed to preparing our students for an ever-changing world, by providing help in times of crisis and empowering people to live to their fullest potential;

**WHEREAS**, Social Workers have worked with families and students throughout the pandemic to ensure students reach their full academic and personal potential;

**WHEREAS**, Social Workers have helped this nation live up to its values by successfully advocating for equal rights for all people, no matter their race, sexual identity, gender, gender expression, culture, or religion;

**WHEREAS**, this year’s National Social Worker Month theme, “Social Workers Are Essential,” embodies the heroic contributions of the Social Work profession to our nation, including the work Social Workers have done to heal our nation during these times of pandemic, racial unrest, economic uncertainty and political divisiveness; and

**NOW, THEREFORE, BE IT RESOLVED** that we, the Board of Trustees of the San Antonio Independent School District, join the National Association of Social Workers in proclaiming March 2021 as "National Social Worker Month"

Approved and adopted March 16, 2021, by the  
SAISD Board of Education San Antonio, Texas

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Patti Radle, President

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Debra A. Guerrero, Secretary

**SAISD BOARD AGENDA  
SUMMARY FORM**

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**AGENDA TITLE:** Approval of the Resolution in Recognition of the 25<sup>th</sup> Annual Cesar E. Chavez March for Justice on March 27, 2021

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

**REQUESTED BY:** Patti Radle, Board President

**PRESENTER:** Patti Radle

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the resolution in recognition of the 25<sup>th</sup> Annual Cesar E. Chavez March for Justice on March 27, 2021.

This year marks the 25<sup>th</sup> anniversary of the annual March in San Antonio as well as the 55<sup>th</sup> anniversary of Cesar Chavez’s historic 350-mile pilgrimage from Delano to Sacramento in support of farm workers in America. In prior years, the March would begin at the corner of Guadalupe and S. Brazos Streets and end at Cesar Chavez Boulevard near Hemisfair Plaza. Due to COVID-19 concerns, the March will be held virtually. This year’s theme is “Continuing the Spirit of La Causa and Honoring the Farm Worker”. The virtual event will showcase 25 years of history of the Cesar E. Chavez March in San Antonio. SAISD students’ families, staff and community members are invited to participate in this year’s virtual March and festivities.

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

Resolved that the Board approve the resolution in recognition of the 25<sup>th</sup> Annual Cesar E. Chavez March for Justice on March 27, 2021.

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

N/A

**IV. 2020-2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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



**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT RESOLUTION IN  
RECOGNITION OF THE 25<sup>th</sup> ANNUAL CESAR E. CHAVEZ MARCH FOR JUSTICE  
ON MARCH 27, 2021**

WHEREAS, March 2021 marks the 55<sup>th</sup> Anniversary of Cesar E. Chavez's historic 350-mile pilgrimage from Delano to Sacramento, which drew national attention to the plight of farm workers in America;

WHEREAS, this year marks the 25<sup>th</sup> Anniversary of the Cesar E. Chavez March for Justice in San Antonio;

WHEREAS, Chavez, who was born on March 31, 1927, in Yuma, Arizona;

WHEREAS, Chavez founded the National Farm Workers of America in 1962 and for more than three decades led the first successful farm workers union in American history, achieving dignity, respect, fair wages, medical coverage, pension benefits, and humane living conditions, as well as countless other rights and protections for hundreds of thousands of farm workers;

WHEREAS, Chavez led successful strikes and boycotts that resulted in some of the first industry-wide labor contracts in the history of America. His efforts also gained the farmers protection through the American Agricultural Labor Relations Act;

WHEREAS, Chavez was a strong believer in the principles on non-violence practiced by Mahatma Gandhi and Dr. Martin Luther King, Jr., and effectively employed peaceful tactics such as fasts, boycotts, strikes and pilgrimages;

WHEREAS, Chavez was a great humanitarian and communicator who influenced and inspired millions of Americans to seek social justice and civil rights for the poor and disenfranchised in our society by uniting a diverse and extraordinary national coalition of students, middle-class consumers, trade unionists, religious groups, and minorities; and

WHEREAS, Chavez passed away on April 23, 1993, in San Luis, Arizona but his legacy lives on through those whose lives he has touched and inspired;

WHEREAS, the late Jaime P. Martinez, met Cesar E. Chavez in the late 60's and was inspired to share the teachings of Chavez and the Spirit of La Causa with others;

WHEREAS, the Cesar E. Chavez Legacy & Educational Foundation (CECLEF) was formalized as a 501(c)(3) non-profit in February 1996, whose mission is to honor and preserve the life and

legacy of Cesar Chavez through community and educational outreach efforts such as providing college scholarships for high school seniors, provide for families at the annual Jaime P. Martinez Thanksgiving in the Barrio event, and bringing the community together for its annual Cesar E. Chavez March for Justice;

WHEREAS, the theme of the 2021 virtual celebration is “Continuing the Spirit of La Causa and Honoring the Farm Worker”. This year’s March will showcase the “Si Se Puede Spirit” by highlighting those people, places and events that helped to create this annual tradition; and

**NOW, THEREFORE, BE IT RESOLVED** that we, the Board of Trustees of the San Antonio Independent School District recognize the many contributions of Cesar E. Chavez and proudly support the 25<sup>th</sup> Annual Cesar E. Chavez March for Justice on March 27, 2021 and the efforts of the Cesar E. Chavez Legacy and Educational Foundation. We encourage SAISD students, staff and community members to participate in this year’s March and activities.

**Adopted March 16, 2021**

**By the Board of Trustees of the San Antonio Independent School District**

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**Patti Radle**  
**President**

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**Debra A. Guerrero**  
**Secretary**

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Resolution in Recognition of “National Library Week” and “National School Librarian Day”

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

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

**PRESENTER:** Rebecca Landa, Executive Director, Educational Technology and Extended Learning

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the Resolution in Recognition of “National Library Week” beginning on April 4 through April 10, 2021 and “National School Librarian Day” on April 4, 2021. Established by the American Library Association (ALA) in 1958, “National Library Week” is a time to highlight the essential role libraries, librarians, and library workers play in transforming lives and strengthening communities. This year’s theme is “Welcome to your Library,” which promotes the idea that libraries extend far beyond the four walls of a building and that everyone is welcome to use their services. Whether people visit virtually or in person, libraries are accessible and inclusive places that foster a sense of belonging and community through learning, discovery, and exploration. Since COVID-19, SAISD libraries have assisted families with the District’s digital transition of 1:1 devices, and digital tools and resources. In collaboration with internal and external partners, Library Media Services has launched Districtwide book clubs and Rolling Readers. In addition, SAISD now seamlessly connects students directly to age-appropriate curated materials via the San Antonio Public Library through our Single Sign-on. As a result of these initiatives, in 2020-2021, students have logged in over 410,000 times to access digital collections and have received more than 45,000 free print books.

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

Resolve that the Board approves the resolution in recognition of “National Library Week” beginning April 4 through April 10, 2021 and “National School Librarian Day” on April 4, 2021 as presented.

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

N/A

### **IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

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

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

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



**Resolution in Recognition of “National Library Week” on April 4-10, 2021 and “National School Librarian Day” on April 4, 2021**

*Whereas*, libraries of all types are at the heart of their cities, towns, and schools, serving their communities;

*Whereas*, libraries are accessible and inclusive places that foster a sense of belonging and community;

*Whereas*, today’s libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources;

*Whereas*, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

*Whereas*, libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content, maker space and educational programs;

*Whereas*, in times of crisis, libraries, librarians, and library workers play an invaluable role in supporting their communities both in person and virtually;

*Whereas*, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons, including access to hotspots and devices;

*Whereas*, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

*Whereas*, libraries have long served as trusted and treasured institutions for all members of the community;

*Whereas*, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week; and

***Now, therefore be it resolved*** that the Board of Trustees of the San Antonio Independent School District joins the American Library Association in proclaiming April 4-10, 2021 as “National Library Week” and April 4, 2021 as “National School Librarian Day”.

--Adopted March 16, 2021

By the **San Antonio Independent School District Board of Education**  
San Antonio, Texas

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Patti Radle, President

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Debra A. Guerrero, Secretary

## SAISD BOARD AGENDA SUMMARY FORM

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

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

**REQUESTED BY:** Pedro Martinez, Superintendent

**PRESENTER:** Pedro Martinez  
                             Patti Salzman, Deputy Superintendent

**MEETING DATE:** March 16, 2021

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

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

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

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

N/A

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

N/A

### **IV. 2020-2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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**SAISD BOARD AGENDA SUMMARY FORM**

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**AGENDA TITLE:** Overview of the 2021-2022 Projected Student Enrollment and Preliminary Discussions on the 2021-2022 Budget Process

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

**REQUESTED BY:** Pedro Martinez, Superintendent

**PRESENTER:** Pedro Martinez  
Theresa Urrabazo, Senior Executive Director, Accountability, Research, Evaluation, & Testing  
Larry A. Garza, Associate Superintendent, Financial Services and Business Operations

**MEETING DATE:** March 16, 2021

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

The Board will receive an overview of the 2021-2022 projected student enrollment and begin preliminary discussions of the 2021-2022 budget process. During the discussion, the Board will also review the recommended budget priorities for next school year. This is a discussion-only item. No action is required.

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

N/A

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

N/A

**IV. 2020-2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Presentation on the Annual Call for Quality Schools 3.0, including Proposed In-District Charter Applications, Performance Contracts, and Senate Bill 1882 Partnership Agreements**

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

**REQUESTED BY:** Pedro Martinez, Superintendent

**PRESENTER:**        Mohammed Choudhury, Chief Strategy, Talent, and Innovation Officer

**MEETING DATE:** March 16, 2021

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

The Board will receive a presentation on the District’s Annual Call for Quality Schools 3.0, the District’s annual process to request and approve proposals from current campus leaders to redesign existing schools and develop new school models in the form of in-district charter schools. The presentation will describe the Annual Call process and timeline, and the support provided by the Office of Innovation. The Board will also receive a description of the schools seeking approval for a new or revised in-district charter, as well as the schools that are seeking to partner with mission-aligned organizations to form Senate Bill 1882 partnerships.

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

N/A

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

N/A

**IV. 2020–2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Proposed Board Policy FNCF (LOCAL) – Student Conduct, Alcohol and Drug Use

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

**REQUESTED BY:** Christina Martinez, Chair of Governance Committee and Board Member

**PRESENTER:**        Willie Burroughs, Chief Operations Officer  
                         Pablo Escamilla, Escamilla & Poneck, LLP

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the proposed Board Policy FNCF (LOCAL) – Student Conduct, Alcohol and Drug Use. Currently, SAISD, as is the case with most other inner-city school districts in Texas, has not adopted a FNCF (LOCAL) policy. The purpose for the creation of this policy is to bring clarity and give direction to SAISD staff on addressing protests to new requests for liquor licenses or renewal of existing licenses. FNCF (LOCAL) will relate to liquor license protests directed at applicants whose establishments are, or may be, located within the prohibited three hundred (300) feet of an SAISD school.

The policy language will temporarily remain under FNCF. Staff is currently working with TASB to identify a more congruent title under which to place the newly proposed language. The title, whether currently existing or newly created, will be taken to the Governance Committee for its consideration and recommendation to the Board for later deliberation and action.

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

Resolve that the Board approve the proposed Board Policy FNCF (LOCAL) – Student Conduct, Alcohol and Drug Use as presented.

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

N/A

### **IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

**Protest**

SAISD shall protest an application for a variance from the City of San Antonio (“COSA”) for the sale of alcoholic beverages by an establishment that is proposing to sell alcoholic beverages for on-premise or off-premise consumption and is located within three hundred feet (300) of any of its schools unless the following conditions are met:

1. The sale of alcoholic beverages is to be limited to restaurants.
2. All alcoholic sales are for on-premise consumption.
3. The authorization for the sale of alcoholic beverages shall not transfer to different owners or land uses.
4. That such authorization shall terminate in the event of non-operation or non-use of the identified establishment for a period of twelve (12) or more successive calendar months.
5. No more than thirty (30) percent of annual gross revenues are generated by the sale of alcoholic beverages as verified by the COSA.
6. There are no other unanticipated circumstances that might negatively impact any of SAISD’s students, student’s parents or guardians, staff, patrons or property.

**Adoption or Last Amended Date**

This policy is effective as of its adoption date of [insert date adopted by board].

**SAISD BOARD AGENDA SUMMARY FORM**

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**AGENDA TITLE:** Approval of Revisions to Board Policy EHBB (LOCAL) and the Adoption of Board Policies FFB (LOCAL); FFBA (LOCAL); and FFG (LOCAL)

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

**REQUESTED BY:** Christina Martinez, Trustee and Chair of Board Governance Committee

**PRESENTER:**        Tiffany Grant, Chief of Staff and Diversity Officer  
                              Julissa Herrera, Director, Policies and Procedures

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the revision of Board Policy EHBB (LOCAL) Special Programs: Gifted and Talented Students. The Board is also requested to approve the adoption of Board Policies FFB (LOCAL) Student Welfare: Crisis Intervention; FFBA (LOCAL) Crisis Intervention: Trauma-Informed Care; and FFG (LOCAL) Student Welfare: Child Abuse and Neglect.

| Code | Description                                    | Recommendation  |
|------|--|---|
| EHBB | Special Programs: Gifted and Talented Students | Recommended revisions by TASB provide for a policy regarding the use of funds and an annual reporting requirement to TEA discussing the efficiency of the services offered to Gifted and Talented students. |
| FFB  | Student Welfare: Crisis Intervention           | TASB has recommended the adoption of this policy to address threat assessment and safe and supportive team.   |
| FFBA | Crisis Intervention: Trauma-Informed Care      | TASB has recommended the adoption of this policy to address access to and communication of counseling options for District stakeholders and the training required for certain District employees.           |
| FFG  | Student Welfare: Child Abuse and Neglect       | TASB has recommended the adoption of this policy to address child sexual abuse, trafficking and maltreatment, as well as reporting requirements for child abuse and neglect.                                |

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

Resolved that the Board approve the revisions to Board Policy EHBB (LOCAL) Special Programs: Gifted and Talented Students; as well as approve the adoption of Board Policies FFB (LOCAL) Student Welfare: Crisis Intervention; FFBA (LOCAL) Crisis Intervention: Trauma-

Informed Care; and FFG (LOCAL) Student Welfare: Child Abuse and Neglect, as presented.

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

N/A

**IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

SPECIAL PROGRAMS  
GIFTED AND TALENTED STUDENTS

EHBB  
(LOCAL)

REFERRALS

Students may be referred for gifted and talented education services at any time by teachers, counselors, parents, or other interested persons. All populations in the District shall have access to assessment and, if identified, services for gifted/talented education shall be provided.

SCREENING AND IDENTIFICATION  
PROCESS

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

The District shall schedule a gifted and talented *education services* awareness session for parents that provides an overview of the assessment procedures and services prior to *or during* the screening and identification process.

PARENTAL CONSENT

Written parental consent shall be obtained before any special testing or individual assessment is conducted as part of the screening and identification process, with the exception of universal screening. Parents can opt-out of the universal screening process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

IDENTIFICATION CRITERIA

The Board-approved services for gifted and talented education shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

SPECIAL PROGRAMS  
GIFTED AND TALENTED STUDENTS  
ASSESSMENTS

EHBB  
(LOCAL)

Data collected through both quantitative and qualitative assessments shall be measured against the criteria approved by the Board to determine individual eligibility for services. Assessment tools may include but not be limited to the following:

1. Achievement tests;
2. Aptitude measures;
3. Intelligence tests;
4. Creativity tests;
5. Behavioral checklists completed by teachers and parents;
6. Teacher referrals based on classroom observations;
7. Student/parent conferences;
8. Student work products;
9. Student self-checklists; and
10. Student interviews.

SELECTION

A selection committee shall evaluate each referred student according to the established criteria and shall select those students for whom gifted services are the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students.

NOTIFICATION

Parents and students shall be notified in writing of eligibility for gifted services. Participation in any services provided for gifted students is voluntary. The District shall obtain written permission of the parents before a student begins receiving gifted services.

REASSESSMENTS

If the District reassesses students for gifted and talented education services, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

TRANSFER STUDENTS

Interdistrict

When a student identified as gifted by a previous school district enrolls in the District, the selection committee *or the Office of Gifted and Talented Education* shall review the student's records and conduct assessment procedures when necessary to determine if gifted and talented education services are appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive gifted and talented education services.

FURLOUGHES

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met by gifted and talented education services. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved services, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may restart the gifted and talented education services, be placed on another furlough, or be exited from the services.

SPECIAL PROGRAMS  
GIFTED AND TALENTED STUDENTS  
EXIT PROVISIONS

EHBB  
(LOCAL)

The District shall monitor student performance in response to gifted and talented education services. If at any time the selection committee, Office of Gifted and Talented Education, or a parent determines it is in the best interest of the student to exit services, the committee or office shall meet with the parent and student before finalizing an exit decision.

APPEALS

A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from gifted and talented services. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

PROGRAM EVALUATION

The District shall annually evaluate the effectiveness of the District's gifted and talented services, and the results of the evaluation shall be used to modify and update the District and Campus Improvement Plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, counselors, students receiving gifted and talented services, and the community.

The District's gifted and talented services shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented services. The District shall annually certify to TEA:

SPECIAL PROGRAMS  
GIFTED AND TALENTED STUDENTS

EHBB  
(LOCAL)

1. The establishment of a gifted and talented services by the District; and
2. That the District's services are consistent with the state plan for gifted and talented students.

COMMUNITY AWARENESS

The District shall ensure that information about the District's gifted and talented services is available to parents and community members and that they have an opportunity to develop an understanding of and support for these services.

ADOPTION OR LAST AMENDED DATE

This policy was last amended on *[date of board meeting when adopted or when revisions were approved.]*

Rationale: This local policy on gifted and talented (GT) services has been updated based on HB 3 and the newly adopted Texas State Plan for the Education of Gifted/Talented Students, available at [https://tea.texas.gov/academics/special\\_student\\_populations/gifted\\_and\\_talented\\_education/gifted\\_talented\\_education/](https://tea.texas.gov/academics/special_student_populations/gifted_and_talented_education/gifted_talented_education/).

HB 3 requires a district to adopt a policy regarding the use of funds to support the district's GT program.

The bill also requires a district to annually certify to the commissioner that the district's GT program is consistent with the GT state plan and report to the commissioner on the use of funds for the district's GT program. Corresponding revisions to the local policy appear at Program Evaluation.

Other revisions to align with the state plan include:

- Deletion throughout of the references to nominating students for the GT program;
- Broader language regarding the selection committee, as there is no requirement to specify in policy whether the committee is established at the district or campus level;
- More flexible language regarding reassessments and transfer students;
- New text to incorporate the requirement to consult with parents about a student exiting the program; and
- New text to incorporate the ability of an educator to appeal final decisions of the selection committee.

**Threat Assessment  
and Safe and  
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Imminent Threats or  
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment  
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures, the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

Guidance to School  
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

Adoption or Last  
Amended Date

This policy was adopted on, and became effective, [date the Board approves adoption].

**Trauma-Informed  
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law. The District improvement plan shall specify required training for any other District employees as applicable.

Annual Report

The District shall provide an annual report to the Texas Education Agency on the number of employees who have participated in trauma-informed care training.

**Adoption or Last  
Amended Date**

This policy was adopted on, and became effective, [date the Board approves adoption].

**Program to Address  
Child Sexual Abuse,  
Trafficking, and  
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child  
Abuse and Neglect**

Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the

information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

**Restrictions on Reporting**

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

**Making a Report**

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)<sup>1</sup>;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

**Confidentiality**

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept

confidential and disclosed only in accordance with the rules of the investigating agency.

**Immunity**

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report Suspected Child Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities Regarding Investigations**

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

**Adoption or Last Amended Date**

**This policy was adopted on, and became effective, [date the Board approves adoption].**

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<sup>1</sup> Texas Abuse Hotline Website: <http://www.txabusehotline.org>

**SAISD BOARD AGENDA SUMMARY FORM**

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**AGENDA TITLE:** Approval to Delete Board Policies EFD (LOCAL), EHBL (LOCAL), FMF (LOCAL), FMG (LOCAL), and FNC (LOCAL)

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

**REQUESTED BY:** Christina Martinez, Trustee and Chair of Board Governance Committee

**PRESENTER:**        Tiffany Grant, Chief of Staff and Diversity Officer  
 Julissa Herrera, Director of Policies and Procedures

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the deletion of Board Policies EFD (LOCAL) Instructional Resources: Field Trips; EHBL (LOCAL) Special Programs: High School Equivalency; FMF (LOCAL) Student Activities: Contests and Competitions; FMG (LOCAL) Student Activities: Travel; and FNC (LOCAL) Student Rights & Responsibilities: Student Conduct, per the recommendations by the Texas Association of School Boards (“TASB”).

| Code | Description  | Policy Provisions/Topics Also Appear In:   |
|------|--|--|
| EFD  | Instructional Resources: Field Trips               | Per TASB, this policy is no longer necessary in the board policy manual. Topic is also part of Administrative Procedure E-02 – Field Trips and Out-Of-School Activities.   |
| EHBL | Special Programs: High School Equivalency          | Per TASB, this policy is no longer necessary in the board policy manual, and reflect previous, now-outdated, information.  |
| FMF  | Student Activities: Contests and Competitions      | Per TASB, this policy is no longer necessary in the board policy manual.   |
| FMG  | Student Activities: Travel                         | Per TASB, this policy is no longer necessary in the board policy manual. Topic is also part of Administrative Procedure E-02 – Field Trips and Out-Of-School Activities.   |
| FNC  | Student Rights & Responsibilities: Student Conduct | Per TASB, this policy is no longer necessary in the board policy manual. Topic is also part of the Student Code of Conduct, and Administrative Procedures F-26 – Use of Communication Technologies by Students and F-54 – Sexual Harassment, Dating & Sexual Violence. |

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

Approve the deletion of Board Policies EFD (LOCAL) Instructional Resources: Field Trips; EHBL (LOCAL) Special Programs: High School Equivalency; FMF (LOCAL) Student Activities: Contests and Competitions; FMG (LOCAL) Student Activities: Travel; and FNC (LOCAL) Student Rights & Responsibilities: Student Conduct as presented.

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

N/A

**IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

EFD  
(LOCAL)

~~FIELD TRIPS AND  
OUT-OF-SCHOOL  
ACTIVITIES~~

~~A list of approved field trips and out-of-school activities are provided in the appropriate administrative procedure. Any deviations from the approved field trips and out-of-school activities list require authorization by the appropriate area superintendent.~~

~~Requests for field trips and out-of-school activities not on the approved list require authorization by the area superintendent for the respective school.~~

~~OUT-OF-COUNTY  
ACTIVITIES WITH AN  
OVERNIGHT STAY~~

~~Out-of-county field trips/out-of-school activities or field trips/out-of-school activities that include an overnight stay shall have written approval from the respective area superintendent prior to confirmation of plans for any such trips.~~

~~OUT-OF-STATE  
ACTIVITIES~~

~~Field trips or out-of-school activities that are out-of-state trips require written approval from the campus principal, respective area superintendent, and Superintendent prior to confirmation of plans for any such trips.~~

~~OUT-OF-COUNTRY  
ACTIVITIES~~

~~Field trips or out-of-school activities that are out-of the contiguous United States require the approval of the Board.~~

~~Principals may prohibit a student from participating in either field trips or out-of-school activities when the student is assigned to school suspension or is suspended from attending school at the time of the field trip or activity. [See (LEGAL) and (LOCAL) policies at FO series]~~

~~TRANSPORTATION~~

~~It is strongly recommended that transportation be provided by bonded carriers. When bonded carriers are not practical because of distance, cost, or scheduling difficulty, transportation may be provided by private automobile. When a private car is used:~~

- ~~1. The driver shall provide proof of possession of a valid driver's license issued by the state.~~
- ~~2. The owner shall provide proof of personal liability insurance coverage.~~
- ~~3. The car shall be under the general supervision of a member of the school staff.~~

~~PARENT / GUARDIAN  
APPROVAL FORM~~

~~Students shall furnish an approval form signed by a parent/guardian before they are allowed to leave the school on a school-sponsored field trip or out-of-school activity. The parent/guardian shall complete the form provided by the District providing parental authorization to administer necessary medical treatment. School personnel shall develop procedures for the maintenance of these signed forms.~~

INSTRUCTIONAL RESOURCES  
FIELD TRIPS

EFD  
(LOCAL)

~~SUPERVISION~~

~~Each school principal is responsible for ensuring the proper supervision of students during all school-sponsored field trips and out-of-school activities.~~

~~Elementary schools shall provide one adult for every ten students, and an additional adult for every fraction thereof, who shall directly supervise the students during the field trips/out-of-school activities under the direction of the principal.~~

~~Secondary schools shall provide adult chaperones as specified in administrative procedures with at least one adult chaperone on each bus or van used for transportation on field trips/out-of-school activities.~~

~~PROHIBITED  
ACTIVITIES~~

~~Swimming, theme park water-related rides, canoeing, and paddle-boating while on field trips or out-of-school sponsored activities are strictly prohibited for students in elementary and middle schools.~~

~~GED TEST CENTER~~

~~An official General Educational Development testing center shall be located at one or more District facilities. In accordance with State Board rules, the District shall maintain test records permanently and provide storage for restricted test materials and a suitable place for administering the test. A certified counselor shall serve as chief examiner. Annually the Superintendent or chief examiner shall report to the Board concerning the center, including the number of tests administered and the fees received for administering the test.~~

STUDENT ACTIVITIES  
CONTESTS AND COMPETITION

FMF  
(LOCAL)

~~UIL ACTIVITIES~~

~~State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.~~

~~No event shall be scheduled and no student allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]~~

~~ATHLETIC  
PROGRAM~~

~~A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL and the Board.~~

~~Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.~~

~~Interscholar competitive athletics shall not be part of the elementary grades' program. To the extent practicable, a program of intra-school sports activities for elementary students shall be maintained as part of the physical education program.~~

~~NON-UIL ACTIVITIES~~

~~Contests and competitive activities that are sponsored by outside organizations shall not be recommended to students unless the activities supplement and do not interfere with the regular school program. Contests and competitive activities shall have the prior approval of the Superintendent or designee, who shall develop the necessary rules and regulations to implement this policy. [See FM]~~

~~OVERNIGHT TRIPS~~

~~Students involved in UIL competition that requires an overnight trip shall have their expenses paid by the District. [See also FM, FMG]~~

STUDENT ACTIVITIES  
TRAVEL

FMG  
(LOCAL)

~~SCHOOL-SPONSORED  
TRIPS IN GENERAL~~

~~Students who participate in school-sponsored trips shall be required to ride in transportation provided by the school to and from the event. An exception may be made if the student's parent or guardian personally requests that the student be allowed to ride with the parent or presents a written request to the principal the day before the scheduled trip that the student be allowed to ride with an adult designated by the parent.~~

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT CONDUCT

FNC  
(LOCAL)

~~STUDENT HANDBOOK  
—STUDENT CODE OF  
CONDUCT~~

~~The District's rules of conduct and discipline, maintained in the student handbook and/or the Board-adopted Student Code of Conduct, are established to achieve and maintain order in the schools, and to teach respect toward others and responsible behavior. [See FO series]~~

~~EXTRACURRICULAR  
ACTIVITIES:  
STANDARDS OF  
BEHAVIOR~~

~~With the approval of the principal and Superintendent, a sponsor or a coach of an extracurricular activity may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. [See FO]~~

~~PROHIBITED  
CONDUCT~~

~~A student shall not engage in prohibited conduct, including sexual harassment, of:~~

- ~~1.— Another student, as defined at FFH.~~
- ~~2.— A District employee, as defined at DIA.~~

~~While subject to the disciplinary control of the District, a student shall not engage in prohibited conduct, including sexual harassment, of another person, including a Board member, vendor, contractor, volunteer, or parent.~~

~~A student who violates this prohibition shall be subject to appropriate discipline in accordance with the Student Code of Conduct.~~

~~BEHAVIORAL  
STANDARDS~~

~~The following specific policies address student conduct in the areas of:~~

- ~~1.— Use of District technology resources — CQ~~
- ~~2.— Attendance — FEC~~
- ~~3.— Bullying — FFI~~
- ~~4.— School-sponsored publications — FMA~~
- ~~5.— Appropriate attire and grooming — FNCA~~
- ~~6.— Damage to school property — FNCB~~
- ~~7.— Prohibited organizations and hazing — FNCC~~
- ~~8.— Tobacco use — FNCD~~
- ~~9.— Use of personal telecommunications devices and other electronic devices — FNCE~~
- ~~10.— Drug and alcohol use — FNCF~~
- ~~11.— Weapons — FNCG~~
- ~~12.— Assault — FNCH~~
- ~~13.— Disruptions — FNCI, GKA~~

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Partnership Agreement with Public Montessori in Action International and Performance Contracts and In-District Charter Applications for Rodriguez Montessori Elementary School and Steele Montessori Academy**

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

**REQUESTED BY:** Pedro Martinez, Superintendent

**PRESENTER:**        Mohammed Choudhury, Chief Strategy, Talent, and Innovation Officer

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the Partnership Agreement between SAISD and Public Montessori in Action International (“PMAI”) and performance contracts and in-district charter applications for Rodriguez Montessori Elementary School and Steele Montessori Academy (the “Partnership Schools”).

The Partnership Agreement will formalize the relationship between the District as an in-district charter school authorizer and PMAI as a Senate Bill 1882 Partner for the Partnership Schools in accordance with Texas Education Code 11.174. By approving this recommendation, the Board will authorize PMAI and its appointed school leadership teams and staff at the Partnership Schools the responsibility to manage the Partnership Schools in collaboration with the District and hold PMAI accountable for achieving the academic, operational, and financial goals outlined in the schools’ performance contracts.

In seeking approval for this partnership, PMAI and the Partnership Schools participated in the District’s comprehensive Annual Call for Quality Schools 3.0, which included engagement with school staff, parents and community. There was a rigorous evaluation process with an in-depth partner application review and in-person interview by a team of qualified reviewers, including an existing in-district charter principal, district staff, and an external education professional.

The proposed partnership met the requirements of the Annual Call 3.0, District policy, and relevant state laws and regulations, and so therefore is recommended for approval by the Board. The Partnership Agreement, in-district charter applications, and performance contracts for each of the schools are enclosed. All of the Partnership Schools are existing in-district charter schools, and their academic models are not changing.

Pursuant to Board Policy EL (LOCAL), the Superintendent or designee will monitor, evaluate, and publish in-district charter school performance annually and present a summary of school performance to the Board during a scheduled fall meeting. On a three-to-five-year cycle, the Board will review whether all in-district charters have met the expectations set forth in their performance contracts and shall renew, revoke or place on probation all in-district charters, in

accordance with EL (LOCAL) and Texas Education Code Sections 12.0531 and 12.063. Senate Bill 1882 partners will adhere to the Partnership Agreement, which includes the performance contract, audit provisions, and district/partner collaboration requirements.

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

Recommend that the Board approve the Partnership Agreement with PMAI and Performance Contracts and In-District Charter Applications for Rodriguez Montessori Elementary School and Steele Montessori Academy.

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

N/A

**IV. 2020–2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

**PARTNERSHIP AGREEMENT**

This Partnership Agreement (this “Agreement”), dated as of March 30, 2021 (the “Effective Date”), is entered into by and between Public Montessori in Action International (“Partner”), a Maine nonprofit corporation and the San Antonio Independent School District (the “District”), a political subdivision of the State of Texas. Herein each of the District and Partner shall be a “Party” and collectively the “Parties”.

**RECITALS**

WHEREAS, pursuant to Texas Education Code (“TEC”) §§ 11.174(a)(2), 48.252 and 12.101(a)(3), the District is empowered to enter into contracts with an organization that is exempt or has applied for exemption from taxation under Section 501(c)(3), Internal Revenue Code, to operate schools an in-district charters.

WHEREAS, it is the Partner’s mission to ensure fully implemented Montessori education for children, families, and educators of the global majority.

WHEREAS, the Parties hereby desire for Partner to undertake responsibility for the management and operation of the schools listed below as public in-district charter schools and subject to approval by the Texas Education Agency’s (hereinafter, “TEA”) Commissioner of Education, pursuant to Texas Education Code § 11.174(a)(2). The schools listed below may be referred to collectively as either the “Partnership Schools” or the “Schools”, or individually as a “School”.

| School Name                            | School Address                                   |
|--|--|
| Rodriguez Montessori Elementary School | 3626 West Cesar Chavez, San Antonio, Texas 78207 |
| Steele Montessori Academy              | 722 Haggin Street, San Antonio, Texas 78210      |

WHEREAS, Partner agrees to comply with all applicable provisions of state law, including the applicable provisions and requirements of TEC, Subchapter C, Chapter 12.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, agree as follows:

For and during the term of this Agreement, Partner shall manage and operate the Schools in accordance with Applicable Law. “Applicable Law” means all state and federal laws, rules, regulations, and administrative and judicial determinations and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the term of this Agreement.

1. The Schools

- a) The District authorizes Partner to manage and operate the Partnership Schools, as independent campuses subject to transparent accountability requirements, which are set by TEC Chapters 39 and 39A and the provisions of this Agreement. Partner must successfully meet and maintain the Performance Contract objectives for the Partnership Schools as set forth in this Agreement and as governed by SAISD Board Policy EL(LOCAL). Further authorizations will be contingent upon Partner successfully meeting and maintaining the Performance Contract objectives for the Partnership Schools. Future authorization of additional schools is also dependent upon the results of an annual audited Partner financial and compliance report. Partner and SAISD are committed to gathering working data at the Partnership Schools and collaboratively developing more specific metrics as data is gathered throughout the Term of this Agreement. The District shall have final authority on the development of all performance contract metrics and consequences for the Partnership Schools, which are described in Section 10 and attached as Exhibit A.

- b) In addition to the autonomies and authorities defined in Section 3 below, Partner's primary responsibilities for this partnership will include the following:
  - i. Academic Programs – Work with school principals to determine curriculum, professional development, and teacher support; and ensure fidelity to each Partnership School's in-district charter program, as described in Section 3;
  - ii. School Principals – Hire, manage, and formally evaluate Partnership School principals, as described in Section 4;
  - iii. Governing Board – Establish a governing board (or board sub-committee) over Partnership Schools, as described in Section 7;
  - iv. Financial Oversight – Approve Partnership School budgets and include Partnership School funds in Partner's annual financial audit, as described in Section 8; and
  - v. School Performance – Work with school principals to meet academic, operational, and financial metrics defined by the school performance contracts, as described in Section 10 and attached as Exhibit A.
- c) Partner agrees to implement the Montessori academic model at the Partnership Schools:
- d) The District agrees that it will provide Partner the same opportunities, support, and services provided to any other charter located in the District (regardless of that charter's authorizer) in authorizing Partner to operate the Partnership Schools and as required by law.
- e) Partner retains the right to seek authorization as an open enrollment charter holder under Texas Education Code 12.101 in order to support, manage, and/or operate open enrollment charter schools in Bexar County that will operate independently of the Agreement.
- f) Partner shall have the option to phase in the full implementation of its model at any new Partnership School over the first year of the School's operation and thereafter.

## 2. Enrollment

- a) Choice Schools and Programs include in-district charters, magnets, and early college high schools. The Partnership Schools will be designated as Choice Schools. As Choice Schools, the Partnership Schools will follow district policies and administrative procedures for the enrollment and withdrawal of all students, including, but not limited to, policies FD(LOCAL) and FDB(LOCAL) and administrative procedures F1 and F51. Staff from the Office of Access and Enrollment Services will meet annually with the campus principals and Partner staff to review admissions criteria and establish the number of seats available for enrollment in each grade level.
- b) Enrollment at the Schools is based on interest rather than ability. Students are not screened based on academic criteria but admitted by a lottery. The District may agree to set aside a certain percentage of students from outside the school district boundary.
- c) The Parties agree and understand that the District may not assign a student to a School unless the student's parent or guardian has voluntarily enrolled the student at the School. A student's parent or guardian may remove the student from the School at any time and enroll the student at the school to which the student would ordinarily be assigned.
- d) Partner will participate in the District's unified enrollment system.

- e) The District’s Office of Access and Enrollment Services will include the Partnership Schools’ brand and the Partnership Schools’ information on any student recruitment or enrollment marketing materials and will invite the Partnership Schools to attend any student recruitment events, such as in-district charter fairs, as part of the administrative fee.
- f) The District, in coordination with Partner, will lead the student recruitment and enrollment process through a lottery (if there are more applicants than there are seats at the Partnership Schools) and enrollment phases. Partnership School Staff will support District efforts by canvassing, holding open houses, attending District recruiting events and community meetings, mailing acceptance and waitlist letters and making calls to families to help with enrollment decisions, sending follow-up letters to admitted students, conducting on-campus enrollment meetings, calling waitlisted students, and monitoring attendance during the opening weeks of school in case additional students need to be called from the waitlist.
- g) In addition to the enrollment restrictions required by TEC §11.174(h) and (i) and District Policy FDB(LOCAL) and Administrative Procedure F1 and F51, the following student enrollment provisions, subject to the provisions of state law and as may be revised by the Parties as necessary to meet the federal definition of a charter school, shall be followed by the Parties:
  - i. Partner will work with the District to ensure preferences for current students attending the campuses in the school year before its conversion under this Agreement.
  - ii. Students in lower grade levels at the Partnership Schools will receive automatic admission to the next grade level.
  - iii. As seats become available at the Partnership Schools, enrollment will be open to all students within the State of Texas, subject to the priority rules described in state law, FDB(LOCAL), Administrative Procedure F51, and this Agreement.
  - iv. The Partnership Schools’ students will be allowed to transfer to any of the District’s schools when seats are available and in accordance with the Parties’ respective transfer policies and administrative procedures for Choice Schools and Programs.
- h) Partner is prohibited from discriminatory admission or expulsion of a student on the basis of a student’s national origin, ethnicity, race, religion, disability, academic achievement, or sex, including sexual orientation or gender identity.

### 3. Operations

- a) Partner is exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and exempt from all district policies except for laws, rules, and policies that are specifically identified as applicable to the Schools in this Agreement. Partner will have initial, final, and sole autonomy to run all aspects of the Schools subject only to Applicable Law, this Agreement, and each School’s charter. In this Agreement, all autonomies and authorities granted to Partner shall be the initial, final, and sole autonomy and authority.
- b) Partner will retain as much authority and autonomy as permitted by law or TEA Rule, including 19 Tex. Admin. Code §§ 97.1075 and 97.1079, over its Schools and operations. Any authority or responsibility not specifically given to the District in the Agreement or by law or TEA Rule, will remain with Partner, including, but not limited to, the following, which shall each be the initial, final, and sole autonomy of Partner:
  - i. The mission, vision and core values of the Schools in accordance with Applicable Law and each School’s charter.
  - ii. Strategic planning (e.g. grade configuration, calendar, staffing structure, etc.) for the Schools in coordination with the District and in accordance with each School’s charter.

- iii. The ability to determine, adopt, and implement each School’s entire budget, including any and all federal and state grants due to the School, provided that the amount of per pupil funds that each School receives will be determined in accordance with Section 8 below.
  - iv. The academic program of the Schools (subject to state standards), including, but not limited to, curriculum, course selection, class size and teacher leveling (subject to universally applied District staffing formulas and in accordance with Section 8 below), professional development, lesson plans, instructional strategies, instructional materials (as defined in TEC § 31.002(1)), and summer school, in accordance with each School’s charter.
  - v. All curriculum decisions beyond the minimum requirements outlined in 19 Tex. Admin. Code § 74.2 (relating to Description of a Required Elementary Curriculum) and 19 Tex. Admin. Code §74.3 (relating to Description of a Required Secondary Curriculum).
  - vi. School calendar and daily schedule, which may differ from those in other district campuses, in accordance with each School’s charter.
  - vii. All assessments at the Partnership Schools that are not required by the state of Texas. Partner agrees to participate in beginning-of-year, middle-of-year, and end-of-year district-wide NWEA MAP assessments.
- c) The District is the Local Education Agency (“LEA”) for all purposes, including, but not limited to, compliance with Section 504 of the Rehabilitation Act of 1973, as amended; the Individuals with Disabilities Education Act (“IDEA”); the Americans with Disabilities Act, as amended; Titles VI and IX of the Civil Rights Act of 1964; the Family Education Rights and Privacy Act (“FERPA”) and other areas of law applicable to LEA’s including those described in TEC §12.056. However, Partner will have initial, final, and sole autonomy over programs for students in special populations including, but not limited to, those who qualify for special education, gifted and talented students, English Learners (ELs) at the Schools, students at risk of dropping out, and other statutorily defined student populations, subject to and consistent, however, with all applicable state and/or federal requirements.
- i. Partner agrees that the Partnership Schools will have Dual Language, Transitional Bilingual Late Exit, or English as a Second Language (ESL) programs that follow all District requirements and provide native language supports needed for students to achieve mastery of content area standards, as well as proficiency in English. ELs will have access to all curricular, co-curricular, and extra-curricular activities available to all other students. Current demographics indicate that the largest population of ELs will be native Spanish speakers; therefore, Partner will make all efforts to recruit staff members who are proficient in Spanish. In addition, professional development for school staff will be tailored to support the bilingual development of the Partnership Schools students and to encourage and preserve the culture of the school’s community. Partner will ensure interpretation and translation support and/or services for families whose dominant language is not English.
  - ii. The Partnership Schools’ staff will work with the District in the creation and staffing of the ARD Committee or 504 teams and will work with the District to schedule all committee or team meetings and to provide a free appropriate public education (“FAPE”), equal educational opportunity, procedural safeguards and due process to students enrolled at the Partnership Schools.
  - iii. As the responsible LEA, the District will have the authority to periodically review the Partnership Schools’ programs for special populations for legal compliance, through a mutually agreed-upon process.

- iv. The District will provide the full continuum of placements for students whose IEP requires placement or services outside of the Partnership Schools' programs, and the District will provide all related services directly (or by contract) and will be responsible for providing all required evaluations (such as psychoeducational evaluations, comprehensive psychological evaluations, and/or neuropsychological evaluations) in accordance with applicable legal timelines or otherwise as agreed by a student's ARD Committee.
  - v. Partner and the Partnership Schools' staff will work with the District in helping the District remain in compliance with the IDEA's Child Find and FAPE obligations. Partner and the Partnership Schools may choose to utilize the District's services and supports in the provision of student services other than related services referenced above and in Section 12.a.3 where Partner and the Partnership Schools' staff deems that District provision of those services and supports are appropriate and best for students, and such arrangement will be provided with District funding.
  - vi. Partner will have the initial, final, and sole authority, at its discretion, to procure federal grants and federal Title funds for use at the Partnership Schools, subject to applicable federal and state law and implementing regulations. To the extent that any federal or state grant funds, differential funding, High Cost Funds ("HCF") or State Compensatory Education Funds exists for any special student(s) or populations it will be passed through to the Partnership Schools for use at the Partnership Schools.
- d) Partner shall follow the District's FO Series (LOCAL and LEGAL) policies, as amended, and related District administrative procedures, regarding student discipline, including the District's Student Code of Conduct, for the Partnership Schools. Partner will have freedom to instill its culture at the Partnership Schools events or activities and select its own behavior management programs and strategies that are in alignment with the District's Code of Conduct.
  - e) Partner shall have initial, final, and sole autonomy with regard to parent engagement and communications, fundraising and grant applications, and community partnerships, in coordination with the District. Partner and the Partnership Schools will design and implement family engagement initiatives to involve families in the life of the school.
  - f) Partner shall have initial, final, and sole autonomy for the development of extracurricular activities and sports for the Schools, subject to state UIL rules (if participating in UIL) and subject to the applicable provisions of TEC §12.056(b)(2)(G), TEC §33.081 and any successor statutes, in coordination with the District.
  - g) Partner will have initial, final, and sole autonomy over college and career counseling as applicable to the school, in coordination with the District.
  - h) The District shall provide substitute teachers to the Partnership Schools upon request by the Partnership Schools' staff in accordance with District procedures and policies.
  - i) Partner will have initial, final, and sole autonomy over the Partnership Schools' marketing, communications, and branding, in coordination with the District.
  - j) Partnership School Staff will be responsible for the Schools' purchasing and vendor approvals and budgeting subject to the District's Purchasing and Acquisition Policies and Administrative Procedures and Applicable Law.
  - k) Partner will manage the school in compliance with all applicable federal, state, and local laws, including but not limited to civil rights and non-discrimination laws, and laws protecting students with disabilities. Partner shall consult the District's Superintendent and with the District's general counsel when there is a

reasonable belief that the District's interests may be jeopardized and specifically when there is a likelihood or reasonable belief that the District may suffer legal exposure to suit or liability.

- l) For state, federal, and/or private grants that the District applies and secures on behalf of the Schools, the District will be responsible for managing all relevant reporting and disbursement functions.
- m) Notwithstanding the foregoing, the District will remain the LEA for all relevant state and federal compliance purposes and matters.
- n) Partner (and its employees and staff with an educational need to know) shall be designated as an authorized agent of the LEA and the Schools for purposes of compliance with FERPA (the Family Educational Rights and Privacy Act), so as to have access to student information. The District shall be responsible for maintenance and custody of student records and shall grant Partner and the Partnership Schools permission to use the student records in a manner that is consistent with Applicable Law including student privacy laws. Partner shall maintain the confidentiality of student records in accordance with FERPA and the District Policy series FL.
- o) The District will obtain all Board and TEA approvals that are required to grant Partner the autonomies listed above. In the event that TEA does not approve a required autonomy under this contract, the Parties agree to reform the specific autonomy to best capture Partner's intended autonomy, but otherwise agree that the remainder of this Agreement shall not be affected thereby and each remaining provision of the Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law. However, if the TEA does not approve a material autonomy listed above in Section 3 or elsewhere in this Agreement, the Parties agree to reform those portions of the Agreement in good faith and Partner reserves the right to terminate the Agreement without penalty should that disapproval put the goals and intentions of this Agreement at risk, as determined by Partner.
- p) In accordance with state law, any approved in-district charter that is created by parent and teacher petition may be revised only upon presentation to the SAISD Board of petitions signed by parents and classroom teachers at the School.

#### 4. Employees

- a) Partner shall have initial, final, and sole authority over all employees of the Partner. This includes initial and final non-delegable authority for Partner to employ and/or manage all of the Partner's own administrators, educators, contractors, or other staff. Partner shall directly employ at least one full-time employee to oversee the Schools. Partner shall select and manage the Principals of the Schools. Partner shall have initial, final, and sole authority to directly manage the instructional staff, either employed by the District or Partner, who provide services to at least a majority of students at the Schools. Partner shall have initial, final, and sole authority over the assignment of all district employees at the Partnership Schools, including initial, final, and sole authority to approve the assignment of all district employees or contractors to the Partnership Schools, as well as initial, final, and sole authority to supervise, manage, and rescind the assignment of any district employee or district contractor from the Partnership Schools. Any action by Partner to rescind the assignment of any district employee or district contractor from the Partnership Schools will be done in accordance with the District's contractual policies and administrative procedures and in accordance with Applicable Law. District employees shall have the opportunity to apply for an assignment to the Partnership Schools. In accordance with TEC § 11.174(c), nothing in this Agreement shall affect the rights and protections afforded by current District employment contracts or agreements between the District and its contract employees. If Partner rescinds the assignment of any District employee or District contractor, the District must grant the request within 20 working days.
- b) Partner will have initial, final, and sole authority over all leadership of the Schools and initial, final, and sole autonomy to evaluate each School's leader utilizing the District's evaluation procedures and

processes as well as any additional performance measures Partner deems appropriate. The campus school leader will serve as the supervisor of all employees at each Partnership School.

- c) This Agreement shall not affect the rights and protections afforded by current District employment contracts or agreements between the District and its contract employees pursuant to TEC §11.174(c). All employees originally employed by the District and on assignment at the Partnership Schools shall remain District employees and will work under the contractual and termination obligations of the District. Any proposed adverse action against an employee, including, but not limited to non-renewal or termination, must be done in accordance with the District's contractual policies and administrative procedures and in compliance with state and federal law. A reassignment from the Partnership Schools to another assignment within the District shall not be considered an adverse employment action. The District has consulted with campus personnel regarding provisions to be included in this Agreement.
- d) A person may not be employed by or serve as a teacher, librarian, educational aide, administrator, or school counselor for the Partnership Schools unless the person meets TEA requirements following a review of the person's national criminal history record information as provided by TEC §§ 22.0834 and 22.0832 (to the extent applicable). Any person working directly with Partner students or accessing confidential student data, including, but limited to, any Partner employee and any vendor, consultant, or volunteer, must also pass the same criminal history background check. Partner and the Schools' employees shall adhere to the laws in Senate Bill 7 in the 85th Texas Legislature and codified in TEC §§ 21.006 and 22.087 and shall adhere to any District policies relating to TEC §§ 21.006 and 22.087.
- e) Any and all legal issues that may arise with the District's employees with regard to their working relationship with Partner shall be handled by the District's legal counsel at the District's cost.
- f) If possible, the District and Partner may pursue any possible waivers or exemptions from certification requirements (where applicable) for staff.
- g) Partner will also have initial, final, and sole autonomy concerning an employee's performance, selection, management, work hours and conditions, assignment, job description, and duties at the Schools, in accordance with each School's charter. However, notwithstanding any employee evaluation instrument it wishes to implement, Partner shall implement the Texas Teacher Evaluation and Support System ("T-TESS") and the Texas Principal Evaluation and Support System, ("T-PESS") when evaluating its professional staff in accordance with the District's policies, administrative procedures, and timelines. The District execution of those evaluations shall not interfere with Partner's initial, final, and sole authority on which employees are assigned to work at the school. Partner shall conduct and attend required appraisal training in order to successfully implement the T-TESS and T-PESS evaluation system, in coordination with the District. Partner agrees that personnel evaluations will align with the District's strategic compensation plan (e.g., the District's Teacher Incentive Allotment).
- h) The District shall be responsible for all salaries, compensation, benefits, and personnel records of its employees assigned to the Partnership Schools. The Partner agrees to execute personnel evaluations in accordance with the District's strategic compensation policies, administrative procedures, and timelines, including, but not limited to, the District's state-approved Teacher Incentive Allotment system.
- i) Partner will not employ or otherwise compensate any District employee in a manner that causes the District or any of its employees to violate the San Antonio ISD Code of Ethics.

## 5. Communications and Marketing

- a) The District will provide communications and marketing support for the Partnership Schools in the same manner as it does for other Choice Schools and Programs. The Partner agrees that the District's Communications Department will be the primary spokesperson for the Partnership Schools before the

media. The District's Communications Department and Office of Innovation will maintain a collaborative and working relationship with the Partner. The District will coordinate with Partner regarding any school-specific marketing campaigns and media requests when feasible.

- b) Partner may, at its option, provide the Schools with additional communications and marketing support, including school tour requests, web marketing, branding and other external relations, including corporate and institutional partnerships, community engagement and civic initiatives, while at all times keeping the District reasonably informed and maintaining compliance with District policies and administrative procedures. Partner may also design supplemental marketing materials used by the school, with Partner remaining responsible for any production or marketing costs attributable to materials produced for the benefit of the school.
- c) It is understood and agreed that Partner will request all staff and all parents of students to sign a media release form annually; those who do not sign the agreement will not have their or their child's images or information used in media releases.
- d) Partner will coordinate with and maintain a collaborative and working relationship with the District's Communications Department and Office of Innovation.
- e) Partner will ensure that the Partnership Schools and staff are aware of relevant District information and meet applicable District deadlines, including public information response deadlines.

#### 6. Partner Supervision of the Schools

- a) Partner will inspect the Partnership Schools from time to time, but at least quarterly, using formal and informal inspections, announced and unannounced as appropriate, and may, at its discretion, arrange for third-party evaluation and feedback as it deems appropriate regarding (i) the instructional program of the Partnership Schools and (ii) the Partnership Schools' impact on student achievement, all as may be necessary in order to ensure progress towards the Partnership Schools' goals and compliance with all regulatory and charter requirements.
- b) Partner will prepare reports and documentation as reasonably required by the District, working with the Partnership Schools in a timely and thorough manner, including any accountability plans and/or annual and/or periodic reports in accordance with state and federal reporting requirements and timelines.
- c) Partner will integrate the Partnership Schools into Partner's existing network data and accountability systems (if applicable). To the extent possible, and legally permissible, Partner will include the Partnership Schools in its data collection and management systems. Partner and the Partnership Schools will preserve and protect all personal identifying information as required by federal, state, and local data and educational record privacy laws.
- d) The Partnership Schools' students will be listed on the District's student information system. The District will perform the same PEIMS functions, including all reporting to TEA, that it performs for all current District campuses, as part of its administrative fee. Partner will have control over the Schools' student data other than PEIMS-related data. Although Partner will have control of its students' data during the term of this Agreement and in a manner that is consistent with Applicable Law, the District shall remain responsible for maintenance and custody of student records with cooperation and support from Partner in the administration of the record maintenance system. Such cooperation and support from Partner shall include submission of any required student or employee data in accordance with District policy, procedure, and designated timelines.
- e) Partner shall maintain the confidentiality of all student data in accordance with FERPA, the District Policy series FL, and all Applicable Law.

- f) The District will allow Partner to conduct research utilizing the Schools in accordance with District policies and procedures, which may necessitate additional data sharing agreements. Partner will allow the Schools to participate in research projects and partnerships in accordance with District policies and procedures, which may necessitate additional data sharing agreements.

7. Governance

- a) Partner shall have a Governing Board for its nonprofit operations composed of a minimum of three board members. The Partner Governing Board shall comply with the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code, including, but not limited to, any requirements related to the posting of Governing Board meeting agendas and the manner in which Governing Board meetings are conducted.
- b) The Partner Governing Board shall not include any member of the SAISD Board of Trustees, any District staff, including the Superintendent, or any District appointees. At least a quorum of the Governing Board shall meet, at minimum, three times annually to hear any matters related to the Partnership Schools. In addition to any other legal requirements under the Texas Open Meetings Act, Partner shall post Governing Board meeting agendas and meeting minutes on a publicly accessible website operated by Partner.
- c) Each School's overall educational framework, mission, budgetary approval, and policies shall be developed and adopted by Partner's Governing Board. The Schools shall be subject to the direction, control, policies, practices, and procedures of Partner, subject to the requirements of this Agreement and input from the Governing Board. Partner shall ensure that the curriculum meets the requirements of state law.
- d) Partner's Governing Board shall adopt each Partnership Schools' operating budget at a meeting open to the public in accordance with the District's annual financial and campus-based budgeting policies, procedures, and timelines.
- e) Partner shall ensure that the following are posted on a publicly accessible website operated by Partner: (i) the current roster of all Governing Board members; (ii) the annual schedule for Governing Board meetings; and (iii) all Governing Board meeting agendas and minutes. The District is also authorized to post this information on the district website in a manner that is easily accessible by District staff and the public, at its discretion.

8. Finance

- a) The Parties understand that this Agreement allows for the Schools to receive the District's usual funds from the State's Foundation School Program that all students within the District receive, and to receive additional Senate Bill 1882 funds for the students at the Schools ("SB 1882 Funds") due to this partnership Agreement.
- b) For all Partnership School funds, including SB 1882 Funds, Partner will utilize the District's financial reporting policies and administrative procedures to ensure compliance with state, federal & local reporting and compliance requirements in accordance with Governmental Accounting Standards Board (GASB), Generally Accepted Accounting Principles, Generally Accepted Auditing Standards (GAAS) and Texas Education Agency Financial Accountability System Resource Guide. Nothing herein contained shall contractually require Partner to revise its financial accounting and reporting systems to adapt to the relationship herein established, or for Partner itself to maintain any such system separate from its own and the District's self-maintained such systems, except for entries which Partner policies, Partner procedures, GASB and other authorities applicable to Partner may require due to the relationship herein established.

- c) It is the intent of this Agreement that the annual budget for each Partnership School will be developed in the spring of each school year as a collaboration between Partner and the District. No later than 45 days before the end of the District's fiscal year, the District and Partner will determine the amount of per student funding available to the Partnership Schools under this Agreement for the following school year. The budgets will be determined in accordance with Section 8(k) below. In the event that the District determines that per student funding available to any of the Partnership Schools in any annual School budget will be reduced for the following school year, the District shall provide one year's written notice to Partner. The projected SB 1882 Funds and Management Fee for the first year of the partnership is described in Exhibit B.
- d) The District shall hold all Partnership Schools' funds in designated budget codes for the Partnership Schools and such funds shall only be spent in accordance with the budget adopted by Partner, in accordance with the provisions of this Agreement related to the expenditure of funds going directly to the Schools. The funds held by the District for Partner shall include state and Federal funds received by the District that are generated by the Partnership Schools students, for the purpose of operating the Schools, including the salaries of the employees assigned to the Partnership Schools, with no withholdings, except for the Partnership Schools' site-specific utilities and actual transportation costs that the District incurs, which shall be passed onto the Partnership Schools by the District.
- e) Partner will also have access to private or block grants received by it or the District to support the Partnership Schools. For any grant funds that are allocated to the Partnership Schools and not committed to district-wide programs or priorities, Partner shall have discretion regarding the manner in which such funds are spent.
- f) The Partnership Schools' funds (accounts) will be maintained in the District's General Ledger with specific accounts for the Partnership Schools through the District's automated financial accounting and reporting system. All accounts and funds shall be maintained and governed by state, federal, and local rules and guidelines regarding their use as well as in accordance with District policies and administrative procedures.
- g) The Partnership Schools cannot be funded by the District at a level less than a regular District public school, in accordance with universally applied District staffing formulas.
- h) As noted above, Partner will work together with the District in good faith toward meeting student enrollment targets through joint student recruitment efforts. In the event that enrollment targets are not met, the District will ensure the Partnership Schools adequate funding sufficient to run the Partnership Schools' school model to a previously agreed upon dollar amount for each school year of the Agreement subject to the provisions of this Finance Section.
- i) Unspent and/or unobligated federal and state grant funding will be administered in compliance with grant funding requirements to ensure compliance with grant covenants and federal funding carryover requirements. Unspent and/or unobligated local funds will remain with the Partnership Schools. Any unspent or unobligated funds held by the Partnership Schools at the end of each fiscal year will remain designated for use at the Partnership Schools and must be directly spent at the Partnership Schools should there be funds left over at the end of the year.
- j) The District shall retain an administrative support fee of 2.274% of the state revenue generated by students at the Partnership Schools for certain services defined below:
  - i. Services to maintain state and Federal compliance, reporting, and other related systems, including, but not limited to, grants, student information systems, special education, accountability, and academic transcripts.

- ii. Unified enrollment system platform and related services.
  - iii. Police and campus security services and personnel in the same manner as any other SAISD school.
  - iv. Operation and maintenance of facilities, including, but not limited to, building maintenance and repair, security equipment, capital repairs, landscaping and grounds upkeep.
  - v. Human resources and financial reporting and management systems, including, but not limited, to criminal background checks, hiring platform, compensation systems, employee benefits management, records management, payroll, budget systems, funds management, accounts payable, and purchasing systems.
- k) In addition to the above provisions, the Parties will annually determine the amount of per pupil funding to be available under the Agreement and available under TEC §11.174 and TEA Rule, 45 days before the start of the Schools' fiscal year or as soon as reasonably practicable. The Parties will determine a total budget of funds available for the Schools, with Partner retaining initial, final, and sole discretion (subject to applicable state law, federal and local funding regulations) of how it distributes the funds within each School's budget in accordance with state and federal policies and guidelines. The source of funds for this budget will include, but not be limited to:
- 1) State Foundation School Program (for all students), and State Compensatory Education funds and HCF (defined above) for specific student populations such as special education, 504, English Learners, etc.
  - 2) SB 1882 Funds, which will all go to the Schools for their operation and management, except for (i) the Management Fee described in Section 9 below, (ii) the District's administrative support fee, (iii) site-specific utilities and actual transportation costs, and, if applicable (iv) non-formula staffing allocations, teacher and principal residency costs, and master teacher stipends for the Schools.
  - 3) Federal grants including Title grants, IDEA-B, National School Lunch Program, National School Breakfast and other federal and state child nutrition funds, and Charter Startup or Replication Funding available to the District.
  - 4) State, Federal, and Private funding to support the District-Charter partnership including TEC §11.174.
  - 5) State, Federal, and Private block grants obtained by the District to be distributed to its students.
  - 6) Local district funds.
- l) Both Parties acknowledge and agree that the goal of this Agreement is to focus all efforts, money, assistance and aid to the Partnership Schools students and site-based staff (i.e. teachers; principal; teaching interns; etc.). Average Daily Attendance as defined by state law ("ADA") of the Partnership Schools shall be factored into the amount of SB 1882 Funds provided to the Partnership Schools.
- m) References to "fiscal year" in this Agreement means the annual period beginning July 1 and ending June 30.
- n) Partner shall maintain a collaborative and working relationship with the District's Financial Services Department.

- o) Within 120 days after the end of the District’s fiscal year, the District shall provide Partner with a written report detailing all Partnership School funds received by the District and the expenditure of those funds as contemplated by this Agreement.
- p) There shall be no requirement that Partner make cash expenditures of its own funds as distinguished from Partnership School funds under this Agreement, other than the costs of employment of the referenced full-time employee to oversee the Partnership Schools and except as may be explicitly stated in this Agreement.

9. Management Fee

- a) As compensation for its services hereunder, Partner shall receive a management fee (the “Management Fee”) in an amount equal to \$150,000. The Management Fee shall be paid exclusively from the SB 1882 Funds actually received by the District for the Schools. The District’s obligation to pay the Management Fee shall be contingent upon the District’s receipt of SB 1882 Funds. In the event that the District secures additional funds (e.g., grant funds) to compensate Partner for its services under this Agreement, such additional funds will offset and reduce the amount of SB 1882 Funds paid to Partner, provided that the overall amount of funds paid to Partner by the District on an annual basis will be no less than \$150,000. If the amount of SB 1882 Funds paid to Partner is reduced due to the availability of additional funds, the corresponding amount of SB 1882 Funds that is not paid to Partner will be redirected to the Schools. The Management Fee will be paid to Partner annually, pursuant to a schedule mutually agreed upon by the Parties. The projected SB 1882 Funds and Management Fee for the first year of the partnership is described in Exhibit B.
- b) If the Texas Legislature repeals or defunds Senate Bill 1882 or changes the amount of SB 1882 Funds awarded to the District on a per pupil basis, either Party may request a revision to the Management Fee. In such case, both Parties shall negotiate in good faith the terms of the Management Fee. If the Parties cannot mutually agree on a revised Management Fee within sixty days of the request for a revision, either Party shall have the right to terminate this contract.

10. Performance Contract Metrics and Annual Financial Audit

- a) The Superintendent of Schools of the District or his designee shall develop a charter School Performance Framework (“SPF”) by which the Partnership Schools will be evaluated in consultation with Partner. The SPF will inform District decisions related to campus replacement, restart, or closure.
- b) Partner and the Partnership Schools will be subject to SAISD board policy EL(LOCAL), which describes school performance, performance contracts, and the process for charter renewal, probation and revocation. Performance objectives may include, but not be limited to student proficiency, academic growth, and college readiness. Additional objectives as well as a timeline may be developed for charters established at campuses that do not meet state accountability standards.
- c) The School Performance Framework shall inform the development and execution of tentative performance contracts for all Partnership Schools at the time a Partnership School is authorized by the Board of Trustees and incorporated into this Agreement. For any Partnership School that is a new startup school, the Superintendent or designee shall hold a conference with Partner staff and the School principal in the fall of year two of the School’s operation to establish performance baselines and set three- or five-year student achievement targets aligned to the state accountability standards and the District’s School Performance Framework. The tentative performance contract metrics shall then be finalized, approved by the Board of Trustees, and attached to this Agreement. If any existing District school becomes a Partnership School subject to this Agreement, the Superintendent or designee shall hold a conference with Partner staff and the School principal in the fall of year one of the School’s operation to establish performance baselines and set three- or five-year student achievement targets aligned to the state

accountability standards and the District's School Performance Framework. The tentative performance contract metrics shall then be finalized, approved by the Board of Trustees, and attached to this Agreement. Board decisions related to campus charter renewal, probation, or revocation shall be based on the School Performance Framework and this Agreement.

- d) The Superintendent or designee will monitor, evaluate, and publish campus performance annually, the results of which will determine whether the charter will be placed on probation, revoked, and/or renewed on a three or five-year cycle by the Board of Trustees.
- e) The Partnership Schools' Performance Metrics are detailed in **Exhibit A** to this Agreement. Any future changes to performance metrics will expressly require Partner's agreement. Partner agrees to negotiate any changes to the performance contract metrics in good faith. The Partnership Schools will only be held to such performance metrics to the extent that the District holds its own schools to the metrics. If the District does not enforce the State's accountability ratings framework for District schools, it will forfeit the right to enforce the state accountability ratings framework against the Partnership Schools. Partnership Schools that do not meet their annual academic performance goals will meet with the District's Office of Innovation, and the Accountability, Research, Evaluation, and Testing Department to develop and implement documented corrective actions to improve academic performance.
- f) As required by 19 TAC 97.1075(d)(3) and SAISD Policy EL(LOCAL), Partner will complete an annual, independent financial report of Partner meeting the expectations outlined in 19 TAC 109.23 (relating to School District Independent Audits and Agreed-Upon Procedures) and submit the resulting audited annual financial report, including an unqualified audit opinion, to the District within 150 days after the close of Partner's fiscal year. The first audit will commence after completion of the 2022 fiscal year. The District may terminate this agreement prior to the expiration date in the event that Partner receives a qualified audit opinion and fails to remedy any material underlying basis for the qualified audit opinion including, but not limited to, material errors within the audit, within 60 working days.
- g) In accordance with SAISD Policy EL(LOCAL), the Board may place on probation or revoke the charter of a Partnership School if the School:
  - i. Violates a provision of applicable state or federal law, which may result, after a cure period, in revocation of the School's charter at the conclusion of the school year;
  - ii. Fails to meet the metrics set forth in the performance contract for the School's charter after a three- or five-year review period;
  - iii. At the end of two school years, is rated as "improvement required" or fails to meet state accountability standards or is at the bottom five percent in comparison to all campuses in terms of student achievement in the District based on the school performance framework; or
  - iv. Fails to meet generally accepted accounting standards for fiscal management.

11. Facilities

- a) The District shall be responsible for all custodial and maintenance services for the Partnership Schools. The District will complete capital improvements for facilities owned by the District.
- b) Partner will be granted specific District campus access for the purpose of operating the Schools at the agreed-upon District campus.
- c) The District will provide the following to the Partnership Schools: facility repair and maintenance, security equipment (cameras, door card readers, etc.) and technology infrastructure at a level reasonably designed

to meet the Partnership Schools' technology requirements (Internet, phone, overhead projectors, etc.). The District will also pay property insurance costs for District facilities (see Finance and District Services sections of the Agreement) and Partner will be a named additional insured on all such insurance policies, or any program of self-insurance, reinsurance policies, or risk pool participation that covers losses of or damages to real property and structures owned by the District. The District is not responsible for insuring any personal property owned by Partner or the Partnership Schools.

- d) By April 1 of each school year, Partner shall have access to any school buildings proposed to be utilized by Partnership Schools for the following school year. The District will make any required repairs, as determined by Partner and the District, before Partner takes possession of the school.
- e) The District will give Partner access to records in the District's possession on the condition of the facility and maintenance and any capital improvements completed at the facility.
- f) The District shall be responsible for ensuring the Partnership Schools maintain E-Occupancy from the City of San Antonio, are suitable and fit for school use, and satisfy applicable ADA accessibility requirements and any mandated school security requirements.

12. District Services

- a) The District will provide the following services at no cost to the Partnership Schools:
  - i. Child Nutrition Program and Food Services as a pass-through. The District will remain the Contracting Entity and School Food Authority for all purposes and Partner will have no liability or responsibility for compliance with federal or state Child Nutrition guidelines or legal requirements. Partner will maintain a collaborative and working relationship with the District's Food and Child Nutrition Services division.
  - ii. Disciplinary Alternative Education Programs (DAEP), in the event that such programs should be necessary.
  - iii. Related services for special education, Section 504, dyslexia, dysgraphia, hearing, vision, orientation and mobility, assistive technology, adaptive equipment, speech, psychology, orientation and mobility, reading, adaptive physical education, and occupational and physical therapy. Partner will maintain a collaborative and working relationship with the District's Special Education Department.
  - iv. Technology infrastructure and maintenance services at the Schools. Partner will maintain a collaborative and working relationship with the District's Technology and Management Information Systems division.
  - v. Software licenses as required.
- b) If the parties mutually agree to modify the services provided by the District, either at no cost to Partner or as a modification to the administrative support fee, the parties must revise this Agreement accordingly.

13. Best Practices

- a) Partner will participate in Partner Convenings and other regularly occurring meetings established by the District for Senate Bill 1882 partnerships.
- b) A key goal of this Agreement will be to share best practices so that Partner and the District learn from each other in the pursuit of improved educational outcomes and to close the achievement gap. Both

Parties will share academic and operational data on a regular basis and work collaboratively in a spirit of continuous improvement.

14. Representations; Warranties and Covenants

Each of the Parties represents, warrants and covenants to the other Party that:

- i. it has all the requisite power and authority necessary to execute and deliver this Agreement and to perform its respective obligations hereunder (subject to TEA approval);
- ii. it agrees to conduct its business in compliance with all applicable local, state, federal laws and regulations, and this Agreement.

15. Trademarks; School Materials; Ownership and Use; New Intellectual Property

- a) Intellectual Property. Each of the Parties shall retain ownership of the intellectual property it owned prior to the Effective Date of this Agreement, including without limitation all trademarks, service marks, logo marks, trade dress, domain names, works of authorship, copyrightable works, computer programs, software, databases, trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by the District for the Schools shall be owned by the District, and any materials created exclusively by Partner for the Partnership Schools shall be owned by Partner. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.
- b) Licensed Trademarks. During the term of this Agreement, Partner retains all rights to its trademarks, service marks, proprietary slogans and logos (such trademarks, service marks, slogans and logos, collectively, the "Licensed Trademarks"), but will grant to the Partnership Schools a non-exclusive license to use the Licensed Trademarks, including use on school-related clothing and materials, in connection with School Services. As used herein, "School Services" means the furnishing of educational and related services to students and operating the Schools.
- c) School Materials. During the term of this Agreement, Partner grants to the Partnership Schools a non-exclusive license to use Partner's proprietary curriculum materials, including scope, sequence, standards, do-nows, PBL units, exit tickets, exams, assessments, progress reports and other materials ("Licensed Curriculum Materials"). For the avoidance of doubt, the Parties acknowledge and agree that all instructional materials purchased or developed by the District for use by the Partnership Schools ("Instructional Materials"), and all furnishings and equipment of the Partnership Schools, other than those provided by Partner), are the sole property of the District and that such Instructional Materials shall not constitute Licensed Curriculum Materials.
- d) Quality Control
  - i. To protect and preserve the strength of the Licensed Trademarks and the associated goodwill, the nature and the quality of the services provided by the Partnership Schools under the Licensed Trademarks and the Partnership Schools' use of the Licensed Trademarks shall conform to the standards of quality maintained by other district schools utilizing Licensed Trademarks. Without limiting the foregoing, the Partnership Schools shall use the Licensed Trademarks only in the form and manner and with appropriate legends as prescribed from time to time by Partner and will not use any other trademark or service mark in combination with the Licensed Trademarks without prior written approval of Partner.

- ii. The Partnership Schools shall use the Licensed Curriculum Materials in connection with curricular systems and educational programs provided and supported by Partner that shall equal or exceed the standard of quality of Choice Schools utilizing Licensed Trademarks.
  - iii. Partner shall assist the Partnership Schools if necessary and as reasonably requested, in maintaining the quality standards set out in clauses i and ii above.
- e) Intellectual Property Ownership. The District acknowledges that it will not obtain any ownership interest in the Licensed Trademarks or Licensed Curriculum Materials, regardless of how long this Agreement remains in effect and regardless of any reason or lack of reason for the termination thereof. The District shall not knowingly dilute or disparage the Licensed Trademarks. The District agrees that any and all goodwill associated with the use by the Partnership Schools of the Licensed Trademarks shall inure to the sole benefit of Partner. The District further agrees that any and all intellectual property rights in any improvements or modifications to the curriculum materials or in any new curriculum materials and related materials or content which are created, or provided to the Partnership Schools, by or on behalf of the Partnership Schools during the term of this Agreement (collectively, “New Curriculum Materials”) will also be owned by Partner, but Partner hereby grants to the Partnership Schools a non-exclusive license to use the New Curriculum Materials in connection with the School Services during the term of this Agreement. Any New Curriculum Materials created by Partner or the Partnership Schools employees are not works for hire and the District shall have no property rights to any such work created or derivative work. Any and all intellectual property rights in (i) any improvements or modifications to the Licensed Curriculum Materials or New Curriculum Materials, (ii) any new curriculum materials and related materials or content, in the case of (i) or (ii) created by the Partnership Schools (including, as between Partner and the Partnership Schools, the teaching staff, supervisory and other personnel employed by the School) during the term of this Agreement; (iii) any Instructional Materials (collectively, the Partnership Schools’) will be owned by the Partnership Schools but the District hereby grants to the Partnership Schools, subject to any limitations on its ownership rights in Instructional Materials, a non-exclusive, perpetual royalty-free license to use the Partnership Schools’ Intellectual Property in connection with School Services provided by Partner to the Partnership Schools under its management whether during or after the term of this Agreement; provided however, that nothing shall obligate the Partnership Schools to update or support the Partnership Schools’ Intellectual Property following the termination of this Agreement. Partner shall only use the Partnership Schools’ Intellectual Property in connection with School Services provided by Partner to the Partnership Schools under its management in a manner that is consistent with Applicable Law, including data privacy laws.
- f) Use of Intellectual Property Following Termination. Upon the end of this Agreement, the Partnership Schools and the District shall cease any further use of the Licensed Trademarks, Licensed Curriculum Materials, and New Curriculum Materials including any improvements or modifications to the Licensed Curriculum Materials or New Curriculum Materials. Notwithstanding the foregoing, should the Partnership Schools be unable, despite diligent efforts on its part, to obtain and substitute other curriculum materials to replace some or all of the Licensed Curriculum Materials or New Curriculum Materials in sufficient time for the next school term commencing after the end of the Agreement, then the Partnership Schools may continue to use those portions of the curriculum materials and New Curriculum Materials which it was unable to replace for a maximum of one school year following expiration or termination of this Agreement, *it being understood* that (i) Partner shall provide no updates or other support for such materials, (ii) the Partnership Schools shall, to the extent practical, remove any Licensed Trademarks or other marks identifying such materials as part of the Partnership Schools’ curricular program, and (iii) the Partnership Schools shall cease use of such materials as soon as practical but in no event later than the end of the school year immediately following the end of this Agreement.

16. Term & Termination

- a) This term of this Agreement shall begin on July 1, 2021 and end on June 30, 2031 (the "Initial Term"), unless terminated pursuant to its terms.
- b) The District may only terminate this Agreement, as described below, after a vote of the full board with an opportunity for notice and comment and appropriate due process, as described below. Any termination by the District may only be approved by a 70% vote of the full Board, which means 5 affirmative votes out of 7 board members.
- c) The District may terminate this Agreement prior to the expiration date if two or more Partnership Schools:
  - i. Fail to meet generally accepted accounting standards for fiscal management, following written notice from the District and a 60-day opportunity to cure;
  - ii. Fail to meet the metrics set forth in those Schools' performance contracts after a three- or five-year review period;
  - iii. Are rated as "improvement required" or otherwise fail to meet state accountability standards after their second school year in operation; or
  - iv. Are in the bottom five percent in comparison to all District campuses based on the District's School Performance Framework after their second school year in operation.
- d) In accordance with 19 Texas Administrative Code section 97.1075(d)(5), due process will be afforded Partner as follows:
  - i. A requirement of a public hearing at least 30 days prior to any action to terminate this Agreement when Partner has successfully met the performance expectations and goals described in this agreement; and
  - ii. A requirement of a public hearing at least 30 days prior to any action to extend this Agreement when Partner has failed to successfully meet the performance expectations and goals described in this agreement.
- e) Following the Initial Term, the term of this Agreement may be extended by agreement of the Parties (as reflected in each case in a written renewal agreement) for successive ten-year periods (each a "Renewal Term").
- f) This Agreement may be terminated at any time prior to its expiration date by the Parties, with or without cause, upon mutual written consent.
- g) This Agreement may be terminated prior to its expiration date by the District if the District delivers a written notice of termination (including the reasons therefor) to Partner, in the event that (i) Partner commences any case or proceeding, or files any petition in bankruptcy, or for reorganization, liquidation or dissolution, or has been adjudicated insolvent or bankrupt, or applies to any tribunal for a receiver, intervener, conservator or trustee for itself or for any substantial part of its property, (ii) an administrative or judicial body has suspended or revoked any license which may be required for Partner to carry on its business and perform its obligations under this Agreement other than for technical paperwork violations, (iii) Partner violates any material provision of law with respect to the Partnership Schools from which the Partnership Schools were not specifically exempted, (iv) Partner is found by a court of competent jurisdiction, or other lawful authority to have made fraudulent use of the Partnership Schools' funds, (v)

Partner breaches any of the material terms and conditions of this Agreement, *provided* Partner has not cured the breach within sixty (60) District work days from receipt of a notice of breach from the District; or (vi) Partner receives a qualified audit opinion and fails to remedy any material underlying basis for the qualified audit opinion including, but not limited to, material errors within the audit, within 60 working days. The notice of termination shall be delivered at least one hundred twenty (120) days prior to the date of termination and shall be effective at the close of the school year in which such notice is issued.

- h) In the event the District terminates the Agreement for a reason outside of the defined material terms and conditions of this Agreement, not including section 19(r), then the District's termination under this paragraph can only take effect at the end of the school year following the District's Board of Trustees providing 180 days prior written notice. By way of example, if there are 179 days left in the current school year when written notice is given, the termination would not be effective until the end of the next school year. The District shall compensate Partner for all actual costs incurred by Partner related to the District's exiting the Agreement, including, but not limited to, the loss of the Management Fee for the Partnership Schools for a period of two years, the cost of leasing of a separate facility in Bexar County (if any), limited to the market value of the current leased or District provided premises, incurred by Partner for a period of two years, and any other personnel or operational costs incurred by Partner as a result of the termination. The District agrees that such compensation is not a penalty or meant to be punitive and hereby waives and agrees it will not assert any defense that this compensation is a penalty or meant to be punitive to invalidate this compensation.
- i) This Agreement may be terminated prior to its expiration date by Partner if it delivers a written notice of termination (including the reasons therefor) to the District, at least ninety (90) days prior to the intended Termination Date, in the event that (i) the District materially breaches any of the material terms and conditions of this Agreement, *provided* the District has not cured the breach within thirty (30) District working days from receipt of a notice of breach from Partner, (ii) the District takes any action which materially interferes with the ability of Partner or the Partnership Schools to provide services under this Agreement, (iii) the District's leadership, the Superintendent, or a majority of the School Board oppose the continuation of this Agreement or oppose the idea of a cooperative working relationship between the District and charters as provided for in this Agreement, (iv) the District, unreasonably and without proper cause, revokes any of the Partnership Schools' Charters, or (v) Partner chooses to terminate this Agreement, at its sole discretion, at the end of any school year in which any of the Partnership Schools' in-district charters are being evaluated for renewal, probation or termination, in accordance with SAISD Board Policy EL(LOCAL). Any termination by Partner pursuant to this Section shall be effective as of the end of the then-current school year, *provided* that Partner and the District shall endeavor to establish a transition plan for withdrawal of Partner and its replacement by another partner organization or internal District personnel, as determined by the Partnership Schools, within a shorter period of time to the extent practicable and in the best interests of the Partnership Schools students.
- j) Upon termination of this Agreement, whether with or without cause (other than pursuant to clauses 16(f) and (i) above), Partner 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. To the extent this Agreement is terminated as permitted, then such termination shall be without liability to any Party or to any affiliate, shareholder, trustee, director, officer or representative of such Party, and following such termination no Party shall have any liability under this Agreement or relating to the transactions contemplated by this Agreement other than in this Section; *provided* that no such termination shall relieve any Party from liability in respect of breaches by such Party prior to such termination.

17. Indemnification; Insurance

- a) To the greatest extent allowed by Texas Law, the District shall indemnify and hold harmless Partner, its affiliates, subsidiaries, trustees, directors, ~~60~~ officers, agents, servants, and employees (each, an

“Indemnitee”), from and against any and all damages, claims, liability, losses and expenses incurred by any Indemnitee in respect of, arising out of, or involving, a claim made by any third-party against any Indemnitee resulting from or arising in connection with any advice, guidance, act or omission on the part of the District, its trustees, directors, officers, directors, agents, servants or employees, whether in connection with the services or support functions to be provided under this Agreement or activities undertaken by the District on behalf of other schools, *excluding, however*, any liability resulting from or arising in connection with (i) actions taken by the District at the express request or direction of Partner, (ii) any advice, guidance, acts or omissions by the District premised on a misrepresentation or failure to disclose information when under an obligation to do so by the person or entity seeking indemnification, or (iii) any liability to the extent arising as a result of negligence, intentional tort, fraud or criminal conduct on the part of Partner or any of its trustees, officers, agents, or employees.

- b) If a third party claim is made against an Indemnitee, that does not include a claim for liability resulting from or arising in connection with (i) actions taken by the District at the express request or direction of Partner, (ii) any advice, guidance, acts or omissions by the District premised on a misrepresentation or failure to disclose information when under an obligation to do so by the person or entity seeking indemnification, or (iii) any liability to the extent arising as a result of negligence, intentional tort, fraud or criminal conduct on the part of Partner or any of its trustees, officers, agents or employees, then such Indemnitee shall give written notice to the District of such claim as soon as reasonably practicable after such Indemnitee has received notice thereof (provided that failure to give timely notice shall not limit the indemnification obligations of the District hereunder except to the extent that the delay in giving, or failure to give, such notice has materially prejudiced the ability of the District to defend the claim). The District shall defend such claim, at the District’s own expense or through its insurance as applicable and with counsel selected by the District and reasonably satisfactory to such Indemnitee, provided that an Indemnitee shall at all times also have the right to fully participate in the defense at its own expense unless the Indemnitee and the District reasonably determine that representation of Indemnitee and the District by the same counsel would materially prejudice the interest of District or the Indemnitee; provided that the District will only be responsible under such circumstances for the expenses of a single additional counsel for all Indemnitees). If the District shall fail to commence a defense against such claim within thirty (30) days after notice thereof shall have been given by an Indemnitee to the District or if the District shall not diligently pursue such defense, such Indemnitee shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim on behalf, for the account, and at the risk and expense (including the payment of reasonable attorneys’ fees of such Indemnitee regardless of whether the Indemnitee prevails against the third party claim) of the District. If the District assumes the defense of such claim, the obligation of the District hereunder as to such claim shall include taking all reasonably necessary steps in the defense of such claim.
- c) The District shall not consent to the entry of any judgment or settle or compromise any third party demands, claims, actions, suits or proceedings for which an Indemnitee has sought indemnification from the District and for which Indemnitee has not been fully released unless it shall have given such Indemnitee not less than fifteen (15) days’ prior written notice of the proposed consent, settlement or compromise, and afforded such Indemnitee an opportunity to consult with the District regarding the proposed consent, settlement or compromise, and shall not consent to the entry of any judgment or enter into any settlement or compromise without the approval of such Indemnitee. An Indemnitee shall not unreasonably withhold or delay its approval of a proposed consent, settlement or compromise. In determining whether to give its approval, an Indemnitee may consider whether the proposed consent, settlement or compromise includes as an unconditional term thereof the giving by the claimant to such Indemnitee of a release from all liabilities and obligations of whatever kind or nature in respect of such claim except the liabilities and obligations satisfied by the District. If the Indemnitee unreasonably withholds its approval of a proposed consent settlement or compromise, and shall not consent to the entry of any judgment or enter into any settlement or compromise that provides the Indemnitee with a

release from all liabilities and obligations of whatever kind or nature in respect of such claim except the liabilities and obligations satisfied by the District, Indemnitee shall continue its defense at its own cost and the District is not required to provide any additional amounts above the proposed consent settlement or compromise in any subsequent consent, settlement, judgment or compromise negotiated by Indemnitee.

- d) The rights to indemnification and reimbursement provided by, or granted pursuant to, this Section shall continue as to an Indemnitee who has ceased to be a trustee, director, officer, agent, servant or employee of Partner (or any other person indemnified hereunder) but only for claims based upon events that occurred while the Indemnitee was a trustee, director, officer, agent, servant or employee of Partner. The provisions of this Section shall be a contract between the District, on the one hand, and each Indemnitee who served at any time while this Section is in effect in any capacity entitling such Indemnitee to indemnification hereunder, on the other hand, pursuant to which the District and each such Indemnitee intend to be legally bound. No repeal or modification of this Section shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon such state of facts.
- e) The District agrees to request from its insurance carriers that Partner be added as an additional named insured on any District held policies of insurance related to transportation or general liability. The District will provide Partner with a copy of each insurance policy, indicating Partner as an additional insured, within 10 business days of receipt of documentation from the District's insurance carriers. The District will also notify Partner of any policy change and provide Partner with updated records upon any changes in coverage.

18. No Waiver of Immunity

- a) Nothing contained in this Agreement shall be read to waive the immunity granted by TEC, Chapter 22, Subchapter B, and TEC, Chapter 12, Subchapter C. Notwithstanding the above, the Parties acknowledge, stipulate and agree that this Agreement is a contract for goods and services subject to Chapter 271, Subchapter I of the Texas Local Government Code in that Partner is providing goods and services to the District and that the District is also providing goods and services to Partner that this Agreement is duly authorized and properly executed by both the District and Partner and that immunity is waived, to the extent set forth in Chapter 271, Subchapter I of the Texas Local Government Code, as between Partner and the District for purposes of adjudicating any future claim for breach of this contract.

19. Miscellaneous

- a) All communications and notices relating to this Agreement are to be delivered in writing, with confirmation of delivery, to the following address or to such other address as either party may designate from time to time:

If to District, to:

Mr. Pedro Martinez  
Superintendent  
141 Lavaca  
San Antonio, TX 78210  
Telephone: (210) 554-2200  
Facsimile: (210) 228-3102  
Email: pmartinez1@saisd.net

With a copy to:

Mohammed Choudhury  
Chief Innovation Officer  
141 Lavaca  
San Antonio, TX 78210  
Telephone: (210) 554-2200  
Facsimile: (210) 228-3102  
Email: mchoudhury1@saisd.net

With a copy by e-mail to:

Pablo Escamilla  
Escamilla & Poneck, LLP  
700 N. St. Mary's St., Suite 850  
San Antonio, TX 78205  
Telephone: 210-503-4116  
Facsimile: 210-225-0041  
Email: pescamilla@escamillaponeck.com

If to Partner, to:  
Michelle Boyle  
Public Montessori in Action International  
PO Box 80, Belfast, ME 04915

With a copy to:  
Genevieve D'Cruz  
Public Montessori in Action International  
201 Q St. NE, Apt 3133, Washington, DC 20002

- b) In the event that any provision of this Agreement or the application hereof to either Party or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to either Party or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.
- c) Neither Party will be the agent of the other Party except to the extent otherwise specifically provided by this Agreement. Neither Party has the express nor implied authority to bind the other Party to any contractual duty other than what is specifically stated in this Agreement. Furthermore, both Parties shall represent to third parties and shall disclaim to such third parties, the extent of that Party's binding authority, which must be approved by the Parties' respective governing boards held in accordance with the Texas Open Meetings Act (appearing in minutes of such meeting) and as agreed to in writing by the Parties.
- d) The failure by either Party hereto to insist upon or to enforce any of its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of such Party's right to insist upon strict compliance with the provisions hereof. No delay in exercising any right, power or remedy created hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by any Party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.

- e) Neither Party is a division, subsidiary, affiliate, or any part of the other Party, nor has the right or authority to exercise any common control of any other Party. Nothing herein shall be construed to create a partnership or joint venture by or between the District and the OP.
- f) Partner and/or the Partnership Schools' governing body shall remain independent of the District. Both Partner and the Schools' governing bodies are not and shall not be comprised of any members of the District's Board of Trustees, the District's Superintendent, or any staff member responsible for granting this Agreement.
- g) This Agreement shall not be changed, modified or amended nor shall a waiver of its terms or conditions be deemed effective except by a writing signed by the Parties hereto.
- h) The Parties hereto acknowledge that the management of the Partnership Schools by third parties is an area presenting numerous legal uncertainties and ambiguities, and that the arrangements contemplated by this Agreement are new and unique and in light of these factors agree to work together in good faith to resolve in manner consistent with the spirit and intent of the relationship created hereby, any new or unforeseen issues which arise in carrying out the terms of this Agreement.
- i) This Agreement may not be assigned (whether by operation of law, merger, or otherwise) by either Party without the prior written consent of the other Party. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and permitted assigns of the respective Parties hereto.
- j) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflicts of law rules thereof.
- k) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Electronic copies shall be treated as originals.
- l) Except as expressly provided in this Agreement, each of the Parties hereto shall bear its own costs and expenses incurred in connection with the negotiation, execution and delivery of this Agreement.
- m) This Agreement does not confer any rights or remedies upon any person or entity, other than the Parties hereto and their respective successors and permitted assigns.
- n) Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement, and all references to Articles and Sections refer to articles and sections of this Agreement, all references to "including" or any variation thereof will be construed as meaning "including without limitation" and all references to Exhibits, Schedules or Appendices are to Exhibits, Schedules or Appendices attached to this Agreement, as amended pursuant to this Agreement from time to time, each of which is made a part of this Agreement for all purposes. All headings and captions contained in this Agreement are inserted for convenience only and shall not be deemed a part of this Agreement. The Annexes are considered a part of this Agreement. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if". The sign "\$" when used in this Agreement means the lawful money of the United States of America.
- o) Where any provision in this Agreement refers to action to be taken by any person or entity, or which such person or entity is prohibited from taking, such provision will be applicable whether such action is taken directly or indirectly by such person or entity.

- p) This 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, written, implied or expressed, relating to such subject matter.
- q) This Agreement is hereby deemed performable entirely in Bexar County, Texas. Mandatory and exclusive venue for any lawsuit or adjudicatory proceeding brought by either party to the contract shall be in Bexar County, Texas.
- r) Partner is solely responsible for compliance with the obligations assumed by or assigned to the Partnership Schools. District shall not be responsible for any penalties levied for Partner's failure to comply with the obligations assumed by or assigned to the Partnership Schools, except to the extent the penalty is due to the action or inaction of a District employee. Subject to the policy limits of Partner's insurance coverage and to the extent the Partnership Schools and the District are not otherwise entitled to claim immunity under Texas law, Partner shall indemnify and/or defend the District if there is any challenge or attempt to involve the District in any complaint, litigation or penalty solely arising out of Partner's obligations under this Agreement. The District may terminate the Agreement should there be a challenge or attempt to involve the District.
- s) Partner will have discretion as to whether it will open and operate additional schools; however, Partner and the Superintendent for the District must mutually agree when and which additional schools will be opened within the District.
- t) This Agreement requires Partner to comply with specific District policies, including but not limited to EL(LOCAL), FD(LOCAL), and FDB(LOCAL). To ensure Partner's ability to comply with such policies, the District will inform each School principal regarding any changes to such policies within 30 days after the SAISD Board approves such changes. The District will also utilize the in-district charter school or Innovation Zone advisory council to inform Partner regarding upcoming policy changes.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

*Signature page for the Partnership Agreement between San Antonio Independent School District and Public Montessori in Action.*

DISTRICT:

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Patti Radle  
President, San Antonio ISD Board of Trustees

By: \_\_\_\_\_  
Pedro Martinez  
Superintendent, San Antonio ISD

Partner:

**PUBLIC MONTESSORI IN ACTION INTERNATIONAL**

By: \_\_\_\_\_  
Michelle Boyle  
Director of Operations, Public Montessori in Action International

**EXHIBIT A – School Performance Contracts**

|     |  |
|-----|--|
| A-1 | Rodriguez Montessori Elementary School |
| A-2 | Steele Montessori Academy              |

**Exhibit A-1**

**Rodriguez Montessori Elementary School – In-District Charter Performance Contract**

This performance contract is subject to Texas Education Code Chapter 39 (regarding state accountability), 19 TAC §1075 (regarding partnership performance contracts), SAISD Board Policy EL(LOCAL), and the Partnership Agreement.

**I. Academic Excellence.** Objective: Academic performance will meet or exceed local and state standards.

Performance Measure 1 (Campus Overall Rating) is the most important metric in the Academic Excellence section for assessing the academic success of all in-district charter schools. The other performance metrics in this section serve as guideposts to enable the school to achieve its overall rating. A school will be considered as having met the Academic Excellence measure if they meet the overall rating in Performance Measure 1.

**Performance Measure 1: Campus Overall Rating**

| School Year           | 2020-21<br>(Baseline) | 2021-22   | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|-----------------------|-----------------------|-----------|---------|---------|---------|---------|
| <b>Overall Rating</b> | No data               | No rating | C       | C       | C       | B       |

**Performance Measure 2: Student Achievement Domain**

| School Year                           | 2020-21<br>(Baseline) | 2021-22 | 2022-23                 | 2023-24                 | 2024-25                 | 2025-26                 |
|---------------------------------------|-----------------------|---------|-------------------------|-------------------------|-------------------------|-------------------------|
| <b>Circle % at Tier 1 Reading PK4</b> | No data               | 64%     | See STAAR metrics below | See STAAR metrics below | See STAAR metrics below | See STAAR metrics below |
| <b>Circle % at Tier 1 Math PK4</b>    |                       | 92%     |                         |                         |                         |                         |
| <b>MAP % Tier 1 Reading KG</b>        |                       | 73%     |                         |                         |                         |                         |
| <b>MAP % Tier 1 Math KG</b>           |                       | 61%     |                         |                         |                         |                         |
| <b>MAP % Tier 1 Reading G1</b>        |                       | 44%     |                         |                         |                         |                         |
| <b>MAP % Tier 1 Math G1</b>           |                       | 49%     |                         |                         |                         |                         |
| <b>MAP % Tier 1 Reading G2</b>        |                       | 52%     |                         |                         |                         |                         |
| <b>MAP % Tier 1 Math G2</b>           |                       | 64%     |                         |                         |                         |                         |

| School Year           | 2020-21<br>(Baseline) | 2021-22   | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|-----------------------|-----------------------|-----------|---------|---------|---------|---------|
| Domain Rating         | No data               | No rating | C       | C       | C       | B       |
| STAAR/EOC Performance |                       | N/A       | 44%     | 47%     | 50%     | 53%     |

**Performance Measure 3: Progress Domain**

| School Year                    | 2020-21<br>(Baseline) | 2021-22   | 2022-23                 | 2023-24                 | 2024-25                 | 2025-26                 |     |     |     |     |
|--------------------------------|-----------------------|-----------|-------------------------|-------------------------|-------------------------|-------------------------|-----|-----|-----|-----|
| Circle % Growth Reading PK4    | No data               | 71%       | See STAAR metrics below | See STAAR metrics below | See STAAR metrics below | See STAAR metrics below |     |     |     |     |
| Circle % Growth Math PK4       |                       | 92%       |                         |                         |                         |                         |     |     |     |     |
| MAP % Growth Reading KG        |                       | 56%       |                         |                         |                         |                         |     |     |     |     |
| MAP % Growth Math KG           |                       | 56%       |                         |                         |                         |                         |     |     |     |     |
| MAP % Growth Reading G1        |                       | 51%       |                         |                         |                         |                         |     |     |     |     |
| MAP % Growth Math G1           |                       | 61%       |                         |                         |                         |                         |     |     |     |     |
| MAP % Growth Reading G2        |                       | 51%       |                         |                         |                         |                         |     |     |     |     |
| MAP % Growth Math G2           |                       | 61%       |                         |                         |                         |                         |     |     |     |     |
| Domain Rating                  |                       | No rating |                         |                         |                         |                         | C   | C   | C   | B   |
| STAAR/EOC Growth               |                       | N/A       |                         |                         |                         |                         | 69% | 71% | 73% | 75% |
| STAAR/EOC Relative Performance | N/A                   | 44%       | 47%                     | 50%                     | 53%                     |                         |     |     |     |     |

**Performance Measure 4: Closing the Gap Domain**

| School Year                             | 2020-21<br>(Baseline) | 2021-22   | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---|-----------------------|-----------|---------|---------|---------|---------|
| Domain Rating                           | No data               | No rating | C       | C       | C       | C       |
| Academic Achievement (% Indicators Met) |                       | N/A       | 40%     | 40%     | 50%     | 60%     |

|   |         |     |     |     |     |     |
|---|---------|-----|-----|-----|-----|-----|
| <b>Academic Growth<br/>(% Indicators Met)</b> | No data | N/A | 50% | 50% | 60% | 60% |
| <b>Student Success<br/>(% Indicators Met)</b> |         | N/A | 30% | 30% | 40% | 50% |
| <b>English Language<br/>Proficiency</b>       |         | N/A | Met | Met | Met | Met |

## II. Organizational Strength

| Objective   | Metric  |         |     |         |     |         |     |         |     |         |     |
|---|---|---------|-----|---------|-----|---------|-----|---------|-----|---------|-----|
| School leadership will further the school mission, program, and goals and will act strategically to ensure adequacy, alignment, and coherence of actions. | <ul style="list-style-type: none"> <li>Fulfill the education plan and programs outlined in the campus charter, in accordance with Tex. Educ. Code Sec. 12.059(1).</li> <li>Overall score on the district-wide teacher survey that meets or exceeds the district average.</li> </ul>   |         |     |         |     |         |     |         |     |         |     |
| Provide quality educational programs that enable all students to achieve academically and socially.   | <ul style="list-style-type: none"> <li>Average daily student attendance rate of at least 95%.</li> <li>Student attrition rates as follows: <table border="1" data-bbox="761 926 1024 1110"> <tr> <td>2020-21</td> <td>15%</td> </tr> <tr> <td>2021-22</td> <td>15%</td> </tr> <tr> <td>2022-23</td> <td>10%</td> </tr> <tr> <td>2023-24</td> <td>10%</td> </tr> <tr> <td>2024-25</td> <td>10%</td> </tr> </table> </li> </ul> | 2020-21 | 15% | 2021-22 | 15% | 2022-23 | 10% | 2023-24 | 10% | 2024-25 | 10% |
| 2020-21   | 15%   |         |     |         |     |         |     |         |     |         |     |
| 2021-22   | 15%   |         |     |         |     |         |     |         |     |         |     |
| 2022-23   | 10%   |         |     |         |     |         |     |         |     |         |     |
| 2023-24   | 10%   |         |     |         |     |         |     |         |     |         |     |
| 2024-25   | 10%   |         |     |         |     |         |     |         |     |         |     |
| Meaningfully engage families to establish and maintain positive relationships between school and home.  | <ul style="list-style-type: none"> <li>Overall score on the district-wide parent survey that meets or exceeds the district average.</li> </ul>  |         |     |         |     |         |     |         |     |         |     |

## III. Financial Health

| Objective   | Metric  |
|---|---|
| The school will be a well-run, financially healthy organization capable of achieving long-term success. | <ul style="list-style-type: none"> <li>School will demonstrate effective fiscal management by following district policies and procedures and applicable state and federal law related to the spending, budgeting, and reporting of any district or campus funds.</li> </ul> |

**Exhibit A-2**

**Steele Montessori Elementary School – In-District Charter Performance Contract**

This performance contract is subject to Texas Education Code Chapter 39 (regarding state accountability), 19 TAC §1075 (regarding partnership performance contracts), SAISD Board Policy EL(LOCAL), and the Partnership Agreement.

**I. Academic Excellence.** Objective: Academic performance will meet or exceed local and state standards.

Performance Measure 1 (Campus Overall Rating) is the most important metric in the Academic Excellence section for assessing the academic success of all in-district charter schools. The other performance metrics in this section serve as guideposts to enable the school to achieve its overall rating. A school will be considered as having met the Academic Excellence measure if they meet the overall rating in Performance Measure 1.

**Performance Measure 1: Campus Overall Rating**

| School Year           | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|-----------------------|-----------------------|---------|---------|---------|---------|---------|
| <b>Overall Rating</b> | No rating             | C       | C       | C       | B       | B       |

**Performance Measure 2: Student Achievement Domain**

| School Year                  | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|------------------------------|-----------------------|---------|---------|---------|---------|---------|
| <b>Domain Rating</b>         | No rating             | C       | C       | C       | B       | B       |
| <b>STAAR/EOC Performance</b> | N/A                   | 42%     | 46%     | 50%     | 53%     | 56%     |

**Performance Measure 3: Progress Domain**

| School Year                           | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---------------------------------------|-----------------------|---------|---------|---------|---------|---------|
| <b>Domain Rating</b>                  | No rating             | C       | C       | C       | B       | B       |
| <b>STAAR/EOC Growth</b>               | N/A                   | 69%     | 72%     | 74%     | 75%     | 80%     |
| <b>STAAR/EOC Relative Performance</b> | N/A                   | 42%     | 46%     | 50%     | 53%     | 56%     |

## Performance Measure 4: Closing the Gap Domain

| School Year                                | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|--|-----------------------|---------|---------|---------|---------|---------|
| Domain Rating                              | No rating             | C       | C       | C       | C       | C       |
| Academic Achievement<br>(% Indicators Met) | N/A                   | 40%     | 40%     | 50%     | 60%     | 70%     |
| Academic Growth<br>(% Indicators Met)      | N/A                   | 50%     | 50%     | 60%     | 70%     | 80%     |
| Student Success<br>(% Indicators Met)      | N/A                   | 30%     | 30%     | 40%     | 60%     | 70%     |
| English Language Proficiency               | N/A                   | Met     | Met     | Met     | Met     | Met     |

## II. Organizational Strength

| Objective   | Metric  |         |     |         |     |         |     |         |     |         |     |
|---|---|---------|-----|---------|-----|---------|-----|---------|-----|---------|-----|
| School leadership will further the school mission, program, and goals and will act strategically to ensure adequacy, alignment, and coherence of actions. | <ul style="list-style-type: none"> <li>Fulfill the education plan and programs outlined in the campus charter, in accordance with Tex. Educ. Code Sec. 12.059(1).</li> <li>Overall score on the district-wide teacher survey that meets or exceeds the district average.</li> </ul>   |         |     |         |     |         |     |         |     |         |     |
| Provide quality educational programs that enable all students to achieve academically and socially.   | <ul style="list-style-type: none"> <li>Average daily student attendance rate of at least 95%.</li> <li>Student attrition rates as follows: <table border="1" data-bbox="760 1270 1024 1459"> <tbody> <tr> <td>2019-20</td> <td>15%</td> </tr> <tr> <td>2020-21</td> <td>15%</td> </tr> <tr> <td>2021-22</td> <td>15%</td> </tr> <tr> <td>2022-23</td> <td>10%</td> </tr> <tr> <td>2023-24</td> <td>10%</td> </tr> </tbody> </table> </li> </ul> | 2019-20 | 15% | 2020-21 | 15% | 2021-22 | 15% | 2022-23 | 10% | 2023-24 | 10% |
| 2019-20   | 15%   |         |     |         |     |         |     |         |     |         |     |
| 2020-21   | 15%   |         |     |         |     |         |     |         |     |         |     |
| 2021-22   | 15%   |         |     |         |     |         |     |         |     |         |     |
| 2022-23   | 10%   |         |     |         |     |         |     |         |     |         |     |
| 2023-24   | 10%   |         |     |         |     |         |     |         |     |         |     |
| Meaningfully engage families to establish and maintain positive relationships between school and home.  | <ul style="list-style-type: none"> <li>Overall score on the district-wide parent survey that meets or exceeds the district average.</li> </ul>  |         |     |         |     |         |     |         |     |         |     |

## III. Financial Health

| Objective  | Metric  |
|--|---|
| The school will be a well-run, financially healthy organizations capable of achieving long-term success. | <ul style="list-style-type: none"> <li>School will demonstrate effective fiscal management by following district policies and procedures and applicable state and federal law related to the spending, budgeting, and reporting of any district or campus funds.</li> </ul> |

**EXHIBIT B – Total Budget for Partnership Schools for First Year of Operation**

|     |  |
|-----|--|
| B-1 | Rodriguez Montessori Elementary School |
| B-2 | Steele Montessori Academy              |

***[BUDGET DOCUMENTS WILL BE INCLUDED AFTER THEY ARE FINALIZED]***



# **In-District Charter School Application**



**Rodriguez Montessori Elementary School**

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2. [Stakeholder Map](#)
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6. [Mission](#)
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15. [Family and Community Engagement](#)
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17. [Campus Governance](#)
18. [Budget Exercise](#)
19. [Implementation Plan](#)
20. [Appendix A – Data Template](#)

## 1. CAPACITY OF APPLICANT LEADERSHIP TEAM

**Laura Christenberry - Principal, Steele Montessori ES** - Laura Christenberry founded Steele Montessori Academy with SAISD in 2017. She worked with the National Center for Montessori in the Public Sector to create the vision and launch the first public Montessori school in San Antonio. Laura Christenberry has also had experience with the Young Women’s Leadership Academy, another innovative in-district charter school, and was the assistant principal at Gates Elementary when it moved out of Improvement Required standing in just one year. Laura’s skill set includes creating and articulating a solid vision to staff and parents, inspiring staff to continue and embrace Montessori principles, and organizing teams.

**Rebecca Gonzalez - Associate Principal, Steele and Rodriguez** - Rebecca Gonzales has been in education for twenty-three years. Rebecca’s first experience with Montessori was in attending St. Mary’s Hall High School where the Montessori principles were in place. She joined the Steele team three years ago as a parent of a Steele student and has now joined the administration team for Steele and Rodriguez Montessori. She was a classroom teacher for eleven years, a Campus Instructional Coordinator for four years, and an Assistant Principal for seven years. She has had experience with reviewing data and evaluating the effectiveness of programs that are being used on the campus. She has conducted many information sessions and tours for Steele and Rodriguez Montessori.

**Linda Galvan - Senior Coordinator of Operations, Steele and Rodriguez** - Linda Galvan has overseen operations for various organizations for over 10 years. She spent over 3 years on a Title I campus as a Case Manager for the non-profit ,Communities in Schools, Cameron County. There she coordinated students retention/motivation events, parenting sessions, referrals to outside agencies, and other social service support. Group Excellence, an onsite tutoring company, was her next venture where she set-up recruiting events, interviews, on-boarding/existing employees procedures and designed professional development. As an HR and Quality Assistant, she gained experience in employee recruitment, creating company handbooks, training, and procedures. She joined Steele in its founding year as the Parent Family Liaison, where she established family-community events, information sessions for potential families, and supervised their family and community volunteers.

## 2. STAKEHOLDER MAP

| Students                  |  |
|---------------------------|--|
| Stakeholder’s Top 3 Needs | <ol style="list-style-type: none"> <li>1. During conversations with the students in schools near Rodriguez Elementary School, the students stated that they were looking for the opportunity to learn a second language. They understand the advantage that knowing a second language gives them when applying for jobs, when it comes to their salary potential, and having the ability to interact with the community in which they live.</li> <li>2. Students voiced that they would like a curriculum in which they can work at their own pace, have hands-on experiences, and have the opportunity to engage in interactive projects. If a topic is something that the student feels they need more time to master, then they would like the option to spend more time on this topic to move towards mastery. Those students who are further along in the curriculum than other students would like the option to pursue their interests or have the option to move forward with their learning and not be held back for the sake of keeping all students together to meet a timeline. They would also like to have the opportunity to learn</li> </ol> |

|  |  |
|--|--|
|  | <p>through interactive projects on topics they desire. The students understand that if they have fun while learning, they will more likely remember the material.</p> <p>3. Students in this day and age need curriculum and guidance in making healthy and safe choices that allow them to develop healthy relationships and learn to regulate their emotional well being. Students face an increasingly difficult social and emotional landscape to navigate, especially when coming from a low socio-economic background.</p> |
| How those needs were identified (discuss engagement) | Rodriguez community meetings conducted in Sept., Oct. and Nov. of 2019.  |

**Campus Staff**

|   |   |
|---|---|
| Stakeholder's Top 3 Needs                               | <ol style="list-style-type: none"> <li>1. In our experience at Steele and other schools, we believe that all campus staff crave opportunities to grow as professionals, especially in their capacities as leaders. Many teachers that thrive at Steele were recruited from SAISD where they were already known as successful teachers. They reported feeling fulfillment from the transition made to the Montessori model and from the meaningful relationships they have with students, but are eager to take on more responsibility and grow into roles that allow them to further support the school and students.</li> <li>2. Rodriguez staff will likely need tangible support in helping students with academic, behavioral, social, and emotional needs resulting from a variety of circumstances. Staff will be working with students with a variety of ability levels, some coming from challenging backgrounds, who need concrete support to help students reach their potential in all areas.</li> <li>3. Campus staff will need fellow staff members (including administration) that support the Montessori implementation. The staff will want the leadership to continue to build autonomous opportunities for teachers to allow students to develop at their own pace and make each day meaningful to a variety of learners through a flexible and efficient model of education. Teachers need the autonomy to plan individual lessons and abide by the Montessori model.</li> </ol> |
| How those needs were identified (completed engagement)? | These needs were identified through gathering feedback from Steele staff, including the Staff Insight Survey given in the Spring of 2019, teacher feedback received in Spring of 2019, candidate interviews conducted during the Fall of 2018, and through the on-boarding process.   |

**Families**

|                           |  |
|---------------------------|--|
| Stakeholder's Top 3 Needs | <ol style="list-style-type: none"> <li>1. Rodriguez and neighborhood families are asking for the opportunity for their students to have a balance of technology time and time learning by other means. They understand the importance of technology in learning, such as using it for research, but they also want their students to spend time interacting with nature.</li> <li>2. Families want the new school at Rodriguez to remain a part of the immediate community. They have seen Rodriguez through the good times and through the rough times. Generations of families have attended the school and have fond memories of their time spent there. They understand the need for newness to be brought to the school, but want the heritage of the school to remain intact.</li> <li>3. The families in the vicinity of Rodriguez understand the importance of teaching the students social/emotional skills. Rodriguez is located in an area of the city that experiences trauma and</li> </ol> |
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|  | poverty. The families are looking for the school to teach their students how to cope with the world around them and how to persevere despite setbacks or situations that could potentially impede them from succeeding. |
| How those needs were identified (discuss engagement) | Rodriguez community meetings held in Sept., Oct., and Nov. 2019.  |

| Community  |  |
|--|--|
| Stakeholder's Top 3 Needs                            | <ol style="list-style-type: none"> <li>1. The community around Rodriguez Montessori is looking to see the school flourish once again. The community would like to see traditions that were established at the school through years of various generations being incorporated into the new Montessori model. They are looking to have the traditional community input along with new opportunities for community engagement. They would like to see the students have an impact on the community in any way the school sees possible.</li> <li>2. During the community meetings, a city council member, OLLU staff, and community members not having school age children could be seen attending the meetings. They are curious about how to interact with the school and how they can bring real life experiences to the students. There is the possibility to partner with these community members for mutually beneficial partnerships (ex: OLLU using Rodriguez as a site for student teaching).</li> <li>3. Private and public Montessori schools and Associations are invested in the outcome of our school and will regularly check in with Rodriguez staff during visits, calls, and conferences. The main need they have in regards to our success is the potential to spread Montessori education. They also would like access to professional development and opportunities for collaboration with our staff.</li> </ol> |
| How those needs were identified (discuss engagement) | Rodriguez community meetings held in Sept., Oct., and Nov. 2019.   |

### 3. CAMPUS DECISION-MAKING

The campus leadership team will be the campus-based decision making group. This group will meet monthly and members will include the principal, assistant principal, school counselor, one teacher from each level, a member from the instructional assistants, two family members of students, and in the future two students (this will occur once the school houses fourth and fifth graders). Responsibilities of the CLT will include revising the campus improvement plan, planning events, setting school goals, and approving the school's daily schedule. The teacher representatives on the CLT will be nominated and voted on by the school staff, and the family member representative will be nominated and voted on by the members of the third decision-making group, the Parent Advisory Council.

Age level teams will be divided into the primary and lower elementary levels. These teams will make the academic decisions based on data collected from MAP. They will review the MAP data at BOY, MOY, and EOY. Based on the data shown on the learning continuum, the teachers are able to make adjustments to the work plans of the students in Transparent Classroom.

The Parent Advisory Council will include a parent or family member representative from each class in the school. The teacher will communicate with the parent volunteer to assist with class and school events as well as attending quarterly meetings with the school principal. These meetings with school administration provide an opportunity for families from across the campus to stay informed, address concerns, and collaborate with each other. By having one parent representative from each classroom, this will expand the parent participation that will be occurring at the school.

The ARD committee will make decisions on the students' IEP needs. The committee will consist of the district representative, the general education teacher, the GEC teacher, the parent, and any other pertinent individuals based on the student's disability. Such things as the student's schedule, goals/objectives, testing accommodations, and classroom accommodations/modifications will be addressed.

The MTSS committee will address the needs of struggling students by deciding on instructional support that can be implemented for a student. This committee will consist of the parent, the teacher, the MTSS coordinator and any other relevant district member. The committee will make decisions on next steps once they decide that all the instructional supports in place have not been of significant benefit to the child.

The LPAC committee is another academic based committee that addresses student needs. The committee will consist of the LPAC coordinator, the bilingual/ESL teachers, and a parent. This committee will review data of our English Learners. They will make decisions on the instructional strategies to implement that will address their needs, on the placement of students into the Bilingual program, and on the STAAR accommodations that will be in place for the students as needed.

There will also be an interview committee that meets as needed to hire any additional staff for school staff vacancies. The committee will use the interview protocols that have been created by the campus to discern the will, skill, and vision of the applicant in regards to the Montessori model.

In the future, there will be a Montessori governing board. This board would be comprised of individuals that will be proponents of the Montessori model to ensure that as administrators change at the district level, the Montessori model will remain and to help raise money for the network.

#### **4. DATA REFLECTION**

Due to Rodriguez Montessori re-opening its doors after being closed for one school year, data from an elementary school in the same feeder pattern and same neighborhood as Rodriguez Montessori, and district-wide data was used for the reflection.

Currently, a nearby neighborhood school has a low attendance rate of 94% which is below the district goal of 96%. Over the last 3 years, the school's attendance data has continued to decrease each year. By opening a Montessori school which extends school choice for parents and increases student engagement, we would increase this data to 97%.

In the areas of reading and math, this school has been inconsistent on STAAR Data. In reading, they scored at 33%, then 27%, and then back to 39%. While this data is the same as the district averages, the inconsistency is something to note and is still below our district goals for reading.

We also noticed that retention data for the district is lower than at our current Montessori school. Only 70% of district teachers plan to return the following school year while 100% of teachers at Steele Montessori plan on returning. Steele Montessori also has 80% of teachers saying that the school provides a positive climate environment. This piece of data helps us to be able to retain teachers as most enjoy teaching in a Montessori setting.

## **5. CHALLENGES FOR YOUR SCHOOL**

**Challenge #1** - Addressing the frustration and sense of loss in the Rodriguez community.

Through conversations with families in the Rodriguez community, there was widespread frustration and sadness at the loss of their neighborhood school. The root cause of this frustration was obviously the closing of the school, but the frustration was particularly acute in this community for a few reasons. SAISD closed the school after the school was "Improvement Required" (the lowest level in the state accountability system) for five straight years. However, despite this level of performance for so many years, when the closure was announced, many families in the community were not aware that the school was low performing, or at least not to that extent. Their experience - either as a student themselves or with their own children or grandchildren - was largely positive. Therefore, being told that their school was "failing" and needed to be closed led to understandable surprise, anger and sadness. These damaged relationships and lack of trust will be a clear challenge for the new Rodriguez staff to overcome with the new school. The District took a positive step with extensive engagement in the fall of 2019 before the announcement of the new Rodriguez Montessori, but more needs to be done.

**Challenge #2** - Recruiting enough families to open the school year in a financially sustainable manner.

Rodriguez will open with Pre-K 3, Pre-K 4, Kindergarten, and 1st grade, with a total of 128 students in the first year. The district goal for all choice schools is to have 2.5 applications per open seat, because of historical registration rates and attrition over the summer. That would mean Rodriguez needs approximately 320 applications. As of early February, Rodriguez has 280 applications for the 2020-2021 school year. While the overall number is close to the necessary 2.5X metric, the applications are strongest with Pre-K, and weakest in first grade, with only 30 applications. There will not be a waitlist for first grade students once students are accepted.

It is difficult to know the exact root cause of the lower than ideal student demand for Rodriguez seats, but we believe it is a combination of the lack of knowledge of the Montessori model and the difficulty of recruiting for first grade. While there is strong demand currently for Steele Montessori, as evidenced by our waiting list, it required extensive engagement with parents and explanation of the Montessori

model, which will be required with this new school. Montessori is a relatively new model in San Antonio and many families are unsure what Montessori is and why it would be a good fit for their child. Also, it is typically difficult to recruit for first grade at any new school, because kindergarten students have already been established at their current school for a minimum of a year. Parents often do not want to switch schools after being established at another elementary school.

**Challenge #3** - Misalignment of Montessori Scope and Sequence to the TEKS and Navigating Challenges in Meeting Academic Proficiency Standards (MAP, STAAR). (This is a challenge that Steele Montessori is currently facing, and we believe it will likely be a challenge for Rodriguez.)

Currently, K-3 students at Steele Montessori are not meeting the proficiency standards in reading and math (according to 2018-2019 NWEA MAP testing). Only 32% of third grade students are scoring at the highest levels of reading (or in the top 40%) and only 37% perform at the highest levels in math. The goal at Steele is to have 80% of students scoring in the top 40% on the Reading NWEA MAP by the end of 2023.

After surveying a host of stakeholders on the root causes, including teachers and campus administration, the following driver was identified: As a public Montessori school, there is a need for Steele to follow the Montessori curriculum in conjunction with the state TEKS. The TEKS must be mastered in order to meet the state standard on the STAAR assessment for state accountability since Steele is a public school. In the Montessori curriculum, there is a specific order of the lessons and their corresponding materials. If this sequence is not followed, critical objectives and steps to understanding the Direct Aim of each material would be missed. When the child moves on to the next material, they may not understand the full objective of the next work. We will need to work on aligning the curriculum to ensure that Montessori lessons are being delivered with fidelity to the Montessori model, while addressing the state-required TEKS.

## **6. MISSION**

Rodriguez Montessori Elementary School, fostering happy children who advocate for others and pursue their passions.

### **What we believe**

- We believe that being in the present moment can help us focus better and bring us peace to our well-being.
- We believe we all are reflective learners who set meaningful goals for themselves.
- We believe that school is a joyful student-centered place to spend your day.
- We believe that the Earth is precious and full of resources that we must ethically manage.
- We believe that all children deserve access to a free and public Montessori education.
- We believe authentic and challenging work gives us a sense of purpose.
- We ARE deeply passionate and engaged in the work that we do. We do meaningful work that contributes to our community.
- We live in harmony with one another and treat each other with grace and courtesy.

## 7. GOALS

| Goal # | Timeframe (1, 3 or 5 year) | Description of Goal in SMART format  | 2018-2019 Baseline Data   | Data Used to Measure Progress towards Goal                |
|--------|----------------------------|--|---|---|
| 1.     | 3 year                     | We will eliminate achievement gaps on the STAAR Reading assessment by having less than a 15 point difference between the achievement of economically disadvantaged students and non-economically disadvantaged students. | Currently we don't have any STAAR data  | STAAR data in domains 1 and 3,                            |
| 2.     | 5 year                     | Rodriguez Montessori will be rated an A by the Texas Education Agency by 2025.   | Current rating for nearby neighborhood school is a D.   | STAAR data, progress monitoring.                          |
| 3.     | 5 year                     | 60% of our special education students will meet or exceed their yearly growth measure for the STAAR Reading test.  | No data currently available.  | STAAR data, reading fluency progress monitoring, NWEA MAP |
| 4.     | 5 year                     | Rodriguez will score at 50% Meets and Masters on the STAAR Reading assessment.   | Currently, 33% of the Crockett students, which is in a similar neighborhood, score at the Meets and Masters level | NWEA MAP data, fluency progress monitoring                |
| 5.     | 1 year                     | Less than 20% of students will have a discipline referral in the first year.   | 48% of district students in 18-19 had a minimum of 1 discipline referral  | Review 360 reports  |

**Which goal will be the hardest to achieve and why?**

We believe that Goal #4 will be the hardest to achieve because typically the district has had lower scores in reading resulting in an average of 34% of students score in the top 40% on the NWEA MAP Reading Assessment. The school will also need to find a balance between test preparation for STAAR and the Montessori philosophy that children will develop skills within their own timeline. The school will also have to align the Montessori standards with the TEKS to ensure that students are meeting both sets of standards.

## 8. ACADEMIC MODEL

The academic model at Rodriguez Montessori will include a strong commitment to the Montessori educational model, with the added component of dual language instruction.

## Montessori Education

Montessori education is based on the Montessori model researched and proposed by Dr. Maria Montessori. Her research focused on a child's natural abilities to concentrate, explore, discover, and learn about the world around them. The main components of Montessori education include: mixed-age classrooms, uninterrupted work periods, Montessori materials, building independence, emphasis of outdoor learning/real-world activities, and focusing on the social and emotional needs of the child.

Montessori works by offering children choices and activities that motivate them to engage deeply and work independently. Montessori classrooms are carefully prepared environments stocked with unique educational materials and teachers who have been specially trained to assist children in exploring, concentrating, and mastering key academic and social/emotional skills.

Montessori classrooms look different from regular classrooms. The Montessori method includes some special elements:

- Mixed-age classrooms - Children are in the same classroom, with the same teacher for three years. The students and the teachers build a strong relationship over this time, helping students feel safe in their environment. Younger children learn from older ones. The mixed-age classroom also helps facilitate students learning at their own pace.
- Uninterrupted Work Periods and Choice - Children have long periods of time to follow their interests and work independently, building concentration and focus. Students are also able to have choice on the order of the tasks they work on during this work period.
- Montessori Materials - The Montessori curriculum calls for the use of hands-on learning tools. These materials are both attractive to the child and designed to support the deep exploration of important concepts.
- Outdoor Learning/Real-world Activities - The classrooms include real-world activities such as caring for plants and animals, keeping the room clean and organized, and preparing and serving food. Children love engaging in real activities and, in addition to becoming responsible members of the classroom community, the skills they practice--attention, focus, coordination--set the stage for more advanced academic work. Outdoor learning in Montessori includes learning how to take care of our environment and stressing the mental health of being in the outdoors. The ultimate goal is to teach children to enjoy being in nature. It will help them have a better conceptual understanding of biology and environmental science concepts. The grace and courtesy lessons that are presented to the students helps the student be ready to function in a community both at school and beyond the school walls.
- Building Independence - Within the limits set by the teacher and the classroom, children have a high level of independence and responsibility. The students are charged with sweeping and mopping the floor plus cleaning the tables and washing dishes after each mealtime. The students are allowed to choose a comfortable area within the classroom or designated areas outside of the classroom to work without the direction of the teacher.
- Montessori Trained Teachers - Montessori teachers, or Guides, take additional training to learn the use of the materials and to study how children learn. Teachers typically give lessons to one child at a time or a small group, while the other children work independently, supervised by a classroom assistant. Teachers are given binders or albums with lessons for all the materials that

will be used in their classrooms. They practiced those lessons in training. Then, the lessons are implemented and utilized when planning individual, small group, and whole group lessons.

### **Dual Language Instruction**

Dual language instruction is an additive bilingual program model that has proven successful in closing the Hispanic academic achievement gap. Dual language instruction provides an alternative approach for the instruction of all students, not only English learners, where the ultimate goal is for students to become bilingual and bi-literate. Rather than displacing the first language, the second language expands the linguistic repertoire of the learner.

In Rodriguez dual language classrooms, 50% of the instructional day will be in English and 50% in Spanish. Dual Language instruction can be adapted for a Montessori classroom. Materials in the classroom will be in both languages to support those who speak English and those who speak Spanish. Students will be able to interact with their peers interchangeably to perfect both their native language and the other language. To support English Language Learners in the Montessori classroom students will be able to participate in many strategies that support ELL students such as peer to peer conversations, a wide variety of visuals and hands-on experiences, instruction which is explicitly modeled versus explained, and an emphasis on nomenclature cards (which teach a wide variety of vocabulary).

### **Social Emotional Learning**

Social Emotional Learning is a critical part of academic learning in the Montessori model. We incorporate the Second Step Curriculum into our daily learning which is key to developing social and emotional success in our school. Second Step is a product of Committee for Children, which helps to develop the Executive Function and self-regulation skills that are the mental process that enables a child to plan and focus attention. The Second Step program is a universal, classroom-based curriculum, it is research-based, and lessons are developmentally appropriate and sequential. Lessons are purposeful and designed to increase student's school success, decrease problem behaviors and promote social-emotional competence and self-regulation. The developmental lessons incorporate academic success by focusing on skills for learning, empathy, emotional management and problem solving. Skills taught are in cooperation with adults, focus attention, remember directions, stay on task, teach handling emotional challenges and getting along with others.

Montessori also has a peace curriculum that teaches conflict resolution and learning how to handle situations independently. Grace and courtesy is also incorporated into the Montessori classroom. These are lessons that teach manners and how to function in a community.

### **Special Student Populations**

The Montessori model addresses the special populations in various ways. Whether you have been identified as gifted or as a student in need, you can benefit from the model by being provided opportunities for teachers to individualize lessons to meet your individual needs and/or to pace students according to their needs. The students also have access to hands-on and visual manipulatives for every concept. There are built in role models by having three grade levels in one classroom allowing

for peer assistance which also increases the opportunity for communication, meeting the needs of our English Learner students.

### **Montessori and State Accountability**

Working within the Montessori curriculum at Steele, staff came to the understanding that there is an instructional gap between the Montessori curriculum and the TEKS, possibly leading to lower than expected STAAR scores. The misalignment between the two curriculums was found during an analysis of the MAP data by the lower elementary teachers and administration. We found that some of the items that were tested had not been taught by the Montessori curriculum. To address this misalignment, we have developed Montessori materials to fill in the gap caused by the discrepancy between the Montessori curriculum and the MAP and STAAR testing. For example, number lines and ten frames are not part of the Montessori materials but have been added to meet the requirements of the MAP and STAAR testing. In addition, a STAAR plan has also been developed to meet this need. The plan entails providing the students a STAAR formatted assignment as part of the students' work plan. The number of reading passages that students are given is increased each month to build the stamina that is needed to concentrate on the assessment.

A review of the data generated by these assignments is also in place, including a data wall review and planning a corrective instruction plan to fill in any gaps the students may be exhibiting. With this plan in place, Rodriguez is confident that we will meet our STAAR goal.

## **9. DATA AND CONTINUOUS IMPROVEMENT**

**Professional Learning Communities (PLC)** - PLCs will be held every week for both primary and lower elementary. The Lower Elementary meetings will consist of the teachers, the principal, and the instructional coach. In Lower Elementary, the first few meetings of the year will focus on incorporating the state standards into the Montessori curriculum. For third grade specifically, a plan on how to prepare the students for STAAR will be devised with scheduled assessments that would allow for tracking of TEKS based data to help maintain academic progress by all third graders. The STAAR based data will reviewed every three weeks and adjustments will be made to a student's work plan to ensure that their needs are met and/or their strengths are addressed.

The Primary meetings will consist of the teachers, the principal, and the instructional coach. The Primary meetings will look at the instructional needs of the students and adjustments to work plans as needed. The meetings at BOY will be used to reflect on practices from the previous year to assess their success and if any changes need to be made.

For both Primary and Lower Elementary, the learning continuum will be consulted three times a year at minimum (after each administration of MAP) to make decisions on the individual work plans for the students. The learning continuum report translates MAP scores to learning statements. Teachers will be able to see at which grade level the student begins to struggle with the concepts that are related to the TEKS. For example, a student may begin to struggle with adding with regrouping at a 2nd grade level despite the fact that they are in third grade. Adjustments will be made to the student work plans after

reviewing the MAP data at BOY and MOY by using the learning continuum to fill in gaps the student may be experiencing. Zone charts will also be kept and reviewed at the PLC meetings after the administration of MAP. The zone charts keep track of the student progress according to the Masters, Meets, and Approaches categories which correlates to the STAAR test.

**Campus Leadership Team (CLT)** - The campus leadership team will meet once a month. The committee will consist of the administration team, teachers representing both primary and lower elementary, parents, and community members. The committee will meet to discuss all available school data, including the Insight Survey data, MAP data, enrollment data and make updates/adjustments to the Campus Improvement Plan as needed.

**Administrative Team Meetings** - The administrative team will consist of the principal, the assistant principal, the instructional coach, and the counselor. The team will meet weekly to review the needs of the teachers as seen in walkthroughs and T-TESS observations. The team will also review the Developmental Environmental Rating Scale (DERS) data at BOY, MOY, and EOY. Coaching sessions will be held based on this data. The team will also make decisions concerning the allocation of funds for instructional materials and professional development based on all data available.

Additional data will be collected using the following manner to address the needs and perspectives of the key stakeholder groups:

#### **Students**

- The counselor will give the SEAD (Social/Emotional Learning Development) survey in the fall semester to assess how safe the students feel on campus. The school counselor and administrators will review the Social, Emotional, and Academic Development (SEAD) data to make changes or enhance the Second Step Curriculum.
- To assess the academic progress of the students, they will be administered MAP (BOY, MOY, and EOY), STAAR (3rd and 4th), and COR (Child Observation Record) for the Preschool Program for Children with Disabilities (PPCD) class. All academic data will be discussed and adjustments to the curriculum and the student work plans will be made by the PLC committees.

#### **Teachers**

- At the end of the year, teachers participate in the Insight survey to assess Peer Culture, Diversity/Equity/Inclusion, Leadership, Learning Environment, Academic Expectations, Career Progression, Family and Community Engagement (Teacher Perspective), Observation and Feedback, Evaluation, Professional Development, and Instructional Planning for Student Growth. The CLT and administration team will meet to discuss the needs of the teachers and how they will be addressed the next school year.
- A T-TESS (Texas Teacher Evaluation & Support System) observation (yearly) and walkthroughs will be completed by the administration throughout the year to assess instructional effectiveness and to provide coaching opportunities.
- A DERS observation will be conducted at BOY, MOY, and EOY of each classroom. This observation is used to assess how closely the classroom environment matches the expectation of a Montessori classroom. The instructional coach uses this information to coach teachers in how to create a more Montessori aligned classroom.
- A survey will be given at the EOY to assess how teachers are looking to serve the school in a leadership capacity and their interest in future professional development. The administration

team uses this data to plan professional development opportunities for the following school year and to look for leadership opportunities for teachers within the school system.

**Families**

- A survey will be sent out at various times of the year to assess the parent perception of the programs offered at the school and any needs that we may not be meeting.
- The parents will be asked to take the PBIS survey to assess their perception of the climate and safety of the school.<sup>1</sup>
- There will be a yearly SPF (School Performance Framework) in-person meetings using a protocol to gather information concerning academic needs, social/emotional needs, and the overall health of the school.
- All data will be reviewed at the CLT meeting shortly after the data is received and adjustments will be made by all relevant members of the committee.

**10. PROPOSED AUTONOMIES**

| Proposed Autonomy | Description of Autonomy  | Rationale  |
|-------------------|--|--|
| Staffing          | <p>We request that the Montessori network have increased autonomy around hiring.</p> <ul style="list-style-type: none"> <li>● Hiring protocols: The hiring process would include group interview protocols, task oriented protocols, questions written specifically to ensure the applicant meets the needs of the Montessori network, and a lesson demonstration by teachers.</li> <li>● We are requesting the flexibility to use staff across the network. Some staff will be utilized at both schools but will not carry full-day caseloads. This allows the flexibility to have the staff member service students across the network.</li> <li>● We request to hire for specific positions to support the behavioral, social/emotional,</li> </ul> | <p>The rationale for his autonomy is:</p> <ul style="list-style-type: none"> <li>● Hiring individuals who believe in our mission and understand Montessori philosophy is essential to our work. We are looking for an applicant who has the will, the skill, and the mindset for becoming a Montessori teacher. The network is in need of teachers who are willing to work extra hours to get certified to be a Montessori teacher and prepare lessons that meet the needs of the individual student. This dedication needs to be ascertained during the interview process to avoid the misuse of resources, including time and money, if a teacher is hired that is not dedicated to or does not understand the high demands of the Montessori method.</li> <li>● Each campus has unique needs. In order to best meet these needs, utilizing staff between the two campuses would help serve students more effectively. For example, a behavior specialist that does not carry a full caseload at one campus may go to the other campus once a week to serve students.</li> <li>● The network may need positions to be added to meet the needs of the Montessori curriculum. Some examples of these positions would be an agriculture teacher to allow for more real-world teaching, staff to support mindfulness, staff to support the inclusion model seen in the schools, staff to support our behavioral model, etc.</li> <li>● In the Montessori model, larger class sizes are in place to have students of mixed-ages in one room. As a result, we have intentionally staffed with a second adult who provides another support for students. This enables the older students to be</li> </ul> |

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|                          | and curriculum initiatives and needs of the school.   | role-models for the younger students. The nature of the curriculum requires that the students work independently and the assistant serves as a supervisor as the teacher is conducting lessons. The assistant also serves as a social/emotional support. The assistants also plan with the teachers and share observations that they have made on the students with the teachers to create plans that will meet the students' needs.   |
|                          | We request no forced placement or forced transfer of teaching and administrative staff into the campus. We also request that the teacher sign a commitment to the school before they begin. | Teachers within the Montessori network are required to attend extensive training to become Montessori certified. A new teacher to the school without previous Montessori training will cost the district on average \$14, 900 By maintaining a stable staff, we ensure that our staff has the needed skills to implement the very specific Montessori model.   |
| Calendar                 | We request the ability to adjust our campus operations as necessary to accommodate Montessori challenges.   | <ul style="list-style-type: none"> <li>● We will be asking for our new to Montessori students to attend school a week or two in the summer to begin showing them the routines necessary to be successful. Teachers will be brought back before their contract begins to teach things such as practical life, rug rolling, an introduction to essential Montessori materials and routines, and grace and courtesy. This will allow the students to experience more success with the routines that are integrated into every aspect of the Montessori curriculum.</li> <li>● The teachers will be brought back early to have them attend necessary professional development, be able to provide two full parent conference days, etc. to help us achieve our mission.</li> </ul> |
| Professional Development | We request that school administration and their staff have the option, but will not be required, to attend all district professional development.   | The Montessori network schools have unique professional development needs due to the specificity of the curriculum used that may not be met by the professional development offered by the district. It's important to have the staff choose to attend the district offered professional development that will best meet their needs with implementing their curriculum or meet their student needs. The Montessori network will rely more heavily on consultants and the Montessori network for their professional development such as  |

|                                 |   |   |
|---------------------------------|---|---|
|                                 |   | Lesson Studies, PMET (Public Montessori Educators of Texas) conference, and The Montessori Event by the American Montessori Society.  |
| Curriculum and Instruction      | We are requesting that Montessori curriculum be the main curriculum of the school.  | Staff must be able to teach utilizing the Montessori method with fidelity, which will not always follow the district set scope and sequence. With this in mind, the Montessori network will have to intentionally plan when the TEKS will be met within the Montessori curriculum. This will also apply to other specialty demographic groups so the students with special needs, English Learners, and students qualifying for gifted and talented services can be instructed using the Montessori curriculum.   |
|                                 | We are requesting autonomy concerning the Montessori curriculum schedule to be implemented rather than having to follow the district schedule.  | The Montessori schedule allows for a three hour uninterrupted work cycle. It also allows for free choice options for the students and the teaching of social/emotional skills within the day.   |
|                                 | We are requesting autonomy concerning the Social/Emotional curriculum.  | The Montessori method works to build independence and intrinsic motivation through the curriculum. Intrinsic motivation is a strong component of the Montessori curriculum that is counterintuitive to the PBIS strategies used to motivate and change a child's behavior. We need the autonomy to address SEL needs in a Montessori appropriate method. Montessori relies on using the Second Step curriculum, teaching Mindfulness, teaching Grace and Courtesy, and teaching students to use calming spots/peace places as a means to meet their social/emotional needs. |
|                                 | We are requesting the autonomy to have "farm" type animals on campus for the students to interact with.   | Part of the Montessori curriculum includes global mindedness. By having "farm" type animals on campus, the students are able to care for and have a shared sense of responsibility within the school community by caring for the animals.   |
|                                 | We are requesting autonomy with the usage of technology in the classroom to align with the Montessori philosophy.   | The Montessori curriculum calls for minimal use of technology within the classrooms. The main purpose of technology usage in the Montessori curriculum is for students to conduct research on topics of their choice.   |
| Grade Reporting and Assessments | We are requesting the autonomy to choose to use the appropriate district assessments that would compliment the Montessori curriculum and the ability to opt out of those that are in contrast to the Montessori method. | The district assessments do not measure the necessary indicators to see the success of a classroom in following the Montessori curriculum. Therefore, we need to use other measuring systems such as DERS and Transparent Classroom. We would continue to use the MAP, LAP3, and of course administer the STAAR assessment in accordance with district and state guidelines. We would opt-out of using the district CBA assessments.  |
|                                 | We are requesting the autonomy to use a skill based report card system that will be a fit for the Montessori curriculum and also address the state standards.   | The standards based report card shows a more accurate representation of how the student is progressing towards mastering the skills being taught. It also aligns with the Transparent Classroom software that the teachers use to lesson plan and track student progress.   |

## 11. SCHOOL NETWORK DEVELOPMENT PLAN

Due to the success seen at Steele Montessori and the demand for seats at the school evidenced by the lottery waiting list, the decision was made to open an additional public Montessori school. Rodriguez Montessori will be the second public Montessori school to open within SAISD. The Public Montessori Network will allow the two Montessori schools to function as one unit yet allowing for each school to establish its own culture.

#### **A. RELEVANT EXPERIENCE**

SAISD is in the process of hiring the principal for Rodriguez. The principal will be an experienced instructional leader with success driving student outcomes and fostering a strong student and staff culture.

#### **B. SYSTEMS**

**Hiring System** - The network will use similar hiring systems. The network will create a hiring team consisting of staff from both schools. This will help ensure the philosophy and mission of the network is upheld at all schools. The network will use self-created interview processes to include group tasks, individual tasks, and individual interviews with questions written to ensure the applicant exhibits the qualities of a Montessori teacher, the applicant's creativity, and the ability of the applicant to be a team player.

**Professional Development** - Professional development will be implemented as a network with the flexibility to meet individual teachers' needs. All teachers will need to be trained through an accredited Montessori association. Professional development will be key to ensuring consistency within a Montessori network. The teachers will need to attend the PMET conference in order to network with other Montessori teachers and to learn new and innovative methods to be used in the classroom through conducting classroom observations in Austin area Montessori schools and attending the sessions offered. Lesson studies will need to be conducted on campus with the Instructional Specialist in order to ensure the growth of the teachers to meet the needs of the students. To ensure consistency within the school itself, teachers will conduct observations of fellow teachers' classrooms (across both schools) to provide feedback to each other and to garnish new ideas. The teachers will also attend The Montessori Conference put on by the American Montessori Society.

**Montessori Model** - The network will use the same observation tools to ensure the classroom environment is following the Montessori model (DERS, Essential Elements of a Public Montessori). The following components of the Montessori model will be duplicated across the network: three-hour work cycle, student work plan, outdoor education, real-world activities, mixed-age classrooms, social/emotional curriculum, Montessori scope and sequence, and Montessori based classroom environment (furniture and materials).

**New Family Welcome** - The network will need to ensure a smooth transition for new families to the Montessori network. There are two ways in which this is accomplished. The network schools will hold a New Family Orientation during the school year they accept their seat. At this orientation, the presenters can review the school policies, the key aspects of the Montessori curriculum (independence, communication, care of the environment, self-care), and the Second Step Curriculum for social/emotional support. There is also a welcome session at the beginning of the new school year

where the new families are given a chance to mingle with the current families in order to build community.

**Onboarding of Teachers** - Once a teacher is hired into the Montessori network, if they are not Montessori trained they will attend a summer training to begin the process of becoming a certified Montessori teacher. The instructional coaches from the network will help the teacher set up their room. The current teachers on their level reach out to them and take them out for a getting to know you session. They also try to answer any questions the teacher may have at this time.

Lastly, all autonomies that are allowed will work in all schools within the network with the ability to allow for individual autonomies that will fit the school’s particular model.

### C. MITIGATING RISKS

| Risk  | Mitigating Strategy  |
|---|--|
| Ensuring alignment academically and culturally between the two schools                                  | The administrative teams will review all pertinent data to ensure alignment across the schools in the network. The administrative team and other relevant stakeholders will conduct observations at their fellow school using an observation instrument agreed upon by all involved (for example the DERS instrument) to ensure that there is alignment between the schools. Professional development opportunities based on this review of data and on the data gathered from the observations will involve both schools and can be held at any of the network schools. Parent engagement activities can be planned with input from each school and held at each school, alternating from one network school to the next.   |
| Ensuring that staff that is hired have a passion and understanding of what the Montessori model entails | The hiring process will be crucial in ensuring that the potential hire is exhibiting the necessary passion for teaching in a Montessori school, among other skills and values. We could potentially hold information sessions for teachers and staff that are interested in applying as a Montessori staff member. All schools in the network will use the same job descriptions, interview protocols, and timelines for hiring new staff members. The intent is to create a hiring committee that will have members from all network schools. This hiring committee will be in all interviews for additional staff members, ensuring that the vision of the network is upheld.  |
| Communication between the network schools   | The schools will have to set standing meeting dates to allow for the schools to communicate with each other. Areas on which the schools would need to communicate include: academics, staffing concerns, classroom environments, professional development, and parent engagement activities. Some of this communication will happen with the advisory board sub-committees, such as the hiring sub-committee, the events sub-committee, etc. Specifically, the schools will need to have standing meetings at minimum every two weeks to ensure that both schools are meeting the vision and mission of the school. The schools could also use Google Sharing capabilities to share data and other pertinent information. Meetings can also be held by Zoom so that administrators can remain on their campus while still being able to communicate. |

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| <p>A decline in Steele’s results or culture due to the time and commitment it will take to open another Montessori school.</p> | <p>Opening the new Montessori school will need to involve the input and assistance of the current teachers and administration at Steele. Without having an established staff at the new network schools, the expertise of the current team will be needed which entails having them represent both schools at events, taking time to help with completing charters at the schools, and meeting with those involved with opening the new network schools to provide their valuable input from their personal experience of having previously opened the first public Montessori school. This means that we will have to spread the amount of work amongst the current staff to not overwhelm any one person. We will have to get their input electronically to reduce the amount of time they spend on face-to-face meetings. The administration team will also need to be intune with the mood and needs of the staff to not stretch them to the breaking point. Open dialogue will be very important and frequent check-ins with the teachers will be needed.</p> |
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## 12. HUMAN CAPITAL

We are a school who believes our culture is as important as our academic achievement. We want teachers who are looking to grow students’ independence, foster their growth mindset, teach them how to advocate for their passions, and to instill global mindedness through teamwork and dedication. We look to hire guides who are willing to work for the benefit of the whole child through innovative thinking and a long-term commitment to the Montessori model. We are willing to grow our people through coaching, tailored Montessori professional development and support, and by fostering leadership skills that yields steady and consistent growth.

### Recruitment

Recruitment of highly qualified and motivated Montessori teachers is vital to the school’s success. Rodriguez staff will use both the Public Montessori Educators of Texas conference and The Montessori Event hosted by the American Montessori Society to recruit new members of the school. Both of these conferences allow networking to occur and will allow Rodriguez to actively recruit new members to the Montessori network in SAISD. The hope is that the majority of the teachers that will be employed at Rodriguez have also worked in the traditional schools within San Antonio ISD. This will allow Rodriguez to recruit from traditional teachers to become Montessori teachers. The teachers and administration will use these connections to actively recruit potential applicants who have a strong work ethic and strong teaching skills that align with the Montessori model.

Because Rodriguez will be relatively new to the Montessori public sector and the second public Montessori school in San Antonio, the universities in the area are not invested in creating a pathway for teachers to be Montessori trained. This is an avenue of recruitment that needs to be further explored in order to create a broader pool of qualified Montessori teachers in the SAISD area. This would save the district thousands of dollars by not having to pay for the teachers to be Montessori certified. At Rodriguez, the intent is for the staff to be diverse. To ensure that we diversify our staff, Rodriguez will need to begin reaching out to professional organizations, such as the National Alliance of Black School Educators (NABSE), to have access to recruiting quality candidates from diverse ethnicities, races, and gender.

## **Hiring Process**

The hiring of new teachers will be conducted by the interview committee which will be comprised of representatives from school administration and teachers. The interview for teachers will include several components. One part of the interview will be answering rubric-based questions that are scored by members of the interview committee. Another part of the interview will be to have the candidate conduct a demonstration lesson with a small group of students of varying needs and levels. The students will be given the opportunity to provide feedback to the members of the committee after the demonstration lesson. The final component of the interview will be an observation of the Montessori environment followed by a debrief with members of the interview committee.

In similar fashion, the hiring of the administrative team, assistants, and other auxiliary staff will be conducted by a committee. The applicants are taken through a group task and scored on a rubric to assess the skills of the applicant while working in a group. They will then be taken to an individual interview where they are asked questions that are meant to ascertain the applicant's will and skill, and to assess their vision alignment with the Montessori model.

## **On-boarding**

If a teacher is hired and does not have a Montessori certification for the position they will fill, the teacher will need to attend Montessori training at the Houston Montessori Center at the expense of the district. This training is a six-week course in the summer prior to them beginning the school year. The teacher must go back two times during the coming school year and will return the following summer for a week. Various projects, reports, and observations will be completed throughout the year before the teacher can officially receive their Montessori certificate which is required to teach in a Montessori environment.

The summer prior to the new teacher starting, various people from the campus will reach out to the new hiree to let them know they are supported, to answer any questions or concerns they may have, or to provide resources. This gesture will begin to build the relationship of the new applicant with the team they are joining. The school will place a high priority on this because a connected team can yield high academic results when they work together for the benefit of the students.

Once the guide joins the team, administrators, instructional coach, and grade-level peers continually work together to support new employees. If the guide is new to the district, an onsite guide or the instructional coach becomes their mentor for two years. Grade level meetings will take place and Professional Learning Communities will also be held weekly to teach/review any of the instructional strategies or technology used in the classroom. On-site professional development will be given monthly and outside Montessori consultants will be brought in to aid in the growth of fidelity with the Montessori curriculum.

Rodriguez will need to create an on-boarding policy which will be made to be more systematic. There could be a 30/60/90 day plan devised that would not only address the new teachers that start at the beginning of the year, but it could also incorporate ideas of how to on-board various types of employees as well as ideas of how to on-board at any time during the year.

## **Teacher Development**

Rodriguez staff will be offered the opportunity to attend Montessori conferences. The National American Montessori Institute Conference and the Public Montessori Educators of Texas conference are two possibilities. During these two conferences, teachers will attend workshops that grow their practice. They will also have the opportunity to visit other Montessori classrooms as a resource for ideas concerning how to maintain the Montessori environment. Once the teachers return, they can share information and resources with their peers through lesson studies.

Weekly Professional Learning Communities will be held by the teachers, administrators, and the instructional coach. These meetings will act as mini professional developments driven by the teachers. At these meetings, the teachers will review all available data to make a plan to address the needs that are present according to the data. At the meetings, the teachers will also share instructional strategies with which they have experienced success, discuss ideas for the next theme to be taught, and discuss behavior concerns. Lesson studies will also be held during the PLC time. This process will let teachers share ideas that will support the upcoming themes of study, ideas for teaching social/emotional strategies, or ideas that will enhance the Montessori environment in the classrooms.

Administrators and the Instructional coach will observe all the teachers and meet with them regularly to give constructive feedback and to help the guides reflect on their own practice. The administration will use both the Developmental Environment Rating System (DERS) data and the T-TESS observation data to provide more targeted instructional feedback. The Instructional Coach will ask the teacher guiding questions which help them reflect on their practice rather than telling them what they need to do. This will build the teachers ability to self-reflect and will build their ability to think through their practice on their own.

Montessori consultants will be hired to make observations of the classrooms in December to ensure fidelity to the Montessori model is occurring. The consultants will debrief with the teachers the day of the observations to give them an overall impression of what they observed. From the data they gather during the classroom observations and the information they gather from the debriefing session, the January professional development will be planned for the teachers to address any areas of need.

## **Teacher Retention**

Teacher retention will be supported through providing regular and positive feedback, by providing teachers with access to additional resources for their classroom, and by the school encouraging the teacher to continue teaching at their school the following year. Retention of teachers can also be accomplished by maintaining a positive school culture and a positive school learning environment.

Teachers will receive weekly coaching from the Instructional Coach. The Instructional Coach will make observations in the classrooms and provide feedback on how to strengthen their teaching practice or how to enhance the learning environment for the students.

Teachers' voices being heard will be an important part of the school culture and climate at Rodriguez which will influence teacher retention. The administration will survey the teachers at the end of the year to ascertain their professional development needs and to see the areas in which they would like to grow as leaders. This information will be used to plan professional development for the next year, the

mode by which it will be implemented, and which teachers are comfortable with leading the professional development.

Rodriguez will encourage teachers to stay at the school by offering them leadership opportunities. Teachers can be given opportunities to lead such as starting student clubs, becoming team leads, chairing the PBIS committee, taking on the GT coordinator role, and taking on the lead role for primary and lower elementary. This will allow the teacher to grow in their knowledge and to sharpen their leadership skills. It will also offer them a broader view of how the school is run and how every part of the school interacts with each other for the benefit of the whole child. This will create ownership on the part of the teacher as to the success of the school. This will help retain the teacher as they want to be a part of this success.

Teachers will be a part of the interview committee. This will entail input in writing the interview questions, setting the criteria for the rubric to rate applicants, and being a part of the actual interviews. Teachers will also be a part of the Campus Leadership Team which reviews data and makes decisions that will impact the school to continue the progress of the school. The administration will also survey the professional development needs of the staff at the end of the year to hear their personal needs for growth. The survey will then be reviewed to make professional development decisions for the following school year.

Rodriguez administration will strive to foster a family-like feel among the staff which mirrors the culture of the Montessori classroom environments. All staff can be invited out a few times a year for dinners or a special outing to help build our school community family. The staff can support each other by attending events outside of school to support or celebrate each other. The staff can celebrate the holidays together through various traditions that will be established.

One area of professional development that could be furthered by a Montessori network is the desire by teachers to interact with Montessori schools in the area. By creating a network of public Montessori schools, the teachers would have a wider range of professional development and leadership opportunities. The network schools could conduct instructional rounds with each other to provide feedback as to the fidelity with which the Montessori model is being implemented at the schools. The schools could also share in the professional developments that are offered at each individual school. There is also the possibility of teachers coaching teachers by having more teachers available within the network to get this work done.

### **Reflection on Human Capital Data**

For the human capital data, we believed the most relevant data to Rodriguez was the teacher retention data. We selected district-wide data rather than Crockett, because the teachers we hire will likely come from many different SAISD and non-SAISD schools, rather than from schools specific to one neighborhood. From the data, it appears that SAISD schools lose approximately 30% of their teachers at their school each year, while the district as a whole loses approximately 20% of teachers district-wide each year. There are many reasons that a teacher might leave a school or the district, including personal or family reasons, or not being the right fit for a specific school. Some attrition is healthy and necessary. However, losing 20-30% of your employees every year would be a difficult challenge for any organization. At a Montessori school, teacher retention is an even large challenge, because of the difficulty in finding qualified Montessori teachers, and the expense in training Montessori teachers.

Steele Montessori has had great success in retaining its teachers due to the strong culture, relationships between teachers and staff, the teachers' affinity for the Montessori model, and opportunities for teacher leadership experience. We hope to continue each of these components at Rodriguez.

### **13. CLIMATE & CULTURE**

Rodriguez Montessori will pride itself on fostering a very family-like climate and culture where the child comes first. This family-like culture will be seen through the relationships between student and student, student and teacher, teacher and parent, teacher and teacher, and teacher and administration. Importance will be placed on the interactions that occur at the school to foster a culture that also focuses on the happiness of the children. The vision of the school and the systems that are in place will be the method by which the school maintains this climate and culture.

#### **Physical Environment:**

The Montessori model is very intentional concerning the environment influencing the climate and culture of the school. In Primary, the students will be taught patience through the materials that are on the shelves. There will be only one of each material on the shelves in the classroom and the students will be taught how to handle the situation of the material they need not being available. They will be taught to be patient and to find an alternative task to occupy the time. There is an intent to have a sensory path in the hallway that the students will be able to use to reset their mood and join the classroom, ready to work. Each classroom will have a peace corner which students will be able to use to calm themselves down. In the peace corner there will be various sensory objects that the student will be able to manipulate, books on emotions, and social stories on how to handle various emotions. Each classroom will have its own unique set-up for the peace corner. All of these environmental aspects of Rodriguez will help us meet the individual needs of the students.

#### **Systems:**

PBIS uses positive strategies, including extrinsic motivators to impact student behavior. The Montessori model builds the child's intrinsic motivation to impact student behavior. The intent is to utilize some of the PBIS strategies at Rodriguez Montessori that will work within the Montessori model. Some of these strategies will include the development of a PBIS committee that will work to create common area expectations and to create incentives for the staff. These PBIS initiatives will support the Montessori model by focusing the students on taking care of the world, their school, each other, and themselves and will help keep morale high among the teachers.

To assist those students who are exhibiting more trouble with either behavior or academics, the teachers will conduct Child Studies. During Child Study, the teachers will present the academic or behavioral needs of the students to their fellow grade level teachers. The members will then discuss all the possible strategies that may be implemented for the benefit of the child. The teacher will use the Branching Minds system to track the data of the student's reaction to the strategies that are implemented.

#### **Programs:**

There will be many programs and systems in place that will help Rodriguez build and maintain its climate and culture. The Second Step program will be used to teach social/emotional lessons that will help students regulate their emotions. The counselor will teach the social/emotional lessons to the students

while the teacher is in the classroom. The teachers will then be able to reinforce and extend the lessons. Grace and courtesy will be taught to help the students function in a community. They will be taught to offer food to their peers during the family style lunch, politely greeting people, being able to have a positive interaction with their peers, and respecting the environment both inside and outside of the school. Finally, the students will be given lessons on Mindfulness and Yoga by the assistant principal and the counselor. The students will receive Mindfulness lessons once a month and Yoga once a month. These lessons will help the students find an outlet for their emotions and help the students be in the moment.

The district data states that 48% of students have one or more discipline referrals. This is almost half of our student population. Our goal is for less than 20% of students to have a discipline referral. Rodriguez will use restorative practices and conscious discipline to help maintain the climate and culture on campus. If a child were to wrong a fellow student or adult either emotionally or physically, restorative practices will be used to make amends to the relationship. This will include writing notes of apology, conducting random acts of kindness, or apologizing in person. Every classroom will have a peace place where students can go when they are struggling to maintain their emotions in the classroom. There will also be a sensory path in the hallway which allows students to take some time to reframe their thoughts and behavior. All of these strategies will be used first to keep a child from acting out and to discipline a child without having to resort to suspension which research shows is not effective.

#### 14. SCHOOL COMMUNICATIONS

School communication is key to helping our stakeholders feel involved with decision making of Rodriguez Montessori. This creates ownership by all invested in Rodriguez and builds a trusting relationship between the school and the various stakeholders. The school will use many different methods of communication to ensure that we are able to meet a variety of information needs of the stakeholders.

| Stakeholder | Purpose of Communication  | Communication Method  |
|-------------|---|---|
| Students    | Communication between the students and the school allows for students to feel that they are a priority and that their needs will be met. When the students are heard, it also builds trust between them and the school. | <ul style="list-style-type: none"> <li>● Students will have the opportunity to voice their desires to their teachers and to the administration on campus. The students in lower elementary will be expected to plan any field trips that they would like to attend. They will have to give the reasoning as to why they want to take the field trip and a detailed plan as to costs, buses needed, chaperones needed, etc. The administration will review the plan and will either approve the plan or ask more questions of the students. It will be a negotiation until both parties see the plan as acceptable before the field trip is approved. Students will also be able to voice the different types of clubs that they would like to see after school.</li> <li>● Morning circles will be a time for the students and teacher to set-up the day for success and to evaluate and address any needs of the group as a whole. Any new materials that will be set out will be reviewed for the correct usage. If the teacher notices a classwide concern from the day before, the class will discuss the occurrence and what needs to occur in the future to correct the situation. The class will also take time to pursue</li> </ul> |

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|       |   | <p>common interests of the classroom. For example, if the students express an interest in a current event, the teachers can begin a classroom discussion around this common interest.</p> <ul style="list-style-type: none"> <li>● The work plans will be a reflection of interactions between the student and the teacher within the classroom. The teacher will be able to work with the student throughout the week and note their habits and interests through classroom observations and conversations with the child. The teacher will be able to tailor the work plan with input from the child during one-on-one sessions that are held weekly. The student interest in subjects will influence the lessons they are given. For example, if the student was to exhibit an interest in geometry, their work plan may reflect more lessons on this subject versus the lesson plans of other students. Progress made by the student will also be shared during this one-on-one session.</li> <li>● Students who may be experiencing behavioral difficulties will be assigned a Check-in/check-out person. This person can be anyone on campus with whom the student has a connection. The purpose of these conferences will be that the Check-in/Check-out person is to review the student's expected behavior and the goal at the beginning of the day and at the end of the day to review how their day went and the progress that was made towards their goal.</li> <li>● For our special education students and any other students in need, visual schedules reflecting their daily schedule will be used and reviewed. Cue cards and social stories will be used to convey the desired behavior to be met by the student. The Daily Behavior Report Card will be the form used to house the goal and the progress being made. This is what will be used as a visual for the discussion during the conference time.</li> </ul> |
| Staff | <p>Staff being invested in the work that is needed and desired at Rodriguez will be key to success. Communication of the school's areas of need to the staff will help them see where they can contribute to the need through the use of their unique skills. For example, if the students decide they would like a gardening club, through communication of this need, teachers skilled in gardening can volunteer to help with this initiative.</p> | <ul style="list-style-type: none"> <li>● Each Friday, a weekly bulletin will be sent to the staff members. In this bulletin, there will be a calendar for the week that lists deadlines, visitors that will be on campus, events happening on campus, and administration that will be out on certain days. The dates and topics of the PLC and staff meeting can also be listed on the calendar. On the bulletin, there will also be reminders from the nurse, the counselor, the instructional coach, and administration. These reminders can include subjects such as PBIS items that need to be reviewed, reminders of tour groups on campus, and reminders of parent information that needs to be conveyed.</li> <li>● Faculty meetings will be held every week to discuss topics that have been determined through data review or observations within the classroom. Teachers can also request or express interest in certain topics being covered.</li> <li>● Coaching sessions will be used to convey areas of growth for a teacher. These areas of growth will be determined by looking at the data from various resources such as the Developmental Environmental Rating Scale (DERS), classroom observations, or T-TESS observations/walkthroughs.</li> <li>● Teachers will have the ability to provide the administration team with feedback on various subjects leading to an overall feel of success of the teachers through the Insight Survey. Teachers will also be asked to complete a survey on their professional development needs, how they want to develop as a leader, and how they can contribute to the campus.</li> </ul>   |

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| <p>Families</p>    | <p>Families have a desire to ensure that their student is being academically and social/emotionally successful. They will also want to know how they can contribute to the success of the school. When the school conveys this information through its communication, then a relationship is built between the school and the families.</p> | <ul style="list-style-type: none"> <li>● Transparent Classroom is an academic resource by which parents will be informed of their child’s academic progress. Parents will be able to see when a Montessori formatted lesson is introduced, worked-on, or mastered by their child through an email sent by the teacher through the app. This app will also allow the teachers to send pictures of the parent’s child engaging in different activities throughout the day.</li> <li>● Report Cards will be a means by which the school communicates the academic progress of a child to the parent. The report card is skills based and will be sent home every nine-week period. On the report card, comments will be made to the parent in regards to the student’s work habits or a request for a conference can be made. Along these same lines, a progress report will be sent home every three weeks, communicating to a parent the academic progress a student is making in school. Parent/Teacher Conferences can be held immediately after the report cards are sent home. There will be two times a year where teachers have a full day allotted to scheduling these conferences. During the conferences, the parent and teacher can discuss the academic and social/emotional progress of the child.</li> <li>● Various apps such as Remind and ClassDojo will be used to convey every day messages to the parents. The teachers can send electronic versions of fliers that are also sent home in a folder with the child. The parents will be able to ask quick questions or convey quick messages concerning their child to the teacher and the teacher will be able to respond at their earliest convenience. The school will also use these apps to remind parents of family engagement activities that will be occurring at the school and donations that will be needed by the classrooms.</li> <li>● Phone Calls and School Messenger messages will be used to convey messages that are needed to be sent to the school community as a whole. Some of these messages can include reminders of free dress days, reminders of upcoming events/holidays, and reminders of needed donations to name a few.</li> <li>● The Parent Advisory Council will meet monthly to give their input on the planning of the family engagement activities. They will be able to share their ideas on the event, offer access to resources in their possession that would help implement and enhance the event, and have a chance to volunteer to help with the event. This committee will also be the bridge between the parents and the school. The parents can voice their concerns to the parents on the advisory council and the council member can let the administration team know of the concern.</li> <li>● Surveys will be sent to the parents to ascertain the effectiveness of Rodriguez in meeting the needs of their children academically and social/emotionally. The survey will also gather information on the effectiveness of the family engagement activities occurring at Rodriguez.</li> </ul> |
| <p>Communities</p> | <p>Communication with the community helps build confidence in the actions of the school. It helps to build support from the community with our model.</p>   | <ul style="list-style-type: none"> <li>● Many of our staff members could have affiliations with organizations outside of school. Through discussions with these entities, they come to see Rodriguez as a resource for sound instruction, an example of an effective school culture, and an exemplar for implementing the Montessori model in public school. The school can be contacted by these organizations for visits to the school with question and answer sessions to</li> </ul>   |

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|  |  | <p>follow. Some of these organizations can include Teach for America (TFA), and the New Schools Venture Fund.</p> <ul style="list-style-type: none"> <li>● In order to inform the immediate community of what Rodriguez has to offer, we will make visits to the two closest public libraries to leave fliers with our information session dates and brochures that contain information about the school. We will also visit daycare centers in the area to promote Rodriguez.</li> <li>● The school will use its website to advertise our Montessori program to the masses. Each teacher will have a website that gives a glimpse into their experience as a Montessori teacher.</li> </ul> |
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The administration team will need to have a standing item on the administration meeting’s agenda regarding school communication. When communication needs to be sent out or collected, a task will have to be created with the name/s of the person/people who would be responsible for the communication being sent and the data, if any, being collected from the communication. For example, if the school is in need of volunteers for a family engagement activity, then the FACE Specialist would be tasked with sending out that communication. Another example would be if the teachers are holding parent conferences, the teacher and the administration would be responsible for conveying this information through the various communication means such as the Remind app, School Messenger, and fliers. In order to assess the success of the plan, Rodriguez can track data on how many people like our posts and watch our Facebook live, track the attendance of parents at family engagement activities through sign-in sheets, track the data of how many families were reached through the School Messenger messages, and collect valuable data through surveys. All of this communication data can be discussed at the administration meeting and adjustments can be made accordingly.

**15. FAMILY AND COMMUNITY ENGAGEMENT**

Rodriguez Montessori Family and Community Engagement will have many aspects to its implementation. We look to engage families and the community through fun events on campus that bring families together, we will offer presentations to help parents understand the Montessori model and how they can help their child at home, we will offer different volunteer opportunities for parents to support the success of the school, and through different methods we will work to have the family/community voice be heard at the school. Success of the plan will be seen through the academic success of the school, the number of families we will be able to provide resources to, and through the number of parents that will be attending the school sponsored events.

There are many events that Rodriguez will host in order to engage the families with the school and its staff in an informal and fun manner. Some of the events could include movie nights, Fiesta at Rodriguez, and Mother’s Day Tea. To engage families in events that impact the community, the school will participate in events such as Dia De Los Muertos, Basura Bash, and Chalk It Up. These events will expose the students and their families to culturally and environmentally based events that are outside of the immediate area of Rodriguez, thus reinforcing the global awareness aspect of the Montessori Model.

There will be a parent room at Rodriguez where the parents are able to house all the materials they need in order to be effective volunteers. There will be an area that houses books and toys for the younger non-school age children that the parents may bring while volunteering. The parents will have

tables, chairs, laminators, and office supplies so they can complete the work that the teachers have asked them to do. The room will also act as the Family and Community Engagement Specialist's office so the parent volunteers have easy access to her if questions arise.

Parents are often not versed in the Montessori model. Rodriguez looks to host a First Thursday event every month. This event is meant to equip parents with a clear visual of what occurs in a Montessori setting to help their child progress academically and social/emotionally. Topics that can be covered include Edison's Day (a video depicting the day of a child in a Montessori school), Math in the Montessori classroom, Language in the Montessori classroom. The school will host two Watch Me Work nights, one each semester. The Montessori model calls for the students to not receive homework. This causes a disconnect between the school and the families because the parents do not know the progress of their children and they do not get a glimpse into what their children are working on. The Watch Me Work nights will allow the families to enter their child's classroom for a demonstration by their child of the lessons that they have received. This will also be a time when the parents can ask general academic questions about the Montessori curriculum. The parents will leave the evening knowing that their children are indeed working on academic skills.

The education community will likely reach out to Rodriguez to develop a mutually beneficial relationship. The community of educators interested in creating public Montessori models within their districts will visit Rodriguez to gather information on how to make Montessori successful in a public school. They will be very interested in touring the classrooms and asking the administration and the teachers questions on the Montessori model and what the school perceives as the key to our success. They will also very likely be interested in how Rodriguez has promoted a Montessori education in a setting which the traditional method of school is the norm. Rodriguez will be able to share consultants and professional development sessions with other Montessori schools within the area. We will also be able to collaborate with other Montessori teachers and share teaching strategies with fellow Montessori teachers that have been met through the various Montessori associations with whom Rodriguez will create relationships.

Finally, Rodriguez will develop two ways by which parents can be a part of the decision making process for the school. The first will be by parents being part of the Campus Leadership Team. Two parents will be asked to be a participant on this team. This team will be tasked with making decisions for the school as a whole. They will review the campus improvement plan and make adjustments as needed. In order to make these adjustments, the members will review data that is available at the school to help them make informed decisions. The team, along with the parents, will also make decisions about procedural topics and professional development needs of the school.

Rodriguez will also have a Parent Advisory Council. The purpose of this council will be to have parents be an important part of the school. Each classroom will have a parent representative on this council. The main purpose of the council will be to serve as the first point of contact for the school and the classroom when volunteers are needed for various events. The parents will also be the first point of contact when parent is needed for volunteer opportunities. The greater number of parents that will be on this council allows for more voice and ideas to be heard as well as the amount of work to be spread more evenly. The council will conduct meetings monthly with the Principal and the Family and Community Engagement Specialist. The agenda items will usually revolve around volunteer or donation opportunities occurring at the school, gathering parent ideas on various upcoming family and/or student

engagement events, gathering ideas on how to promote the school, or gathering ideas on how to improve the student/parent experience at Rodriguez.

## **16. STUDENT RECRUITMENT AND RETENTION**

Rodriguez Montessori will be a school that strives to nurture a student who is intentional, empathetic, adaptable, creative, and independent. The Montessori model allows students to have choice throughout their school day, including choice on their assignments and their work space. A strong emphasis is placed on cultural and global awareness through research, through field trips in Lower Elementary to environmentally aware destinations, and through events such as the Holidays around the World. Strong relationships are built between the teachers, parents, and students due to the child staying in the same classroom for three years and relying on their peers for assistance and looking to them as a role model. Families will become a part of the Rodriguez Family through family engagement activities and the possibility for their voice to be heard through various means.

Rodriguez recruiting will be modeled after Steele, which has a well-defined method for promoting the availability of their Montessori model. The first part of this process is to promote the school and its Montessori model. Flyers of the various information sessions and tours are taken into the community. They have been left at the two closest public libraries, at daycare centers, and at various businesses around the area. Rodriguez will also promote the school through its website, its Facebook page, and through the various events held by the district.

Another important part of the promotion of Rodriguez are the Information Sessions that are held four times during the open-enrollment period. At these sessions, an overview of the Montessori method will be given, including the mission of the school, a glimpse at the life of the student, family engagement and parent involvement, and the role of the teacher in the school and the classroom.. After the presentation, the prospective parents will be able to tour a primary and a lower elementary classroom. The prospective students will be able to engage with some of the Montessori materials that are available for their exploration. The teacher will be available to answer any questions that the prospective parents may have. The parents will also be able to view the outdoor play area that is unique to Montessori. The prospective parents will also take a brochure and flyer with them to help promote Rodriguez.

Every Tuesday from 9:00-10:00, Rodriguez will hold tours of the school. A member of the administration team will take prospective parents through a primary classroom and a lower elementary classroom. The prospective family will be able to get a first hand look at what their child would experience on a typical school day. They will be able to ask brief questions of the teacher, but the main source of information is the person conducting the tour. They will be able to see the gym, the art room, and the outdoor play area. Since this is more of an intimate setting, the parents will be able to ask any questions that may pertain more to their child.

Retention of students not only entails ensuring that the needs of the students are met, but it also means the parents must have confidence in the school so that their desire is for their child to attend Rodriguez. Once a family has accepted the seat at Rodriguez for the following school year, the family will be invited to a Family Orientation event which consists of a rotation through various topics. During one rotation, the topics that will be discussed include what can be done at home to prepare their child for their Montessori experience, what can be expected the first day, week, and month of school, how birthdays are celebrated with a Celebration of Life, the school's stance on behavior, including not using rewards, and how the social/emotional needs are met and an overview of the strategies taught to address this topic. In the next rotation, the administrative team will review the handbook/policies/procedures,

special events of the year (first thursday, watch me work), arrival/dismissal, rainy days, uniforms, visiting your child at school (1st 6 weeks, eating lunch with child, bringing food to child), classroom parties, and the school's policy on cultural proficiency. There will be another rotation with the teachers in order to have a question and answer session with the parents, give samples of schedules their child may follow, and to allow the teachers to discuss the balance that can be seen between the student being held accountability yet having some freedom within the classroom. The final session will be with the school's Family and Community Engagement Specialist in which volunteer opportunities and procedures are discussed, the background check process, and parent conduct expectations are reviewed.

Rodriguez will have many parent engagement activities that occur throughout the year to help the families make a meaningful and fun connection to the school. Annually, Rodriguez looks to host two family movie nights, two Watch Me Work nights, a Loteria night, a Valentine Family Dance, and many more activities to have parents join the faculty/staff and fellow Rodriguez families in fun activities. The school will engage in community events such as Basura Bash and Chalk It Up to help families engage with each other but to also reinforce the idea that the school is looking to mold globally minded children. There will be a Parent Advisory Council to engage parents in the planning of engagement activities and to help make decisions on behalf of the school. All of these activities will help to create parent ownership in order to build a school-home connection which supports the retention of their child at Rodriguez.

Open lines of communication will also be key to retaining the students. The parents will have access to their child's teacher through the Remind app, email, and phone calls. The teachers will usually respond to any communication from the parent within 24 hours and will be more than willing to hold face-to-face conferences as requested. This communication will also be extended into biannual school-wide parent conferences.

Students building a strong relationship with their teacher and their peers will be another way in which Rodriguez retains its students. The students will be with the same teacher for three years in a row (Primary being PK3-K and Lower Elementary being 1st-3rd). The teacher will have the unique opportunity to really know their students academically and personally. This will allow the teacher sufficient time to find unique and personally tailored strategies to meet the needs of the child. The teacher will also build a strong working bond with the parent throughout those three years that their child is in the teacher's classroom. The students within the classroom will also build strong relationships with each other and use each other as role models and resources.

Choice which is built into the Montessori model will help Rodriguez retain students. Students will be given choice during the school day. Students will be able to create a work plan alongside the teacher and will be able to choose which assignments will be done at a self-chosen time during the three hour work cycle which occurs each day. If all their assignments are completed, they will have free choice time at the end of the week to engage in an activity of their choosing or pick to attend either open gym or open art. Students will be able to have a snack as needed, choose where to work both within the classroom or outside of the classroom at designated areas, and will be able to choose topics to explore in depth.

Meeting the needs of the students both academically and social/emotionally will also be important to retention of the students. The hands-on approach to the Montessori model and the ability for teachers to pace children's learning according to their need (children who may be struggling are able to remain on a skill longer and an advanced child being able to forge ahead) will help the teachers meet the individual needs of each child. The counselor led lessons through the Second Step Curriculum will help build the social/emotional capacity of the students with the teachers reinforcing the skills.

### **Elevator Speech to Prospective Families**

Rodriguez Montessori Elementary is a local school within the San Antonio Independent School District; we are committed to achieving excellence in our academics, attendance, and parental/family engagement. This is a school where the voice of the child matters and where we offer them options throughout the school day. Outdoor play, social/emotional awareness, cultural awareness, and academics are cultivated to foster a well rounded child who will be empathetic, intentional, independent, adaptable, and creative.

### **Projected Enrollment and Plan for Opening**

The school is projected to open in 2020-21 with 128 students in grades PK3 - 1st grade. The school's goal is to be fully enrolled with 550 students in PK3 - 5th grade by the 2024-25 school year. As discussed in the Challenges sections above, we are currently below our goal for student applications. However, we believe there is strong demand for a second Montessori school within SAISD. Steele remains one of SAISD's most popular schools, with significant waitlists. It is the only public Montessori school in San Antonio; there are several private Montessori schools. In the Rodriguez neighborhood, there is a high density of families, and there are not very many choice school options nearby. Finally, there is a strong affinity for Rodriguez elementary and the community seems to be rooting for the success of the school after SAISD's extensive engagement in the Fall.

## **17. CAMPUS GOVERNANCE**

### **A. ROLE**

The intent is for Rodriguez to have both an Advisory Board and a Campus Advisory Committee. We see the role of the Advisory Board as having three purposes. The first purpose of this Advisory Board is to protect our culture of Montessori and its autonomy which includes maintaining or reimagining the mission and vision of the school as it grows. Our Advisory Board would also connect the school to the broader community. The last purpose of the board is to hold the school accountable to reaching its goals. We are currently working with the Parent Advisory Committee which could potentially be transformed into a separate Campus Advisory Committee. Parents, teachers, and community members could be on this committee. This Campus Advisory Committee will focus on local items that occur on a daily or monthly basis. They will advise on such things as parent engagement opportunities. They will work alongside the Advisory Board to help the board fulfill its purpose. This will create a more robust Advisory Board with all stakeholders being involved.

### **B. STRUCTURE**

The Advisory Board will meet 4-6 times a year. A minimum number of meetings expected to be attended will be set. The board could potentially have between 10-15 members with a three year term commitment and a two year term limit. The committee will be broken down into roles and sub-committees. The roles could include Chairperson, Vice-Chairperson, Secretary, Treasurer, Events Coordinator, Chair of Promotion, etc. Examples of the sub-committees include Family Engagement Committee, Accountability Committee, Nomination Committee (to find new candidates for vacant positions), and School Promotion Committee. These committees will meet as needed. The agenda will be driven by the principal of Rodriguez, the Chairperson, and the leads of any sub-committees. A standing agenda item could be reviewing data and the progress that is being made towards the school goals, including a review of the MAP data, Insight Survey data, Parent survey data, enrollment

information, and the budget from the preceding year as a few examples. Another standing agenda item could be an update on all projects that are in progress.

**C. SUSTAINABILITY**

Recruitment of members can begin by engaging with our current Montessori contacts such as people we will meet through the Montessori networks, contacts within the SAISD school district, and the contacts that have already been established at Steele Montessori, a fellow network school. We will prioritize mutually beneficial partnerships to retain board members and attempt to stagger terms to avoid the loss of knowledge and capacity. An example of a mutually beneficial partnerships is one potential board member could be a part of the Teach for America organization. A potential mutual benefit could be we could reach out to him for potential applicants to vacancies at the school while we offer to host tours of our school for Teach for American members. We would want to ensure that each board member feels that their presence is making a difference in the Montessori community by using their talents to best fit the needs of the school. We could acknowledge their contributions at events hosted at the school or through communication that would be sent from the school to the families/communities. We could also have students write thank you notes to the board for the work they are doing on behalf of Rodriguez. As a network, we would want to make sure that we are performing both academically and in providing the authentic Montessori experience.

**D. ACCOUNTABILITY**

The board would hold Rodriguez accountable at the yearly Performance Review Meeting. Rodriguez would present an update to their goals and objectives and their progress towards their Performance contract from the following year. Rodriguez will also be expected to present new goals and objectives and update their Performance contract for the current school year. A yearly walkthrough will be held between the Rodriguez principal and the board members. A debriefing after this walkthrough will be held to ensure that the Montessori model is being implemented with fidelity. Rodriguez will be expected to maintain a rating of a C or higher within the Texas state accountability system.

**E. MEMBERSHIP**

| Board Member Name<br>(First and Last) | Affiliation or Role              | Relevant Expertise                          |
|---------------------------------------|----------------------------------|---|
| 1.                                    | Rodriguez Principal              |   |
| 2. Laura Christeberry                 | Steele Principal                 | Opened Steele Montessori Academy            |
| 3.                                    | Teacher                          | Lower Elementary Teacher                    |
| 4.                                    | Teacher                          | Primary Teacher                             |
| 5.                                    | Rodriguez community leader       | Community support, fundraising              |
| 6.                                    | City-wide leader                 | fundraising, networking                     |
| 6.                                    | Advisor of Montessori Philosophy | accreditation expertise, Montessori teacher |
| 7.                                    | Parent                           |   |
| 8.                                    | Parent                           |   |

**18. BUDGET EXERCISE**

| Item Description   | Estimated Cost | Rationale   | Sustainability Plan   |
|--|----------------|---|---|
| Reading Materials (Classroom Libraries and Library Books)  | \$50,000.00    | Students will need access to books for research in the lower elementary grades. The primary and lower elementary teachers will need classroom libraries to teach reading (fluency and comprehension). Since we do have a Dual Language pathway, some of these books will be purchased in Spanish.   | The school will be applying for the federal charter school startup grant, which is a 2 year grant for the 2020-21 and 2021-22 school years. Awards are typically in the range of \$800,000 over two years. Most of the budgeted items in this charter will be purchased with this grant. If the grant application is not successful or the funds do not cover the budgeted needs, school staff will rely on district funds to cover startup costs and campus funds to cover ongoing expenses. |
| Supplies and Materials                                     | \$100,000      | This is a new school start-up. Materials for everyday use will be needed for the effective functioning of the school (examples: paper, paper clips, staplers, staples, pens, pencils, etc.),  |   |
| Supplies and Materials-Technology                          | \$290,000      | Since this is a new school start-up, all new technology will need to be purchased. Computers will be needed for the office staff to complete their work. Students will need access to technology for research. Administration will need to use technology to review data on students. Teachers will use technology to assess students, track their progress, and have access to data. |   |
| Start-up Classroom (Furniture and Instructional Materials) | \$250,000      | New furniture and instructional materials for the classrooms need to be purchased to be used by teachers, office staff, and students in order to be successful in their academics.  |   |
| Appliances   | \$2,500        | Healthy living, eating, and snack is a part of the Montessori model. Refrigerators are needed to keep the fruits and vegetables that parents send to the school to be used throughout the day.  |   |
| Dues for American Montessori Society                       | \$2000         | Rodriguez will be a part of this society in order to have access to their professional development opportunities and discounts on different Montessori training.  |   |
| Travel/Subsistence-Teacher                                 | \$95,000       | Any teachers hired to teach at Rodriguez that are not Montessori certified will need to attend summer professional development that carries over into the   |   |

|   |        |   |  |
|---|--------|---|--|
|   |        | school year in order to be certified as a Montessori teacher.   |  |
| Travel/Subsistence-Administration         | \$5000 | All administration needs to be trained in the Montessori model in order to maintain fidelity with the model.  |  |
| Marketing                                 | \$5000 | Being a part of the open enrollment process in SAISD, Rodriguez will need to market the model and availability of the school to maintain a strong waitlist and to maintain the 50/50 economically disadvantaged to non-economically disadvantaged students model. |  |
| Facilities-Building Lettering and Marquee | \$500  | In order to maintain communication with the community, we will use the marquee to promote school events.  |  |

## 19. IMPLEMENTATION PLAN

| New Student Welcome  |   |  |
|--|---|--|
| Milestone  | Action Steps  | Responsible Parties  |
| Start Date: February 12, 2020<br>End Date: May 18, 2020                  | <ul style="list-style-type: none"> <li>Conduct phone calls to families that have been offered a seat at Rodriguez through the lottery.</li> <li>Send welcome cards to newly accepted families.</li> <li>Hold welcome session for new families.</li> </ul> | <ul style="list-style-type: none"> <li>Administrator/s</li> <li>Counselor</li> <li>Senior Coordinator of Operations</li> <li>Instructional Coach</li> <li>Data Clerk</li> <li>Secretary</li> </ul> |
| Estimated Start Date: July 20, 2020<br>Estimated End Date: July 24, 2020 | Newly accepted students to lower elementary without Montessori background will be asked to attend a summer session to give the student background knowledge on how to handle Montessori expectations.   | <ul style="list-style-type: none"> <li>Administrator</li> <li>One Primary Teacher</li> <li>One Lower Elementary Teacher</li> <li>Counselor</li> <li>Instructional Coach</li> </ul>                 |
| Student Recruitment  |   |  |
| Milestone  | Action Steps  | Responsible Parties  |
| Start Date: September 1, 2020<br>End Date: November 4, 2020              | <ul style="list-style-type: none"> <li>Choose sites for flyer/brochure drop off.</li> <li>Drop off fliers/brochures to sites.</li> <li>Schedule info sessions off site.</li> <li>Attend community events to promote the open enrollment.</li> </ul>       | <ul style="list-style-type: none"> <li>Administrator/s</li> <li>Senior Coordinator of Operations</li> </ul>  |

|  |  |  |
|--|--|--|
| Start Date: November 4, 2020<br>End Date: January 31, 2021   | <ul style="list-style-type: none"> <li>● Monitor the number of applications being submitted weekly.</li> <li>● Adjust the flyer/brochure drop off as needed.</li> </ul>  | <ul style="list-style-type: none"> <li>● Administrator/s</li> <li>● Senior Coordinator of Operations</li> </ul>  |
| Start Date: January 16, 2020<br>End Date: February 20, 2020  | <ul style="list-style-type: none"> <li>● Hold info sessions at Rodriguez.</li> <li>● Hold weekly tours on Tuesday at Steele Montessori for Rodriguez families (9:00-10:00)</li> </ul>  | <ul style="list-style-type: none"> <li>● Administrator/s</li> <li>● Senior Coordinator of Operations</li> <li>● One primary &amp; one lower elementary teacher</li> <li>● Instructional Coach</li> </ul> |
| <b>Alignment of Montessori Curriculum and TEKS/MAP/STAAR</b>   |  |  |
| Start Date: August 3, 2020<br>End Date: May 31, 2021<br><br>This will occur at the beginning of the year PD sessions before school starts and BOY, MOY, and EOY administration of MAP. | <ul style="list-style-type: none"> <li>● Review the Montessori expectations with the TEKS/MAP expectations</li> </ul>  | <ul style="list-style-type: none"> <li>● Administrator/s</li> <li>● Instructional Coach</li> <li>● Primary &amp; Lower Elementary Teachers</li> </ul>  |
| Start Date: August 3, 2020<br>End Date: May 31, 2021   | <ul style="list-style-type: none"> <li>● Create Montessori needed materials to help with the alignment of the two curriculums.</li> </ul>  | <ul style="list-style-type: none"> <li>● Instructional Coach</li> <li>● Primary &amp; Lower Elementary Teachers</li> </ul>   |
| <b>Facility Process</b>  |  |  |
| Start Date: January 17, 2020<br>End Date: August 1, 2020   | <ul style="list-style-type: none"> <li>● Refresh of the physical building at Rodriguez.</li> <li>● Update of outdoor area to follow the Montessori model.</li> <li>● Update of wireless network infrastructure</li> </ul>                | <ul style="list-style-type: none"> <li>● Facilities Department</li> <li>● DHR Architecture Firm</li> </ul>   |
| Start Date: February 28, 2020<br>End Date: August 1, 2020  | <ul style="list-style-type: none"> <li>● Purchase of furniture for the classrooms and offices.</li> <li>● Purchase of classroom instructional materials.</li> <li>● Purchase of technology for teachers, students, and staff.</li> </ul> | <ul style="list-style-type: none"> <li>● Senior Coordinator of Operations</li> <li>● Associate Principal</li> <li>● Grants Department</li> </ul>   |
| Start Date: December 12, 2019<br>End Date: once all positions are filled   | <ul style="list-style-type: none"> <li>● Hiring of Principal and Secretary</li> <li>● Hiring of Teachers and additional staff</li> </ul>   | <ul style="list-style-type: none"> <li>● Human Resources Department</li> <li>● Principal and Hiring Committee</li> </ul>   |

## Appendix A - Data Template

**DIRECTIONS:** Please enter data into the cells shaded YELLOW. Do NOT enter any information into the non-yellow cells. If a data point is not applicable for your school, then please type "N/A" into the corresponding yellow cell.

**SCHOOL NAME:** Rodriguez Montessori ES

|  | 2016-1<br>7 | 2017-1<br>8 | 2018-1<br>9 | Change<br>Y1 to<br>Y3 | % Change Y1 to Y3 |
|--|-------------|-------------|-------------|-----------------------|-------------------|
| <b>PART 1: ENROLLMENT AND STUDENT PERSISTENCE (NEARBY SAISD ELEMENTARY SCHOOL)</b> |             |             |             |                       |                   |
| <b>A. General Information</b>  |             |             |             |                       |                   |
| Grade Levels Served (e.g., K-8; 9-12, etc.)  | PK-5        | PK-5        | PK-5        | N/A                   | N/A               |
| Total Enrollment Count   | 681         | 667         | 658         | -23                   | -3%               |
| <b>B. Student Population</b>   |             |             |             |                       |                   |
| % African-American   | 5%          | 5%          | 6%          | 1%                    | 23%               |
| % Asian  | 1           | 2%          | 2%          | -98%                  | -98%              |
| % Hispanic   | 92%         | 91%         | 91%         | -1%                   | -1%               |
| % White  | 2%          | 1%          | 1%          | -1%                   | -38%              |
| % Other Race/Ethnicity   | 0%          | 1%          | 0%          | 0%                    | N/A               |
| % Economically Disadvantaged   | 97%         | 98%         | 98%         | 1%                    | 1%                |
| % English Language Learner   | 31%         | 32%         | 33%         | 2%                    | 6%                |
| % Special Education  | 10%         | 10%         | 12%         | 2%                    | 24%               |
| <b>C. Student Persistence</b>  |             |             |             |                       |                   |
| % of Students who Remain at School from Previous Year (All Students)               | 81%         | 81%         | 84%         | 3%                    | 4%                |
| % of Special Education Students who Remain at School from Previous Year            | 84%         | 86%         | 95%         | 11%                   | 13%               |
| <b>PART 2: ACADEMIC OUTCOMES (NEARBY SAISD ELEMENTARY SCHOOL)</b>                  |             |             |             |                       |                   |
| <b>A. STAAR Grades 3-5 Outcomes (if applicable)</b>                                |             |             |             |                       |                   |
| % of Students who Meet or Master Standards (Reading)                               | 33%         | 27%         | 39%         | 6%                    | 18%               |
| % of Students who Meet or Master Standards (Math)                                  | 39%         | 35%         | 41%         | 2%                    | 5%                |
| % of Students who Meet or Master Standards (Writing)                               | 21%         | NA          | 23%         | 2%                    | 10%               |
| % of Students who Meet or Master Standards (Science)                               | 36%         | 24%         | 23%         | -13%                  | -36%              |

|  |      |      |      |       |       |
|--|------|------|------|-------|-------|
| % of Students who Meet or Master Standards (Social Studies)  | NA   | NA   | NA   | N/A   | N/A   |
| <b>B. STAAR EOC Outcomes (if applicable)</b>   |      |      |      |       |       |
| % of Students who Meet or Master Standards (English I)   | NA   | NA   | NA   | N/A   | N/A   |
| % of Students who Meet or Master Standards (English II)  | NA   | NA   | NA   | N/A   | N/A   |
| % of Students who Meet or Master Standards (Algebra I)   | NA   | NA   | NA   | N/A   | N/A   |
| % of Students who Meet or Master Standards (Biology)   | NA   | NA   | NA   | N/A   | N/A   |
| % of Students who Meet or Master Standards (U.S. History)  | NA   | NA   | NA   | N/A   | N/A   |
| <b>C. Self-Selected Outcomes (Select up to 3 data points to share)</b>   |      |      |      |       |       |
| Average daily attendance for Nearby SAISD Elementary School  | 95.3 | 95.2 | 94.5 | -0.8  | -1%   |
|  |      |      |      | 0     | N/A   |
|  |      |      |      | 0     | N/A   |
| <b>Part 3: HUMAN CAPITAL (DISTRICT-WIDE)</b>   |      |      |      |       |       |
| <i>Select 3 data points to share. (Examples: average years of teacher experience, % of teachers who remain from preceding year, # of master teachers, average TTESS proficiency scores, average # of staff absences, Insight survey results, etc.)</i> |      |      |      |       |       |
| Teacher attrition (% of SAISD teachers who left <i>their school</i> at end of school year)   | 34%  | 36%  | 31%  | -5%   | -14%  |
| Teacher attrition (% of SAISD teachers who left <i>SAISD</i> at end of school year)  | 23%  | 25%  | 22%  | -3%   | -12%  |
| Average T-TESS ratings for all SAISD teachers  | 3.24 | 3.21 | 3.33 | -0.03 | -0.01 |
| <b>Part 4: STUDENT DISCIPLINE (DISTRICT-WIDE)</b>  |      |      |      |       |       |
| <i>Select 3 data points to share. (Examples: Review 360 incidents, # of student suspensions (in-school and out-of-school), # of DAEP placements, etc.)</i>   |      |      |      |       |       |
| Percentage of Students Receiving Referrals-District  | 50%  | 53%  | 48%  | -2%   | -4%   |
| Percentage of Referrals Involving Racial Minorities-District   | 49%  | 51%  | 47%  | -2%   | -4%   |
| Percentage of Students Receiving Out-of-School Suspensions-District  | 14%  | 12%  | 14%  | 0%    | 0%    |

## **ADDENDUM – COMPLIANCE WITH IN-DISTRICT CHARTER LAW AND DISTRICT POLICY**

The School certifies that this in-district charter application complies with Texas Education Code Section 12.059, as follows:

1. The education program being offered is described in the charter application.
2. The continuation of this charter is contingent on satisfactory student performance on state-required assessment instruments, satisfactory financial performance under state financial accountability provisions, and on compliance with other applicable accountability provisions.
3. In accordance with SAISD Policy EL(LOCAL), the SAISD Board may place this School on probation or revoke the charter in accordance with the School's performance contract if it finds that the campus charter:
  - a. Violates a provision of applicable state or federal law, which may result, after a cure period, in revocation at the conclusion of the School year;
  - b. Violates student achievement provisions of the charter, including the failure to meet the metrics set forth in the performance contract for the campus charter after a three- or five-year review period;
  - c. At the end of two School years, the campus charter may be revoked or placed on probation if it is rated as "improvement required" or fails to meet state accountability standards or is at the bottom five percent in comparison to all campuses in terms of student achievement in the District based on the school performance framework; or
  - d. After a cure period, the charter fails to meet generally accepted accounting standards for fiscal management.
4. The School will not discriminate in admissions on the basis of national origin, ethnicity, race, religion, or disability.
5. The governing structure of the campus is described in the charter application.
6. In order to ensure the health and safety of students and employees, the School will comply with Texas Education Code Chapter 38.
7. The District will conduct an annual audit of financial and programmatic operations of the School in accordance with state and federal law and District policy.
8. The School will provide all information necessary for the District to participate in PEIMS reporting.

In accordance with EL(LOCAL), the School and the SAISD Board of Trustees agree as follows:

1. This charter has a term of ten years, beginning with the 2020-21 school year and ending with the 2030-31 school year, with a three- or five-year performance review and renewal cycle, as defined in EL(LOCAL).
2. The Board waives all applicable District policies and procedures per EL(LOCAL) and the School's In-District Charter Application.
3. The School will comply with its Board-approved school performance contract, and the District's annual process for reporting and reviewing the performance contract.
4. The School will follow the District's unified enrollment policy and procedure, including FD(LOCAL), FDB(LOCAL), F1 and F51. In the event of any conflict between the charter application and district policy and procedure regarding student enrollment, district policy and procedure will govern.
5. The School will participate in District-wide NWEA MAP testing, or its future replacement assessment, as determined by the District.



# **In-District Charter School Application**



**Steele Montessori Academy**

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## 1. CAPACITY OF APPLICANT LEADERSHIP TEAM

**Laura Christenberry/Network Principal** - Laura Christenberry founded Steele Montessori Academy with SAISD in 2017. She worked with the National Center for Montessori in the Public Sector to create the vision and launch the first public Montessori school in San Antonio. Laura Christenberry has also had experience with the Young Women's Leadership Academy, another innovative in-district charter school, and was the assistant principal at Gates Elementary when it moved out of Improvement Required standing in just one year. Laura's skill set includes creating and articulating a solid vision to staff and parents, inspiring staff to continue and embrace Montessori principles, and organizing teams.

**Pat Forero/Montessori Instructional Coach** - Pat Forero has over 20 years of experience teaching in a Montessori school setting and is in her 2nd year as a Montessori Instructional Coach. Pat Forero has knowledge of both state standards and Montessori scope and sequence and has been trained by the MACTE program in primary. Pat has a strong skill set in building relationships with teachers that has resulted in her being able to work one-on-one with each of our teachers weekly. This has led to a growth in the fidelity of our Montessori program in our classrooms. Pat's other skill sets include organization, a sense of urgency for our vision, and helping the team stay focused on deadlines and content that is aligned to our beliefs.

**Austin Hawk/ Lower Elementary Teacher** - Austin Hawk has been teaching for seven years, with the last two being at Steele Montessori Academy. Austin Hawk has been trained in the Lower Elementary program through the American Montessori Society organization. Austin Hawk started as a teacher through the Teach for America program and has completed post-graduate education. He has participated in the TeachPlus program which utilizes teachers to solve current education policy issues. Austin Hawk has a strong skill set in seeing the vision of the school and how we fit with current educational trends and policies. He also serves on our Steele Montessori Board and has connections with other community members that can help our team create a quality governing board. Austin brings knowledge of educational policies and a passion for Montessori education to our applicant team as well as pushes our team beyond the boundaries.

**Robin McNeil-Kandera/ Special Education Teacher** - Robin McNeil-Kandera is our Special Education Inclusion teacher for our Pre-K and Kindergarten students. Robin has been teaching for 2 years and has experience working with students with special needs. Because of our high number of students with special needs, her expertise is valuable in making sure our charter addresses these needs.

**Margaret Alvarez/Counselor** - Margaret Alvarez has 19 years of experience as a school counselor and is in her third year as the counselor at Steele Montessori Academy. Margaret has worked in a variety of settings as a school counselor including middle school which will help us plan for extending to 8th grade. She also has experience as a parent of a Montessori student as both of her children went to a Montessori school. Margaret demonstrates a passion for incorporating mindfulness not only into our curriculum but into our daily life including how we utilize mindfulness into our discipline policy, use of breathing techniques to calm students, and our Yoga/Mindfulness class. Margaret has launched the Second Step curriculum, which has taught students to work together and resolve conflict on their own. The applicant team values Margaret's talents which include honoring everyone's opinion, knowing and valuing parent input, and pursuing the philosophy of Montessori.

**Rebecca Gonzalez/ Associate Network Principal-** Rebecca Gonzales has been in education for twenty-three years. Rebecca’s first experience with Montessori was in attending St. Mary’s Hall High School where the Montessori principles were in place. She joined the Steele team three years ago as a parent of a Steele student and has now joined the administration team. She was a classroom teacher for eleven years, a Campus Instructional Coordinator for four years, and an Assistant Principal for seven years. She has had experience with reviewing data and evaluating the effectiveness of programs that are being used on the campus.

## 2. STAKEHOLDER MAP

| Students  |  |
|---|--|
| Stakeholder’s Top 3 Needs                               | <ol style="list-style-type: none"> <li>1. Students are seeking individualized instruction that allows for choice, engagement, and learning on a deeper level in an inclusive environment. Students interviewed in the District communicated that they want to know their voice matters and be seen as individuals. Students crave engagement in their learning environments and feel most capable of reaching that point when they have good relationships with the adults in their school and have a sense of belonging to the community.</li> <li>2. Students in this day and age need curriculum and guidance in making healthy and safe choices that allow them to develop healthy relationships and learn to regulate their emotional well being. Students face an increasingly difficult social and emotional landscape to navigate, especially when coming from a low socio-economic background.</li> <li>3. Students have voiced that they would like a curriculum in which they can work at their own pace. If a topic is something that the student feels they need more time to master, then they would like the option to spend more time on this topic to move towards mastery. Those students who are further along in the curriculum than other students would like the option to pursue their interests or have the option to move forward with their learning and not be held back for the sake of keeping all students together to meet a timeline.</li> </ol> |
| How those needs were identified (discuss engagement)    | These needs were identified during a focus group session in May of 2019. Campus Leadership Team also analyzed the year’s data from parent surveys, NWEA MAP scores, and reading levels during the Spring of 2019 as well.  |
| How school is currently meeting the stakeholder’s needs | <ol style="list-style-type: none"> <li>1. Students are afforded the ability to make more choices everyday in a learning environment that more accurately resembles the real world. They are encouraged to research topics in which they express interest and are allowed to present their research to the class. Every week, students sit with the guide to choose the lessons that will be worked on for the following week. The student then has the choice of the order in which to complete the tasks. Once they have completed all expected work, on Friday the students have free choice time. Within a set timeframe, the students are allowed to engage in any of the activities within the classroom. They can also sign-up for a time to attend open gym or open art.</li> <li>2. Our implementation of the Second Step curriculum explicitly teaches students emotional regulation and social skills to lead happy, healthy lives. The counselor delivers these lessons weekly to the students and teachers. By having the teacher learning alongside the students, the teachers are able to monitor the use of the skills taught to the students and are able to give extension lessons as needed. Mindfulness is also taught to the students once a week.</li> </ol>  |

|   |  |
|---|--|
|   | <p>These lessons help the students be present and aware of their environment at all times. Students participate in yoga classes to help build healthy habits on how to deal with stressful times in their lives.</p> <p>3. By nature, Montessori curriculum is laid out in a conceptual and sequential manner that builds a strong foundation that many young learners seem to be struggling to build. Students are encouraged to continue with a Montessori material until the skill has been mastered. If a child has mastered the concept with the material, they are encouraged to move on to the next material/skill rather than waiting for the class as a whole to master the skill to move forward.</p>  |
| Areas for growth in meeting the stakeholder's needs | <p>One area of growth involves bridging the gap between theories of Montessori and special needs of a student with disabilities. The Montessori theory calls for students to be intrinsically motivated while in the IEP for a special education student, it often relies more on extrinsic motivation to help the child improve academically and behaviorally. Independence is also a Montessori theory that Steele struggles with in regards to special needs students with disabilities. In Montessori, students who need more structure and need more supervision to complete work struggle with this concept.</p> <p>Another area of growth is aligning the Montessori curriculum with each grade level's state standards. The way the state standards are assessed is very different from how the concepts are taught and assessed in the Montessori curriculum.</p> |

| Campus Staff   |  |
|--|--|
| Stakeholder's Top 3 Needs                                  | <ol style="list-style-type: none"> <li>1. Campus staff crave opportunities to grow as professionals, especially in their capacities as leaders. Many teachers that thrive at Steele were recruited from SAISD where they were already known as successful teachers. They reported feeling fulfillment from the transition made to the Montessori model and from the meaningful relationships they have with students, but are eager to take on more responsibility and grow into roles that allow them to further support the school and students.</li> <li>2. Campus staff is in need of tangible support in helping students with academic, behavioral, social, and emotional needs resulting from a variety of circumstances. Staff in our school work with students with a variety of ability levels, some coming from challenging backgrounds, who need concrete support to help students reach their potential in all areas.</li> <li>3. Campus staff is in need of fellow staff members (including administration) that support the Montessori implementation. The staff want the leadership at Steele to continue to build autonomous opportunities for teachers to allow students to develop at their own pace and make each day meaningful to a variety of learners through a flexible and efficient model of education. Teachers need the autonomy to plan individual lessons and abide by the Montessori model.</li> </ol> |
| How were those needs identified (completed engagement)?    | <p>These needs were identified through the Staff Insight Survey given in the Spring of 2019, teacher feedback received in Spring of 2019, candidate interviews conducted during the Fall of 2018, and through the on-boarding process.</p>   |
| How is the school currently meets the stakeholder's needs? | <ol style="list-style-type: none"> <li>1. Having multi-age classes means that a teacher has a student for 3 years, and during that time they build very meaningful relationships with each child. Picking up right where they left off at the end of the previous school year has been instrumental in our teachers' ability to help students progress faster without losing momentum in the first quarter of the year. Teachers at Steele are participating in various programs to get various degrees, certificates, or to grow</li> </ol>   |

|   |   |
|---|---|
|   | <p>professionally. These teachers are provided opportunities for leadership that supports the needs of the program they are participating in through the work of the school.</p> <ol style="list-style-type: none"> <li>2. Montessori allows teachers more flexibility to meet a wide range of needs in their students. Teachers receive high quality training and subsequent certification that enables them to teach in a developmentally appropriate, yet challenging way for each student. Our staff has a highly collaborative culture, and regularly engages in productive problem-solving protocols that help them design systems of intervention for students in need.</li> <li>3. The leadership of Steele Montessori is dedicated to building teacher capacity with the Montessori curriculum. The teachers participate in Tuesday PLCs and after school PD. Teachers are allowed to choose the topic for these PLCs and PD which allow for the teacher's voice to be heard. The leadership also schedules experts from the Montessori community to provide professional development to address teacher needs.</li> </ol> |
| Areas for growth in meeting the stakeholder's needs | Training in trauma and social/emotional/instructional strategies to use when specific disabilities are present or suspected.  |

| Families  |   |
|---|---|
| Stakeholder's Top 3 Needs                               | <ol style="list-style-type: none"> <li>1. Families communicated a deep desire to have a campus that provides a different environment for children that doesn't focus on testing. They prioritize happiness over standardized scores.</li> <li>2. Equitable and Inclusive environment that welcomes students and families, strengthens the community. Parents want their children to be exposed to all races, ethnic backgrounds, all levels of socio-economic status, and students with diverse educational needs/strengths.</li> <li>3. Well rounded curriculum/choice to allow families to pick a school that meets the needs of the child and sees them as individuals.</li> </ol>   |
| How those needs were identified (discuss engagement)    | Community engagement protocol in May 2019 families were asked about the best school experience for their child and their hopes for their child's future, end of year surveys with parents (May 2018 and May 2019), feedback through social media (ongoing)  |
| How school is currently meeting the stakeholder's needs | Montessori education was designed to meet the needs of students through hands on learning opportunities while also including social and emotional learning in the curriculum that supports the whole child. The Montessori curriculum is followed with fidelity. The focus is on the sequence of learning a concept rather than focusing on a timetable of reaching mastery. The student learning plan allows for students to have a choice on what order they would like to complete the day's work allowing for individualization of the curriculum. The district's choice school model welcomes all students from a variety of socio-economic status to apply for enrollment. The ratio for open enrollment is kept at 50% low socio-economic status. We welcome all students and families from various backgrounds and areas around the city/county to help build a warm and supportive environment for all learners. |
| Areas for growth in meeting the stakeholder's needs     | Steele has the challenge of building community when we have families coming from all over the city and the county.  |

|                  |
|------------------|
| <b>Community</b> |
|------------------|

|   |   |
|---|---|
| Stakeholder's Top 3 Needs                               | <ol style="list-style-type: none"> <li>1. Schools such as YWLA and Highland High Park partner with Steele in events, such as Girls and Boys Bash, in order to earn service hours and inviting our families and students to football games. These high schools need engagement with our students in order to build relationships with future students and generate interest in attending their campus. In addition, Trinity, TSU, and Emerging Leaders partners with our campus to recruit high quality candidates for their programs as well as use our innovative campus as a training site for new educators.</li> <li>2. Private and public Montessori schools and Associations are invested in the outcome of our school and regularly check in with us during visits, calls, and conferences. The main need they have in regards to our success is the potential to spread Montessori education. They also need access to professional development and opportunities for collaboration with our staff.</li> <li>3. Montessori education was designed to meet the needs of students in poverty with special needs, and it is currently in high demand. Although this widely sought out model is over 100 years old, it is not available to the vast majority of public school students. Even in a major metropolitan area like San Antonio, the average cost is \$8,000 to \$15,000 in tuition for a student to attend a private Montessori for just 1 year. The result is that Montessori education, which was originally designed for children in poverty with diverse learning needs, is an opportunity available to only a small, elite portion of children. Steele Montessori fulfills this need of access to the Montessori model by offering this model of education at no cost, utilizing an equitable enrollment model. We welcome all students and families and work to build a warm and supportive environment for all learners</li> </ol> |
| How those needs were identified (discuss engagement)    | These needs were identified through meetings with Highland Park and YWLA staff (Fall 2018), meeting and PMET (spring 2019), school visits (Fall 2018/Spring 2019), and the onboarding process (spring 2019).  |
| How school is currently meeting the stakeholder's needs | Partnerships with high schools are currently providing their students with volunteer opportunities for their required hours. Those opportunities are further providing the high schools with potential students because our students are very excited about the interactions they have with the high school students. We currently partner with local Montessori schools to share consultants and professional development sessions. We network through associations such as AMC and PMET to increase collaboration with their teachers and share useful strategies, data, and creative solutions to challenges we all face. This will help Steele maintain a strong rating within the state accountability system thus having the ability to "market" our school as having a successful model. We will, in turn, be able to reach more families who are looking for a different educational model.   |
| Areas for growth in meeting the stakeholder's needs     | We need to do more neighborhood and business outreach to get a better idea of the needs they have.  |

### 3. CAMPUS DECISION-MAKING

The campus leadership team is the campus-based decision making group. This group meets monthly and members include the principal, assistant principal, school counselor, one teacher from each level or grade, a member from the instructional assistants, two family members of students, and in the future two students (this will occur once the school houses fourth and fifth graders). Responsibilities of the CLT include revising the campus improvement plan, planning events, setting school goals, and approving the school's daily schedule. The teacher representatives on the CLT will be nominated and voted on by the

school staff, and the family member representative will be nominated and voted on by the members of the third decision-making group, the Parent Advisory Council.

Grade level teams are divided into the primary and lower elementary levels. These teams make the academic decisions based on data collected from MAP. They review the MAP data at BOY, MOY, and EOY. Based on the data shown on the learning continuum, the teachers are able to make adjustments to the work plans of the students in Transparent Classroom.

The campus is required by the district to create a TIP (Targeted Improvement Plan) plan to address the academic needs of the school. The members on the team are the principal, the administrator intern, the instructional coach, the Area Superintendent, and Coordinator of Instructional Leadership. The team is making periodic observations of the classrooms by specifically following a few students in a classroom each visit. The plan also includes creating a STAAR plan to track the progress of the students towards proficiency on the test and the team tracks this data with the teachers.

The Parent Advisory Council includes a parent or family member representative from each class in the school. This council was formed to address the gap of parent input created by the disbanding of the PTA. The PTA was disbanded due to the lack of parent support with four parents consistently running the organization and its events. The majority of the money collected on behalf of PTA went to the organization rather than the school was another factor in the disbanding of the organization. The teacher will communicate with the parent volunteer to assist with class and school events as well as attending quarterly meetings with the school principal. These meetings with school administration provide an opportunity for families from across the campus to stay informed, address concerns, and collaborate with each other. By having one parent representative from each classroom, this expands the parent participation that will be occurring at the school.

The ARD committee makes decisions on the students' IEP needs. The committee consists of the district representative, the general education teacher, the GEC teacher, the parent, and any other pertinent individuals based on the student's disability. Such things as the student's schedule, goals/objectives, testing accommodations, and classroom accommodations/modifications are addressed.

The MTSS committee addresses the needs of struggling students by deciding on instructional support that can be implemented for a student. This committee consists of the parent, the teacher, the MTSS coordinator and any other relevant district member. The committee makes decisions on next steps once they decide that all the instructional supports in place have not been of significant benefit to the child.

The LPAC committee is another academic based committee that addresses student needs. The committee consists of the LPAC coordinator, the bilingual/ESL teachers, and a parent. This committee reviews data of our English Learners. They make decisions on the instructional strategies to implement that will address their needs, on the placement of students into the Bilingual program, and on the STAAR accommodations that will be in place for the students as needed.

There is an interview committee that meets as needed to hire any additional staff for school staff vacancies. The committee uses the interview protocols that have been created by the campus to discern the will, skill, and vision of the applicant in regards to the Montessori model.

The school also has a report card committee that meets to align the Montessori curriculum with the state standards. This committee consists of teachers, the instructional coach, and administrators. The committee meets as needed to review the current report cards and meets as new grade levels are added to the school.

In the future, there will be a Montessori governing board. This board would be comprised of individuals that will be proponents of the Montessori model to ensure that as administrators change at the district level, the Montessori model will remain and to help raise money for the network.

#### **4. DATA REFLECTION**

Steele Montessori Academy continues to increase scores in Reading and Math on the NWEA MAP assessment and is higher than the district average of 23% in the 61st percentile or above. However, our current data shows that we are still below our goal of having 50% of our students scoring in the 61st percentile or above on Reading and Math. Currently 34% of our students are scoring in the 61st percentile or above in Reading and 37% are scoring in the 61st percentile or above in Math.

We also use a system called the Developmental Environmental Rating System which calculates environmental factors in learning including how a teacher initiates curiosity, respect from both the adults and children in the room, joy in the room, order and organization to inspire learning, and several other factors which give data on a variety of social and emotional skills of our students. Our goal is to have inhibitory control and social and emotional flexibility to be averaged at an 80. Currently our school is below our <sup>1</sup>goal at 65 for inhibitory control and 55 for social and emotional flexibility.

One piece of data that our team found particularly interesting is that teachers at Steele Montessori Academy stay. Our retention rate for 2018-2019 school year was 92% on a staff survey conducted by insight.

See Appendix A - Data Template.

[https://docs.google.com/spreadsheets/d/16FjcoDaZ2VoH1NEekL5c8T5a\\_Wy1U1tz/edit#gid=2065423248](https://docs.google.com/spreadsheets/d/16FjcoDaZ2VoH1NEekL5c8T5a_Wy1U1tz/edit#gid=2065423248)

#### **5. CHALLENGES FOR YOUR SCHOOL**

After reviewing the data to find our three challenges, a Root Cause analysis was conducted to find the root cause for all three. This was done through in-person questioning and online use of Airtable to gather information from all involved.

**Challenge #1** - Misalignment of Montessori Scope and Sequence to the TEKS and Navigating Challenges in Meeting Academic Proficiency Standards (MAP, STAAR).

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<sup>1</sup>

Currently, K-3 students at Steele Montessori are not meeting the proficiency standards in reading and math (according to 2018-2019 NWEA MAP testing). Only 32% of third grade students are scoring at the highest levels of reading (or in the top 40%) and only 37% perform at the highest levels in math. Our goal is to have 80% of students scoring in the top 40% on the Reading NWEA MAP by the end of 2023.

After surveying a host of stakeholders on the root causes, including teachers and campus administration, the following driver was identified:

As a public Montessori school, there is a need for Steele to follow the Montessori curriculum in conjunction with the state TEKS. The TEKS must be mastered in order to meet the state standard

on the STAAR assessment for state accountability since Steele is a public Montessori school. In the Montessori curriculum, there is a specific order of the lessons and their corresponding materials. If this sequence is not followed, critical objectives and steps to understanding the Direct Aim of each material would be missed. When the child moves on to the next material, they may not understand the full objective of the next work. Alignment work will need to be done to ensure that Montessori lessons are meeting the needs of the TEKS.

### **Challenge #2** - Increasing Social Fluency and Emotional Flexibility

According to the Developmental Environmental Rating Scale data compiled in MOY of 2018, the school's learning environment scored a 55 out of 100 in the area of social fluency and emotional flexibility. This is considered in the Developing range of the scale (37-55). Steele's goal is to be in the Optimal range (78-100). This area measures a child's respect with their environment and each other as well as the adult's respect with the child.

We gathered input on the root cause from our stakeholders analyzing the DERS data. The following root cause was identified:

A student benefits greatly from entering a Montessori school in the primary grades (PK3, PK4, Kinder). These students are taught the fundamental skills necessary to function in the classroom as a Montessori student, such as working through the whole three hour work cycle, patience when a material they need is not available, and how to use the peace corner when they are struggling emotionally, among other skills. As students enter into the Montessori model at the lower elementary levels, we see that they are unable to assimilate with the open structure of the school. They struggle with the independence of the three-hour work session because they have to rely on themselves to be productive and focus to complete their work. The Montessori method builds capacity with so many necessary skills to be successful in a Montessori school starting from the primary grades. The new students miss out on the opportunity to learn and internalize these skills.

### **Challenge #3** - Provide more opportunities for parents to participate in family engagement activities.

The enrollment at Steele Montessori consists of 54% of the students coming from within a two-mile radius from the school. 45% of the students are enrolling from outside of a two-mile radius of the school.

We gathered input on the root cause from our stakeholders analyzing the data on students showing the number of transfer students within the school versus the number of students within the two-mile

priority area. The following root cause was identified:

The only family engagement activities that are offered off-site are the Dia de los Muertos event, Chalk It Up, and Basura Bash which are all located in the downtown area or close to the school. Being a choice school, the families at Steele come from all over Bexar County. Thus, Steele needs to engage more parents in different areas of the county. We need to create more ownership within the school by offering different venues throughout the city for families to engage with other families and various opportunities for parents to have a voice.

## 6. MISSION

Steele Montessori Academy, fostering happy children who advocate for others and pursue their passions.

### What we believe

- We believe that being in the present moment can help us focus better and bring us peace to our well-being.
- We believe we all are reflective learners who set meaningful goals for themselves.
- We believe that school is a joyful student-centered place to spend your day.
- We believe that the Earth is precious and full of resources that we must ethically manage.
- We believe that all children deserve access to a free and public Montessori education.
- We believe authentic and challenging work gives us a sense of purpose.
- We ARE deeply passionate and engaged in the work that we do. We do meaningful work that contributes to our community.
- We live in harmony with one another and treat each other with grace and courtesy.

## 7. GOALS

| Goal # | Timeframe (1, 3 or 5 year) | Description of Goal in SMART format  | 2018-2019 Baseline Data  | Data Used to Measure Progress towards Goal   |
|--------|----------------------------|--|--|--|
| 1.     | 3 year                     | 80% of students will score in the top 40% on the Reading NWEA MAP by the end of 2023.  | K-2 is currently at a 32% proficiency rate                                     | End of year MAP data, MAP fluency assessment |
| 2.     | 3 year                     | We will eliminate achievement gaps on the STAAR Reading assessment by having less than a 15 point difference between the achievement of economically disadvantaged students and non-economically disadvantaged students. | Currently we don't have any STAAR data   | STAAR data in domains 1 and 3,               |
| 3.     | 5 year                     | Steele Montessori Academy will be rated an A by the Texas Education Agency by 2025.  | Current rating is a D. This is based on our connection with our sister school. | STAAR data, progress monitoring.             |

|    |        |   |   |   |
|----|--------|---|---|---|
| 4. | 5 year | 60% of our special education students will meet or exceed their yearly growth measure for the STAAR Reading test.   | Currently, 31% of our special education students meet or exceed the growth measure for STAAR reading.       | STAAR data, reading fluency progress monitoring, NWEA MAP |
| 5. | 1 year | Maintain economic diversity within the school, ensuring that at least 50% of enrolled students qualify for free and reduced lunch with 25% being from Block 4 families. | 62% of the students for the 18-19 school year were eco-dis. 14% of the students were from Block 4 families. | Equity audits, enrollment process, Snapshot demographics  |

**Which goal will be the hardest to achieve and why?**

We believe that Goal #1 will be the hardest to achieve because typically the district has had lower scores in reading resulting in an average of 34% of students score in the top 40% on the NWEA MAP Reading Assessment. The school will also need to find a balance between test preparation for STAAR and the Montessori philosophy that children will develop skills within their own timeline. The school will also have to align the Montessori standards with the TEKS to ensure that students are meeting both sets of standards.

**8. ACADEMIC MODEL**

Montessori education is based on the Montessori model researched and proposed by Dr. Maria Montessori. Her research focused on a child’s natural abilities to concentrate, explore, discover, and learn about the world around them. The main components of Montessori education include: mixed-age classrooms, uninterrupted work periods, Montessori materials, building independence, emphasis of outdoor learning/real-world activities, and focusing on the social and emotional needs of the child.

Montessori works by offering children choices and activities that motivate them to engage deeply and work independently. Montessori classrooms are carefully prepared environments stocked with unique educational materials and teachers who have been specially trained to assist children in exploring, concentrating, and mastering key academic and social/emotional skills.

Montessori classrooms look different from regular classrooms. The Montessori method includes some special elements:

- Mixed-age classrooms - Children are in the same classroom, with the same teacher for three years. The students and the teachers build a strong relationship over this time, helping students feel safe in their environment. Younger children learn from older ones. The mixed-age classroom also helps facilitate students learning at their own pace.
- Uninterrupted Work Periods and Choice - Children have long periods of time to follow their interests and work independently, building concentration and focus. Students are also able to have choice on the order of the tasks they work on during this work period.

- Montessori Materials - The Montessori curriculum calls for the use of hands-on learning tools. These materials are both attractive to the child and designed to support the deep exploration of important concepts.
- Outdoor Learning/Real-world Activities - The classrooms include real-world activities such as caring for plants and animals, keeping the room clean and organized, and preparing and serving food. Children love engaging in real activities and, in addition to becoming responsible members of the classroom community, the skills they practice--attention, focus, coordination--set the stage for more advanced academic work. Outdoor learning in Montessori includes learning how to take care of our environment and stressing the mental health of being in the outdoors. The ultimate goal is to teach children to enjoy being in nature. It will help them have a better conceptual understanding of biology and environmental science concepts. The grace and courtesy lessons that are presented to the students helps the student be ready to function in a community both at school and beyond the school walls.
- Building Independence - Within the limits set by the teacher and the classroom, children have a high level of independence and responsibility. The students are charged with sweeping and mopping the floor plus cleaning the tables and washing dishes after each mealtime. The students are allowed to choose a comfortable area within the classroom or designated areas outside of the classroom to work without the direction of the teacher.
- Montessori Trained Teachers - Montessori teachers, or Guides, take additional training to learn the use of the materials and to study how children learn. Teachers typically give lessons to one child at a time or a small group, while the other children work independently, supervised by a classroom assistant. Teachers are given binders or albums with lessons for all the materials that will be used in their classrooms. They practiced those lessons in training. Then, the lessons are implemented and utilized when planning individual, small group, and whole group lessons.

Social Emotional Learning is a critical part of academic learning in the Montessori model. We incorporate the Second Step Curriculum into our daily learning which is key to developing social and emotional success in our school. Second Step is a product of Committee for Children, which helps to develop the Executive Function and self-regulation skills that are the mental process that enables a child to plan and focus attention. The Second Step program is a universal, classroom-based curriculum, it is research-based, and lessons are developmentally appropriate and sequential. Lessons are purposeful and designed to increase student's school success, decrease problem behaviors and promote social-emotional competence and self-regulation. The developmental lessons incorporate academic success by focusing on skills for learning, empathy, emotional management and problem solving. Skills taught are in cooperation with adults, focus attention, remember directions, stay on task, teach handling emotional challenges and getting along with others.

Montessori also has a peace curriculum that teaches conflict resolution and learning how to handle situations independently. Grace and courtesy is also incorporated into the Montessori classroom. These are lessons that teach manners and how to function in a community.

The Montessori model addresses the special populations in various ways. Whether you have been identified as gifted or as a student in need, you can benefit from the model by being provided opportunities for teachers to individualize lessons to meet your individual needs and/or to pace students according to their needs. The students also have access to hands-on and visual manipulatives for every concept. There are built in role models by having three grade levels in one classroom allowing

for peer assistance which also increases the opportunity for communication, meeting the needs of our English Learner students.

### **Montessori State Accountability Plan**

Working within the Montessori curriculum, we have come to the understanding that there is an instructional gap between the Montessori curriculum and the TEKS, possibly leading to lower than expected STAAR scores. The misalignment between the two curriculums was found during an analysis of the MAP data by the lower elementary teachers and administration. We found that some of the items that were tested had not been taught by the Montessori curriculum. To address this misalignment, we have developed Montessori materials to fill in the gap caused by the discrepancy between the Montessori curriculum and the MAP and STAAR testing. For example, number lines and ten frames are not part of the Montessori materials but have been added to meet the requirements of the MAP and STAAR testing. In addition, a STAAR plan has also been developed to meet this need. The plan entails providing the students a STAAR formatted assignment as part of the students' work plan. The number of reading passages that students are given is increased each month to build the stamina that is needed to concentrate on the assessment. A review of the data generated by these assignments is also in place, including a data wall review and planning a corrective instruction plan to fill in any gaps the students may be exhibiting. Another factor that may contribute to the lower than expected MAP and STAAR scores for our third graders is that fifth grade is identified as the grade level in which the students will master the Montessori curriculum. Those students who have not attended a Montessori school since primary will be missing foundational skills both academically and social/emotionally that were taught in the primary grade levels. The teachers take the time to present these Montessori materials, procedures, and routines to these lower elementary students that would have been introduced to them in primary grades. With this plan in place, Steele is confident that we will meet our STAAR goal.

## **9. DATA AND CONTINUOUS IMPROVEMENT**

**Professional Learning Communities (PLC)** - The PLC meetings are held every week for both primary and lower elementary. The Lower Elementary meetings consist of the teachers, the principal, and the instructional coach. In Lower Elementary, the first few meetings of the year focus on incorporating the state standards into the Montessori curriculum. For third grade specifically, a plan on how to prepare the students for STAAR was devised with scheduled assessments that would allow for tracking of TEKS based data to help maintain academic progress by all third graders. The STAAR based data is reviewed every three weeks and adjustments are made to students' work plan to ensure that their needs are met and/or their strengths are addressed.

The Primary meetings consist of the teachers, the principal, and the instructional coach. The Primary meetings look at the instructional needs of the students and adjust work plans as needed. The meetings at BOY are used to reflect on practices from the previous year to assess their success and if any changes need to be made.

For both Primary and Lower Elementary, the learning continuum is consulted three times a year at minimum (after each administration of MAP) to make decisions on the individual work plans for the students. The learning continuum report translates MAP scores to learning statements. Teachers are able to see at which grade level the student begins to struggle with the concepts that are related to the

TEKS. For example, a student may begin to struggle with adding with regrouping at a 2nd grade level despite the fact that they are in third grade. Adjustments are made to the student work plans after reviewing the MAP data at BOY and MOY by using the learning continuum to fill in gaps the student may be experiencing. Zone charts are also kept and reviewed at the PLC meetings after the administration of MAP. The zone charts keeps track of the student progress according to the Masters, Meets, and Approaches categories which correlates to the STAAR test.

**Campus Leadership Team (CLT)** - The campus leadership team meets once a month. The committee consists of the administration team, teachers representing both primary and lower elementary, parents, and community members. The committee meets to discuss all available school data, including the Insight Survey data, MAP data, enrollment data and make updates/adjustments to the Campus Improvement Plan as needed.

**Administrative Team Meetings** - The administrative team consists of the principal, the assistant principal, the instructional coach, and the counselor. The team meets weekly to review the needs of the teachers as seen in walkthroughs and T-TESS observations. The team also reviews the Developmental Environmental Rating Scale (DERS) data at BOY, MOY, and EOY. Coaching sessions are held based on this data. The team also makes decisions concerning the allocation of funds for instructional materials and professional development based on all data available.

Additional data will be collected using the following manner to address the needs and perspectives of the key stakeholder groups:

#### **Students**

- The counselor will give the SEAD (Social/Emotional Learning Development) survey in the fall semester to assess how safe the students feel on campus. The school counselor and administrators will review the Social, Emotional, and Academic Development (SEAD) data to make changes or enhance the Second Step Curriculum.
- To assess the academic progress of the students, they will be administered MAP (BOY, MOY, and EOY), STAAR (3rd and 4th), and COR (observation based) for the Preschool Program for Children with Disabilities (PPCD) class. All academic data will be discussed and adjustments to the curriculum and the student work plans will be made by the PLC committees.

#### **Teachers**

- At the end of the year, teachers participate in the Insight survey to assess Peer Culture, Diversity/Equity/Inclusion, Leadership, Learning Environment, Academic Expectations, Career Progression, Family and Community Engagement (Teacher Perspective), Observation and Feedback, Evaluation, Professional Development, and Instructional Planning for Student Growth. The CLT and administration team will meet to discuss the needs of the teachers and how they will be addressed the next school year.
- A T-TESS (Texas Teacher Evaluation & Support System) observation (yearly) and walkthroughs will be completed by the administration throughout the year to assess instructional effectiveness and to provide coaching opportunities.
- A DERS observation will be conducted at BOY, MOY, and EOY of each classroom. This observation is used to assess how closely the classroom environment matches the expectation of a Montessori classroom. The instructional coach uses this information to coach teachers in how to create a more Montessori aligned classroom.

- A survey will be given at the EOY to assess how teachers are looking to serve the school in a leadership capacity and their interest in future professional development. The administration team uses this data to plan professional development opportunities for the following school year and to look for leadership opportunities for teachers within the school system.

**Families**

- A survey will be sent out at various times of the year to assess the parent perception of the programs offered at the school and any needs that we may not be meeting.
- The parents will be asked to take the PBIS survey to assess their perception of the climate and safety of the school.
- There will be a yearly SPF (School Performance Framework) in-person meetings using a protocol to gather information concerning academic needs, social/emotional needs, and the overall health of the school.
- All data will be reviewed at the CLT meeting shortly after the data is received and adjustments will be made by all relevant members of the committee.

**Community**

- Our data and current goals will be updated yearly on the website.

**10. PROPOSED AUTONOMIES**

| Proposed Autonomy | Description of Autonomy  | Rationale  |
|-------------------|--|--|
| Staffing          | <p>We request that the Montessori network have increased autonomy around hiring.</p> <ul style="list-style-type: none"> <li>● Hiring protocols: The hiring process would include group interview protocols, task oriented protocols, questions written specifically to ensure the applicant meets the needs of the Montessori network, and a lesson demonstration by teachers.</li> <li>● We are requesting the flexibility to use staff across the network. Some staff will be utilized at both schools but will not carry full-day caseloads. This allows the flexibility to have the staff member service students across the network.</li> <li>● We request to hire for specific positions to support the behavioral, social/emotional, and curriculum initiatives and needs of the school.</li> </ul> | <p>The rationale for his autonomy is:</p> <ul style="list-style-type: none"> <li>● Hiring individuals who believe in our mission and understand Montessori philosophy is essential to our work. We are looking for an applicant who has the will, the skill, and the mindset for becoming a Montessori teacher. The network is in need of teachers who are willing to work extra hours to get certified to be a Montessori teacher and prepare lessons that meet the needs of the individual student. This dedication needs to be ascertained during the interview process to avoid the misuse of resources, including time and money, if a teacher is hired that is not dedicated to or does not understand the high demands of the Montessori method.</li> <li>● Each campus has unique needs. In order to best meet these needs, utilizing staff between the two campuses would help serve students more effectively. For example, a behavior specialist that does not carry a full caseload at one campus may go to the other campus once a week to serve students.</li> <li>● The network may need positions to be added to meet the needs of the Montessori curriculum. Some examples of these positions would be an agriculture teacher to allow for more real-world teaching, staff to support mindfulness, staff to support the inclusion model seen in the schools, staff to support our behavioral model, etc.</li> <li>● In the Montessori model, larger class sizes are in place to have students of mixed-ages in one room. As a result, we have intentionally staffed with a second adult who provides another support for students. This enables the older students to be</li> </ul> |

|                          |  |  |
|--------------------------|--|--|
|                          |  | <p>role-models for the younger students. The nature of the curriculum requires that the students work independently and the assistant serves as a supervisor as the teacher is conducting lessons. The assistant also serves as a social/emotional support. The assistants also plan with the teachers and share observations that they have made on the students with the teachers to create plans that will meet the students' needs.</p>  |
|                          | <p>We request no forced placement or forced transfer of teaching and administrative staff into the campus.</p>   | <p>Teachers within the Montessori network are required to attend extensive training to become Montessori certified. A new teacher to the school without previous Montessori training will cost the district on average \$14, 900 By maintaining a stable staff, we ensure that our staff has the needed skills to implement the very specific Montessori model.</p>  |
| Calendar                 | <p>We request the ability to adjust our campus operations as necessary to accommodate Montessori challenges.</p>   | <ul style="list-style-type: none"> <li>● We will be asking for our new to Montessori students to attend school a week or two in the summer to begin showing them the routines necessary to be successful. Teachers will be brought back before their contract begins to teach things such as practical life, rug rolling, an introduction to essential Montessori materials and routines, and grace and courtesy. This will allow the students to experience more success with the routines that are integrated into every aspect of the Montessori curriculum.</li> <li>● The teachers will be brought back early to have them attend necessary professional development, be able to provide two full parent conference days, etc. to help us achieve our mission.</li> </ul> |
| Professional Development | <p>We request that school administration and their staff have the option, but will not be required, to attend all district professional development.</p> | <p>The Montessori network schools have unique professional development needs due to the specificity of the curriculum used that may not be met by the professional development offered by the district. It's important to have the staff choose to attend the district offered professional development that will best meet their needs with implementing their curriculum or meet their student needs. The Montessori network will rely more heavily on consultants and the Montessori network for their professional development such as Lesson Studies, PMET (Public Montessori Educators of Texas) conference, and The Montessori Event by the American Montessori Society.</p>  |

|                                 |   |   |
|---------------------------------|---|---|
| Curriculum and Instruction      | We are requesting that Montessori curriculum be the main curriculum of the school.  | Staff must be able to teach utilizing the Montessori method with fidelity, which will not always follow the district set scope and sequence. With this in mind, the Montessori network will have to intentionally plan when the TEKS will be met within the Montessori curriculum.  |
|                                 | We are requesting autonomy concerning the Montessori curriculum schedule to be implemented rather than having to follow the district schedule.  | The Montessori schedule allows for a three hour uninterrupted work cycle. It also allows for free choice options for the students and the teaching of social/emotional skills within the day.   |
|                                 | We are requesting autonomy concerning the Social/Emotional curriculum.  | The Montessori method works to build independence and intrinsic motivation through the curriculum. Intrinsic motivation is a strong component of the Montessori curriculum that is counterintuitive to the PBIS strategies used to motivate and change a child’s behavior. We need the autonomy to address SEL needs in a Montessori appropriate method. Montessori relies on using the Second Step curriculum, teaching Mindfulness, teaching Grace and Courtesy, and teaching students to use calming spots/peace places as a means to meet their social/emotional needs. |
|                                 | We are requesting the autonomy to have “farm” type animals on campus for the students to interact with.   | Part of the Montessori curriculum includes global mindedness. By having “farm” type animals on campus, the students are able to care for and have a shared sense of responsibility within the school community by caring for the animals.   |
|                                 | We are requesting autonomy with the usage of technology in the classroom to align with the Montessori philosophy.   | The Montessori curriculum calls for minimal use of technology within the classrooms. The main purpose of technology usage in the Montessori curriculum is for students to conduct research on topics of their choice.   |
| Grade Reporting and Assessments | We are requesting the autonomy to choose to use the appropriate district assessments that would compliment the Montessori curriculum and the ability to opt out of those that are in contrast to the Montessori method. | The district assessments do not measure the necessary indicators to see the success of a classroom in following the Montessori curriculum. Therefore, we need to use other measuring systems such as DERS and Transparent Classroom. We would continue to use the MAP, LAP3, and of course administer the STAAR assessment in accordance with district and state guidelines. We would opt-out of using the district CBA assessments.  |
|                                 | We are requesting the autonomy to use a skill based report card system that will be a fit for the Montessori curriculum and also address the state standards.   | The standards based report card shows a more accurate representation of how the student is progressing towards mastering the skills being taught. It also aligns with the Transparent Classroom software that the teachers use to lesson plan and track student progress.   |

## 11.SCHOOL NETWORK DEVELOPMENT PLAN

Due to the success seen at Steele Montessori and the demand for seats at the school evidenced by the lottery waiting list, the decision was made to open an additional public Montessori school. Rodriguez Montessori will be the second public Montessori school to open within SAISD. This Montessori network will allow the two Montessori schools to function as one unit yet allowing for each school to establish its own culture.

### A. RELEVANT EXPERIENCE

As the founding principal of Steele Montessori, Laura Christenberry has dedicated a lot of time to researching best practices of Montessori education and implemented those with fidelity. I have visited and interviewed principals of public Montessori schools across the country who believe in Montessori education for everyone regardless of income and who are taking steps to advocate for social justice issues through the lens of Montessori education. I have taken an overview course in Montessori education and continued my research by studying Maria Montessori's writings.

Before opening Steele Montessori Academy, I attended Purdue University and Trinity University both of which instilled a commitment to innovation and "outside the box" thinking which has helped me pursue the design of this Montessori school. I have also worked on the administrative team at two schools which were Improvement Required. Within one year, I coached teachers and developed an improvement plan which led to our success by going from Improvement Required to Met Standard in one year.

In my two years at Steele Montessori Academy, I have continually evaluated our Montessori program to ensure access for everyone and fidelity to Montessori. My strengths include being able to articulate my vision and futuristic thinking as well as building a trusting culture which I believe has led to my success at Steele Montessori Academy.

## **B. SYSTEMS**

**Hiring System** - The network will use similar hiring systems. The network will create a hiring team consisting of staff from both schools. This will help ensure the philosophy and mission of the network is upheld at all schools. The network will use self-created interview processes to include group tasks, individual tasks, and individual interviews with questions written to ensure the applicant exhibits the qualities of a Montessori teacher, the applicant's creativity, and the ability of the applicant to be a team player.

**Professional Development** - Professional development will be implemented as a network with the flexibility to meet individual teachers' needs. All teachers will need to be trained through an accredited Montessori association. Professional development will be key to ensuring consistency within a Montessori network. The teachers will need to attend the PMET conference in order to network and to learn new and innovative methods to be used in the classroom through conducting classroom observations in Austin area Montessori schools and attending the sessions offered. Lesson studies will need to be conducted on campus with the Instructional Specialist in order to ensure the growth of the teachers to meet the needs of the students. The teachers of the Montessori network will also benefit from attending any district professional development that is offered that will meet the Montessori model. To ensure consistency within the school itself, teachers will conduct observations of fellow teachers' classrooms (across both schools) to provide feedback to each other and to garnish new ideas. The teachers will also attend The Montessori Conference put on by the American Montessori Society.

**Montessori Model** - The network with Steele and Rodriguez will use the same observation tools to ensure the classroom environment is following the Montessori model (DERS, Essential Elements of a Public Montessori). The following components of the Montessori model will be duplicated across the network: three-hour work cycle, student work plan, outdoor education, real-world activities, mixed-age

classrooms, social/emotional curriculum, Montessori scope and sequence, and Montessori based classroom environment (furniture and materials).

**Parent Engagement** - The network will look to engage parents from both schools at family engagement opportunities. Parent engagement is an integral part of the Montessori experience. Some of the means by which instructional strategies to be used at home are conveyed to the parents include First Thursday meetings held the first Thursday of each month and Facebook Live meetings held every last Friday of the month. Parent engagement activities will be key for both schools to implement to give the schools the “neighborly” feel that you get from neighborhood school. Some of these engagement activities can include, but are not limited to, Movie Night, the Fiesta Parade and Carnival, Watch Me Work nights, Mother’s Day Tea, and Basura Bash. The events can be held at the network schools and invite all the families from all the schools.

**Open Enrollment** - Montessori schools are part of the choice schools in SAISD which means that parents have to apply to attend. The network schools will plan many marketing activities to attract families to apply for the network schools. One possible idea for the promotion of the schools can include info sessions to be held during the open enrollment period. These sessions can give an overview of the Montessori model and its mission through a powerpoint presentation and teacher demonstration at the various Montessori schools. Tours of the schools could be held on specific days at specific network schools to allow for more opportunities for parents interested in the Montessori model to attend the tours at a convenient time.

**New Family Welcome** - The network will need to ensure a smooth transition for new families to the Montessori network. There are two ways in which this is accomplished. The network schools will hold a New Family Orientation during the school year they accept their seat. At this orientation, the presenters can review the school policies, the key aspects of the Montessori curriculum (independence, communication, care of the environment, self-care), and the Second Step Curriculum for social/emotional support. There is also a welcome session at the beginning of the new school year where the new families are given a chance to mingle with the current families in order to build community.

**Onboarding of Teachers** - Once a teacher is hired into the Montessori network, if they are not Montessori trained they will attend a summer training to begin the process of becoming a certified Montessori teacher. The instructional coaches from the network will help the teacher set up their room. The current teachers on their level reach out to them and take them out for a getting to know you session. They also try to answer any questions the teacher may have at this time.

**Social/Emotional Instruction** - The Second Step curriculum will be used across the network to teach lessons on various social/emotional subjects. These will be conducted by the counselor with the teacher present. The teacher being present allows for extension lessons to be taught and for the implementation of the strategies in the classroom.

Lastly, all autonomies that are allowed will work in all schools within the network with the ability to allow for individual autonomies that will fit the school’s particular model.

### C. MITIGATING RISKS

| Risk  | Mitigating Strategy   |
|---|---|
| Ensuring alignment academically and culturally between the two schools  | The administrative teams will review all pertinent data to ensure alignment across the schools in the network. The administrative team and other relevant stakeholders will conduct observations at their fellow school using an observation instrument agreed upon by all involved (for example the DERS instrument) to ensure that there is alignment between the schools. Professional development opportunities based on this review of data and on the data gathered from the observations will involve both schools and can be held at any of the network schools. Parent engagement activities can be planned with input from each school and held at each school, alternating from one network school to the next.  |
| Ensuring that staff that is hired have a passion and understanding of what the Montessori model entails                 | The hiring process will be crucial in ensuring that the potential hire is exhibiting the necessary passion for teaching in a Montessori school, among other skills and values. We could potentially hold information sessions for teachers and staff that are interested in applying as a Montessori staff member. All schools in the network will use the same job descriptions, interview protocols, and timelines for hiring new staff members. The intent is to create a hiring committee that will have members from all network schools. This hiring committee will be in all interviews for additional staff members, ensuring that the vision of the network is upheld.   |
| Communication between the two schools   | The schools will have to set standing meeting dates to allow for the schools to communicate with each other. Areas on which the schools would need to communicate include: academics, staffing concerns, classroom environments, professional development, and parent engagement activities. Some of this communication will happen with the advisory board sub-committees, such as the hiring sub-committee, the events sub-committee, etc. Specifically, the schools will need to have standing meetings at minimum every two weeks to ensure that both schools are meeting the vision and mission of the school. The schools could also use Google Sharing capabilities to share data and other pertinent information. Meetings can also be held by Zoom so that administrators can remain on their campus while still being able to communicate.  |
| A decline in Steele’s results or culture due to the time and commitment it will take to open another Montessori school. | Opening the new Montessori school will need to involve the input and assistance of the current teachers and administration at Steele. Without having an established staff at the new network schools, the expertise of the current team will be needed which entails having them represent both schools at events, taking time to help with completing charters at the schools, and meeting with those involved with opening the new network schools to provide their valuable input from their personal experience of having previously opened the first public Montessori school. This means that we will have to spread the amount of work amongst the current staff to not overwhelm any one person. We will have to get their input electronically to reduce the amount of time they spend on face-to-face meetings. The administration team will also need to be intune with the mood and needs of the staff to not stretch them to the breaking point. Open dialogue will be very important and frequent check-ins with the teachers will be needed. |

## 12. HUMAN CAPITAL

We are a school who believes our culture is as important as our academic achievement. We want teachers who are looking to grow students' independence, foster their growth mindset, teach them how to advocate for their passions, and to instill global mindedness through teamwork and dedication. We look to hire guides who are willing to work for the benefit of the whole child through innovative thinking and a long-term commitment to the Montessori model. We are willing to grow our people through coaching, tailored Montessori professional development and support, and by fostering leadership skills that yields steady and consistent growth.

### **Recruitment**

Recruitment of highly qualified and motivated Montessori teachers is vital to the school's success, yet, it is also an aspect of Human Capital that Steele needs to focus on for improvement. Steele staff uses both the Public Montessori Educators of Texas conference and The Montessori Event hosted by the American Montessori Society to recruit new members of the school. Both of these conferences allow networking to occur and allows Steele to actively recruit new members to the Montessori network in SAISD. The majority of the teachers that are employed at Steele have also worked in the traditional schools within San Antonio ISD. This allows Steele to recruit from traditional teachers to become Montessori teachers. The teachers and administration use these connections to actively recruit potential applicants who have a strong work ethic and strong teaching skills that align with the Montessori model.

Because Steele is relatively new to the Montessori public sector and the first public Montessori school in San Antonio, the universities in the area are not invested in creating a pathway for teachers to be Montessori trained. This is an avenue of recruitment that needs to be further explored in order to create a broader pool of qualified Montessori teachers in the SAISD area. This would save the district thousands of dollars by not having to pay for the teachers to be Montessori certified.

At Steele, the staff demographics are 34% white, 52% Hispanic, 14% African American, 17% male, and 83% female. To ensure that we continue to diversify our staff, Steele needs to begin reaching out to professional organizations, such as the National Alliance of Black School Educators (NABSE), to have access to recruiting quality candidates from diverse ethnicities, races, and gender.

### **Hiring Process**

The hiring of new teachers is conducted by the interview committee which is comprised of representatives from school administration and teachers. The interview for teachers includes several components. One part of the interview is answering rubric-based questions that are scored by members of the interview committee. Another part of the interview is to have the candidate conduct a demonstration lesson with a small group of students of varying needs and levels. The students are given the opportunity to provide feedback to the members of the committee after the demonstration lesson. The final component of the interview is an observation of the Montessori environment followed by a debrief with members of the interview committee.

In similar fashion, the hiring of the administrative team, assistants, and other auxiliary staff is conducted by a committee. The applicants are taken through a group task and scored on a rubric to assess the skills of the applicant while working in a group. They are then taken to an individual interview where they are asked questions that are meant to ascertain the applicant's will and skill, and to assess their vision alignment with the Montessori model.

### **On-boarding**

If a teacher is hired and does not have a Montessori certification for the position they will fill, the

teacher will attend Montessori training at the Houston Montessori Center at the expense of the district. This training is a six-week course in the summer prior to them beginning the school year and then they must go back two times during the coming school year and return the following summer for a week. Various projects, reports, and observations are completed throughout the year before the teacher can officially receive their Montessori certificate which is required to teach in a Montessori environment. The summer prior to the new teacher starting, various people from the campus reach out to the new hiree to let them know they are supported, to answer any questions or concerns they may have, or to provide resources. This gesture also begins to build the relationship of the new applicant with the team they are joining. The school places a high priority on this because a connected team can yield high academic results when they work together for the benefit of the students.

Once the guide joins the team, administrators, instructional coach, and grade-level peers continually work together to support new employees. If the guide is new to the district, an onsite guide or the instructional coach becomes their mentor for two years. Grade level planning takes place and Professional Learning Communities are also held weekly to teach/review any of the instructional strategies or technology used in the classroom. On-site professional development is given monthly and outside Montessori consultants are also brought in to aid in the growth of fidelity with the Montessori curriculum.

Steele does need to review their on-boarding policy which can be made to be more systematic. There could be a 30/60/90 day plan devised that would not only address the new teachers that start at the beginning of the year, but it could also incorporate ideas of how to on-board various types of employees as well as ideas of how to on-board at any time during the year.

### **Teacher Development**

According to the Professional Development and Leadership Opportunities survey, the staff finds the visits at other Montessori schools and lesson studies to be of most value to them. Every year, at least five employees attend the National American Montessori Institute Conference, which is attended by Montessori educators from around the world. Some guides also attend the Public Montessori Educators of Texas conference that is held yearly. During these two conferences, teachers attend workshops that grow their practice. They also have the opportunity to visit other Montessori classrooms as a resource for ideas concerning how to maintain the Montessori classroom. Once the teachers return, they share information and resources with their peers through lesson studies.

Weekly Professional Learning Communities are held by the teachers, administrators, and the instructional coach. These meetings act as mini professional developments driven by the teachers. At these meetings, the teachers review all available data to make a plan to address the needs that are present according to the data. At the meetings, the teachers also share instructional strategies with which they have experienced success, discuss ideas for the next theme to be taught, and discuss behavior concerns. Lesson studies are also held during the PLC time. This process lets teachers share ideas that will support the upcoming themes of study, ideas for teaching social/emotional strategies, or ideas that will enhance the Montessori environment in the classrooms. The lesson study process supports the teachers' desire to learn through group discussion as evidenced in the Professional Development and Leadership Opportunities survey.

Administrators and the Instructional coach observe all the teachers and meet with them regularly to give constructive feedback and help the guides reflect on their own practice. The administration uses both the Developmental Environment Rating System (DERS) data and the T-TESS observation data to provide more targeted instructional feedback. The Instructional Coach asks the teacher guiding questions which help them reflect on their practice rather than telling them what they need to do. This builds the teachers ability to self-reflect and builds their ability to think through their practice on their own. Montessori consultants are hired to make observations of the classrooms in December to ensure fidelity to the Montessori model. The consultants debrief with the teachers the day of the observations to give them an overall impression of what they observed. From the data they gather during the classroom observations and the information they gathered from the debriefing session, the January professional development is planned for the teachers to address any areas of need.

### **Teacher Retention**

According to the Insight survey completed by teachers at the end of the school year in 2018-2019, the top three retention strategies that influenced teachers staying at Steele are the school provided the teacher with regular and positive feedback, the school provided teachers with access to additional resources for their classroom, and the school encouraged the teacher to continue teaching at their school the following year. The top reason for teachers planning to stay included a positive school culture and learning environment.

Teachers receive weekly coaching from the Instructional Coach. The Instructional Coach will make observations in the classrooms and provide feedback on how to strengthen their teaching practice or how to enhance the learning environment for the students.

Teachers' voices being heard is an important part of the school culture and climate at Steele which influences teacher retention. The administration surveys the teachers at the end of the year to ascertain their professional development needs and to see the areas in which they would like to grow as leaders. This information is used to plan professional development the following year, the mode by which it will be implemented, and which teachers are comfortable with leading the professional development.

Steele encourages teachers to stay at the school by offering them leadership opportunities. When teachers were surveyed through the Professional Development and Leadership Opportunities survey, it was found that they wanted to take on leadership opportunities that included starting student clubs, becoming team leads, chair the PBIS committee, taking on the GT coordinator role, and taking on the lead role for primary and lower elementary. Currently, a teacher is in these roles on campus. This allows the teacher to grow in their knowledge and to sharpen their leadership skills. It also offers them a broader view of how the school is run and how every part of the school interacts with each other for the benefit of the whole child. This also builds buy-in on the part of the teacher as to the success of the school. This helps retain the teacher as they want to be a part of this success.

Teachers are part of the interview committee. This entails input in writing the interview questions, setting the criteria for the rubric to rate applicants, and being a part of the actual interviews. Teachers are also a part of the Campus Leadership Team which reviews data and makes decisions that will impact the school to continue the progress of the school. The administration also surveys the professional development needs of the staff at the end of the year to hear their personal needs for growth. The survey is then reviewed to make professional development decisions for the following school year.

Teachers are able to pursue various programs outside of the school or the district to further their leadership skills. We currently have a teacher in the The Leadership SAISD program and the instructional coach is in the Emerging Leaders program. These two Steele members are supported in these programs by being allowed to practice these skills through the work of the professional learning community and by implementing ideas that they have heard through these programs.

Steele also has a family-like feel among the staff which mirrors the culture of the Montessori classroom environments. All staff are invited out a few times a year for dinners or a special outing to help build our school community family. We even support our Physical Education coach by attending one of his team's games. The staff celebrates the holidays together through various traditions that have been established. One area of professional development that could be furthered by a Montessori network that was seen in the Professional Development and Leadership Opportunities survey is the desire to interact with Montessori schools in the area. By creating a network of public Montessori schools, the teachers would have a wider range of professional development and leadership opportunities. The network schools could conduct instructional rounds with each other to provide feedback as to the fidelity with which the Montessori model is being implemented at the schools. The schools could also share in the professional developments that are offered at each individual school. There is also the possibility of teachers coaching teachers by having more teachers available within the network to get this work done.

### **13. CLIMATE & CULTURE**

Steele Montessori prides itself on fostering a very family-like climate and culture where the child comes first. This family-like culture can be seen through the relationships between student and student, student and teacher, teacher and parent, teacher and teacher, and teacher and administration. Importance is placed on the interactions that occur at the school to foster a culture that also focuses on the happiness of the children. The vision of the school and the systems that are in place are how the school maintains this climate and culture.

#### **Physical Environment**

The Montessori model is very intentional concerning the environment influencing the climate and culture of the school. In Primary, the students are taught patience through the materials that are on the shelves. There is only one of each material on the shelves in the classroom and the students are taught how to handle the situation of the material they need not being available. They are taught to be patient and to find an alternative task to occupy the time. There is a sensory path on the first and second floor that the students can use to reset their mood and join the classroom, ready to work. Each classroom has a peace corner which students can use to calm themselves down. In the peach corner there are various sensory objects that the student can manipulate, books on emotions, and social stories on how to handle various emotions. Each classroom has its own unique set-up for the peace corner. All of these environmental aspects of Steele help us meet the individual needs of the students.

#### **Systems**

The PBIS committee has set up common area expectations. These expectations support the Montessori model by focusing the students on taking care of the world, their school, each other, and themselves. The expectations are set for the hallway, recess, dismissal, stairway, and arrivals. The PBIS committee

created lessons that teach each of these expectations at the beginning of the year and are reviewed again in January and March.

To assist those students who are exhibiting more trouble with either behavior or academics, the teachers conduct child studies. During Child Study, the teachers present the academic or behavioral needs of the students to their fellow grade level teachers. The members then discuss all the possible strategies that may be implemented for the benefit of the child. The teacher uses the Branching Mind system to track the data of the student's reaction to the strategies that are implemented.

### **Programs**

There are many programs and systems in place that help Steele build and maintain its climate and culture. The Second Step program is used to teach social/emotional lessons that will help students regulate their emotions. The counselor teaches the social/emotional lessons to the students while the teacher is in the classroom. The teachers are then able to reinforce and extend the lessons. Grace and courtesy is taught to help the students function in a community. They are taught to offer food to their peers during the family style lunch, greeting people, being able to have a positive interaction with their peers, and respecting the environment both inside and outside of the school. Finally, the students are given lessons on Mindfulness and Yoga by the assistant principal and the counselor. The students will receive Mindfulness lessons once a month and Yoga once a month. These lessons help the students find an outlet for their emotions and help the students be in the moment.

Steele also uses restorative practices and conscious discipline to help maintain the climate and culture on campus. If a child has wronged a fellow student or adult either emotionally or physically, restorative practices are used to make amends to the relationship. This includes writing notes of apology, conducting random acts of kindness, or apologizing in person. Every classroom has a peace place where students go when they are struggling to maintain their emotions in the classroom. There is also a sensory path in both hallways which allow students to take some time to reframe their thoughts and behavior. All of these strategies are used first to keep a child from acting out and to discipline a child without having to resort to suspension which research shows is not effective.

When reviewing the data on discipline, there is a large amount of discipline referrals that are occurring in the classroom. Part of the cause for this data is the new students to the school that have not been through the primary program which stresses how to function appropriately in the Montessori classroom where there is a need for self-sufficiency and students are taught how to make appropriate choices with the openness of the classroom.

Another cause for this data is the fine line that exists between the idea of creating choices in a classroom and having structure in the classroom. There is a varying degree of structure in the classrooms. We have classrooms in which student choice and student voice are stressed, but the structures that allow for this to occur with order have not been established. For example, some teachers during circle time can be seen having all students sitting quietly and listening, taking turns to talk as you would in a standard conversation. Other teacher's circle time can be a bit chaotic with students speaking out of turn and over a fellow student or the teacher who may be speaking. The instructional coach is looking for some Montessori professional development that will have teachers learn how to create a structured environment that still allows for the child to have choice and ownership of the classroom. Our PBIS team could also make observations of the classroom and as a group identify

a routine that can be created to account for any differences in the routines in the classroom to create more uniform procedures and routines in the classroom.

## 14. SCHOOL COMMUNICATIONS

School communication is key to helping our stakeholders feel involved with decision making of Steele Montessori. This creates ownership by all invested in Steele and builds a trusting relationship between the school and the various stakeholders. The school uses many different methods of communication to ensure that we are able to meet a variety of information needs of the stakeholders.

| Stakeholder | Purpose of Communication  | Communication Method   |
|-------------|---|--|
| Students    | Communication between the students and the school allows for students to feel that they are a priority and that their needs will be met. When the students are heard, it also builds trust between them and the school. | <ul style="list-style-type: none"> <li>● Students have the opportunity to voice their desires to their teachers and to the administration on campus. The students in lower elementary are expected to plan any field trips that they would like to attend. They have to give the reasoning why and a detailed plan as to costs, buses needed, chaperones needed, etc. The administration reviews the plan and will either approve the plan or ask more questions of the students. It's a negotiation until both parties see the plan as acceptable before the field trip is approved. Students have also voiced the different types of clubs that they would like to see after school. They have voiced their desire to have a Robotics Club, a Girl's Club, and an Art Club resulting in these clubs coming to fruition.</li> <li>● Morning circles are a time for the students and teacher to set-up the day for success and to evaluate and address any needs of the group as a whole. Any new materials that have been set out are reviewed for the correct usage. If the teacher noticed a classwide concern from the day before, the class will discuss the occurrence and what needs to occur in the future to correct the situation. The class can also take time to pursue common interests of the classroom. For example, if the students have expressed an interest in a current event, the teachers can begin a classroom discussion around this common interest.</li> <li>● The work plans are a reflection of interactions between the student and the teacher within the classroom. The teacher is able to work with the student throughout the week and note their habits and interests through classroom observations and conversations with the child. The teacher is able to tailor the work plan with input from the child during one-on-one sessions that are held weekly. The student interest in subjects may influence the lessons they are given. For example, if the student was to exhibit an interest in geometry, their work plan may reflect more lessons on this subject versus the lesson plans of other students. Progress made by the student are also shared during this one-on-one session.</li> <li>● Students experiencing behavioral difficulties will be assigned a Check-in/check-out person. This person can be anyone on campus with whom the student has a connection. The purpose of these conferences is that the Check-in/Check-out person is to review the student's expected behavior and the goal at the beginning of the day and at the end of the day to review how their day went and the progress that was made</li> </ul> |

|          |   |   |
|----------|---|---|
|          |   | <p>towards their goal.</p> <ul style="list-style-type: none"> <li>● For our special education students and any other students in need, visual schedules reflecting their daily schedule are used and reviewed. Cue cards and social stories can be used to convey the desired behavior to be met by the student. The Daily Behavior Report Card is the form used to house the goal and the progress being made. This is what is used as a visual for the discussion during the conference time.</li> </ul>  |
| Staff    | <p>Staff being invested in the work that is needed and desired at Steele is key to success. Communication of the school's areas of need to the staff will help them see where they can contribute to the need through the use of their unique skills. For example, if the students decide they would like a gardening club, through communication of this need, teachers skilled in gardening can volunteer to help with this initiative.</p> | <ul style="list-style-type: none"> <li>● Each Friday, a weekly bulletin is sent to the staff members. In this bulletin, there is a calendar for the week that lists deadlines, visitors that will be on campus, events happening on campus, and administration that will be out on certain days. The dates and topics of the PLC and staff meeting are also listed on the calendar. On the bulletin, there are also reminders from the nurse, the counselor, the instructional coach, and administration. These reminders can include subjects such as PBIS items that need to be reviewed, reminders of tour groups on campus, and reminders of parent information that needs to be conveyed.</li> <li>● Faculty meetings are held every week to discuss topics that have been determined through data review or observations within the classroom. Teachers can also request or express interest in certain topics being covered.</li> <li>● Coaching sessions are used to convey areas of growth for a teacher. These areas of growth are determined by looking at the data from various resources such as the Developmental Environmental Rating Scale (DERS), classroom observations, or T-TESS observations/walkthroughs.</li> <li>● Teachers have the ability to provide the administration team with feedback on various subjects leading to an overall feel of success of the teachers through the Insight Survey. Teachers are also asked to complete a survey on their professional development needs, how they want to develop as a leader, and how they can contribute to the campus.</li> </ul> |
| Families | <p>Families have a desire to ensure that their student is being academically and socially/emotionally successful. They also want to know how they can contribute to the success of the school. When the school conveys this information through its communication, then a relationship is built between the school and the families.</p>  | <ul style="list-style-type: none"> <li>● Transparent Classroom is an academic resource by which parents are informed of their child's academic progress. Parents can see when a Montessori formatted lesson is introduced, worked-on, or mastered by their child through an email sent by the teacher through the app. This app also allows the teachers to send pictures of the parent's child engaging in different activities throughout the day.</li> <li>● Report Cards are a means by which the school communicates the academic progress of a child to the parent. The report card is skills based and is sent home every 9-week period. On the report card, comments can be made to the parent in regards to the student's work habits or a request for a conference can be made. Along these same lines, a progress report is sent home every three weeks, communicating to a parent the academic progress a student is making in school. Parent/Teacher Conferences are often held immediately after the report cards are sent home. There are two times a year where teachers have a full day allotted to scheduling these conferences. During the conferences, the parent and teacher can discuss the academic and social/emotional progress of the child.</li> <li>● Various apps such as Remind and ClassDojo are used to convey every day messages to the parents. The teachers send electronic versions of fliers</li> </ul>  |

|             |  |   |
|-------------|--|---|
|             |  | <p>that are also sent home in a folder with the child. The parents are able to ask quick questions or convey quick messages concerning their child to the teacher and the teacher can respond at their earliest convenience. The school also uses these apps to remind parents of family engagement activities that will be occurring at the school and donations that will be needed by the classrooms.</p> <ul style="list-style-type: none"> <li>● Phone Calls and School Messenger messages are used to convey messages that are needed to be sent to the school community as a whole. Some of these messages can include reminders of free dress days, reminders of upcoming events/holidays, and reminders of needed donations to name a few.</li> <li>● The Parent Advisory Council meets monthly to give their input on the planning of the family engagement activities. They can share their ideas on the event, offer access to resources in their possession that would help implement and enhance the event, and have a chance to volunteer to help with the event. This committee is also the bridge between the parents and the school. The parents can voice their concerns to the parents on the advisory council and the council member can let the administration team know of the concern.</li> <li>● Surveys are sent to the parents to ascertain the effectiveness of Steele in meeting the needs of their children academically and socially/emotionally. The survey also gathers information on the effectiveness of the family engagement activities occurring at Steele.</li> </ul> |
| Communities | Communication with the community helps build confidence in the actions of the school. It helps to build support from the community with our model. | <ul style="list-style-type: none"> <li>● Many of our staff members have affiliations with organizations outside of school. Through discussions with these entities, they come to see Steele as a resource for sound instructions, an example of an effective school culture, and an exemplar for implementing the Montessori model in public school. The school is contacted by these organizations for visits to the school with question and answer sessions to follow. Some of these organizations include Teach for America (TFA), and the New Schools Venture Fund.</li> <li>● In order to inform the immediate community of what Steele has to offer, we have made visits to the two closest public libraries to leave fliers with our information session dates and brochures that contain information about the school. We have also visited daycare centers in the area to promote Steele.</li> <li>● The school uses its website to advertise our Montessori program to the masses. Each teacher has a website that gives a glimpse into their experience as a Montessori teacher.</li> </ul>   |

The administration team will need to have a standing item on the administration meeting’s agenda regarding school communication. When communication needs to be sent out or collected, a task will have to be created with the name/s of the person/people who would be responsible for the communication being sent and the data, if any, being collected from the communication. For example, if the school is in need of volunteers for a family engagement activity, then the FACE Specialist would be tasked with sending out that communication. Another example would be if the teachers are holding parent conferences, the teacher and the administration would be responsible for conveying this information through the various communication means such as the Remind app, School Messenger, and

fliers. In order to assess the success of the plan, Steele can track data on how many people like our posts and watch our Facebook live, track the attendance of parents at family engagement activities through sign-in sheets, track the data of how many families were reached through the School Messenger messages, and collect valuable data through surveys. All of this communication data can be discussed at the administration meeting and adjustments can be made accordingly.

## **15. FAMILY AND COMMUNITY ENGAGEMENT**

Steele Montessori Family and Community Engagement has many aspects to its implementation. We look to engage families and the community through fun events on campus that bring families together, we offer presentations to help parents understand the Montessori model and how they can help their child at home, we offer different volunteer opportunities for parents to support the success of the school, and through different methods we work to have the family/community voice be heard at the school. Success of the plan can be seen through the academic success of the school, the number of families we are able to provide resources to, and through the number of parents attending the school sponsored events which is on average 418 parents according to the school's quarterly report which is turned in to the Governmental and Community Relations Partners in Education department.

There are many events that Steele hosts in order to engage the families with the school and its staff in an informal and fun manner. Some of the events include Steele Movie Night, Fiesta at Steele, and Mother's Day Tea. To engage families in events that impact the community, the school participates in events such as Dia De Los Muertos, Basura Bash, and Chalk It Up. These events expose the students and their families to culturally and environmentally based events that are outside of the immediate area of Steele, thus reinforcing the global awareness aspect of the Montessori Model.

There is a parent room at Steele where the parents are able to house all the materials they need in order to be effective volunteers. There is an area that houses books and toys for the younger non-school age children that the parents may bring while volunteering. The parents have tables, chairs, laminators, and office supplies so they can complete the work that the teachers have asked them to do. The room also acts as the Family and Community Engagement Specialist's office so the parent volunteers have easy access to her if questions arise.

Parents are often not versed in the Montessori model. Steele hosts a First Thursday event every month. This event is meant to equip parents with a clear visual of what occurs in a Montessori setting to help their child progress academically and social/emotionally. Topics that are covered include Edison's Day (a video depicting the day of a child in a Montessori school), Math in the Montessori classroom, Language in the Montessori classroom. The school hosts two Watch Me Work nights, one each semester. The Montessori model calls for the students to not receive homework. This causes a disconnect between the school and the families because the parents do not know the progress of their children and they do not get a glimpse into what their children are working on. The Watch Me Work nights allow the families to enter their child's classroom for a demonstration by their child of the lessons that they have received. This is also a time when the parents can ask general academic questions about the Montessori curriculum. The parents leave the evening knowing that their children are indeed working on academic skills.

Steele's business collaborations also help with family engagement and the Montessori model. We reach out to the businesses in our immediate area as well as city wide. We are able to get many donations that we use to entice parents to attend our engagement programs that are held for families (San Antonio Aquarium, Chuy's Restaurant, San Antonio Zoo, etc.). Another way that Steele engages with the community is by creating non-profit and business partnerships such as Irma's Angels, Slab Cinema, and HEB. Irma's Angels collect donations of food items from a school food drive and, in return, they create food boxes for our families in need. HEB has committed to supporting our Montessori model by giving a \$100 community card to ensure that all the classrooms have a snack. Slab Cinema gives the school a \$100 discount for the use of their screen for our Family Movie Night. These partnerships allow us to meet a basic need that the families, increase the effectiveness of our family engagement activities, and helps build a trusting relationship between the school and the families.

The education community often reaches out to Steele to develop a mutually beneficial relationship. The community of educators interested in creating public Montessori models within their districts visit Steele to gather information on how to make Montessori successful in a public school. They are very interested in touring the classrooms and asking the administration and the teachers questions on the Montessori model and what the school perceives as the key to our success. They are also very interested in how Steele has promoted a Montessori education in a setting which the traditional method of school is the norm. Steele has also been able to share consultants and professional development sessions with other Montessori schools within the area. We are also able to collaborate with other Montessori teachers and share teaching strategies with fellow Montessori teachers that have been met through the various Montessori associations with whom Steele has created relationships.

Schools within the district are known to reach out to Steele as a partner which their students can utilize to fulfill volunteer hours. Young Women's Leadership and Highlands High School are two of the schools that have allowed students to help Steele through volunteering at our various parent engagement opportunities. The high school students not only are able to receive volunteer hours, but the Steele students are able to develop relationships with these students and are able to see these students as positive role models.

Finally, Steele has developed two ways by which parents can be a part of the decision making process for the school. The first method by which they can participate is by being part of the Campus Leadership Team. Two parents are asked to be a participant on this team. This team is tasked with making decisions for the school as a whole. They review the campus improvement plan and make adjustments as needed. In order to make these adjustments, the members review data that is available at the school to help them make informed decisions. The team, along with the parents, also makes decisions about procedural topics and professional development needs of the school.

Steele also has a Parent Advisory Council. The purpose of this council was to steer away from having a PTA organization on campus but still have parents be an important part of the school. Each classroom has a parent representative on this council. The main purpose of the council is to serve as the first point of contact for the school and the classroom when volunteers are needed for various events. The parents are also the first point of contact when parent input is needed. The greater number of parents on this council allows for more voice and ideas to be heard as well as the amount of work to be spread more evenly. The council conducts meetings monthly with the Principal and the Family and Community Engagement Specialist. The agenda items usually revolve around volunteer or donation opportunities

occurring at the school, gathering parent ideas on various upcoming family and/or student engagement events, gathering ideas on how to promote the school, or gathering ideas on how to improve the student/parent experience at Steele.

## **16. STUDENT RECRUITMENT AND RETENTION**

Steele Montessori Academy is a local school within the San Antonio Independent School District; we are committed to achieving excellence in our academics, attendance, and parental/family engagement. This is an academy where the voice of the child matters and where we offer them options throughout the school day. Outdoor play, social/emotional awareness, cultural awareness, and academics are cultivated to foster a well rounded child who will be empathetic, intentional, independent, adaptable, and creative.

Steele Montessori is a school that strives to nurture a student who is intentional, empathetic, adaptable, creative and independent. The Montessori model allows students to have choice throughout their school day, including choice on their assignments and their work space. A strong emphasis is placed on cultural and global awareness through research, through field trips in Lower Elementary to environmentally aware destinations, and through events such as the Holidays around the World. Strong relationships are built between the teachers, parents, and students due to the child staying in the same classroom for three years and relying on their peers for assistance and looking to them as a role model. Families become a part of the Steele Family through family engagement activities and the possibility for their voice to be heard through various means.

Steele has a well-defined method for promoting the availability of their Montessori model. The first part of this process is to promote the school and it's Montessori model. Flyers of the various information sessions and tours are taken into the community. They have been left at the two closest public libraries, at daycare centers, and at various businesses around the area. Steele also promotes the school through its website, its Facebook page, and through the various events held by the district.

Another important part of the promotion of Steele are the Information Sessions that are held four times during the open-enrollment period. At these sessions, an overview of the Montessori method is given, including the mission of the school, a glimpse at the life of the student, family engagement and parent involvement, and the role of the teacher in the school and the classroom.. After this presentation, the prospective parents are able to tour a primary and a lower elementary classroom. The prospective students are able to engage with some of the Montessori materials that are available for their exploration. The teacher is available to answer any questions that the prospective parents may have. The parents are also able to view the outdoor play area that is unique to Montessori. The prospective parents also take a brochure and flyer with them to help promote Steele.

Every Tuesday from 9:00-10:00, Steele holds tours of the school. A member of the administration team takes prospective parents through a primary classroom and a lower elementary classroom. The prospective family can get a first hand look at what their child would experience on a typical school day. They can ask brief questions of the teacher, but the main source of information is the person conducting the tour. They are able to see the gym, the art room, and the outdoor play area. Since this is more of an intimate setting, the parents are able to ask any questions that may pertain more to their child.

Retention of students not only entails ensuring that the needs of the students are met, but it also means the parents must have confidence in the school so that their desire is for their child to attend Steele. Once a family has accepted the seat at Steele for the following school year, the family is invited to a Family Orientation event which consists of a rotation through various topics. During one rotation, the

topics that are discussed include what can be done at home to prepare their child for their Montessori experience, what can be expected the first day, week, and month of school, how birthdays are celebrated with a Celebration of Life, the school's stance on behavior, including not using rewards, and how the social/emotional needs are met and an overview of the strategies taught to address this topic. In the next rotation, the administrative team reviews the handbook/policies/procedures, special events of the year (first thursday, watch me work), arrival/dismissal, rainy days, uniforms, visiting your child at school (1st 6 weeks, eating lunch with child, bringing food to child), classroom parties, and the school's policy on cultural proficiency. There is another rotation with the teachers in order to have a question and answer session with the parents, give samples of schedules their child may follow, and to allow the teachers to discuss the balance that can be seen between the student being held accountability yet having some freedom within the classroom. The final session is with the school's Family and Community Engagement Specialist in which volunteer opportunities and procedures are discussed, the background check process, and parent conduct expectations are reviewed.

Steele has many parent engagement activities that occur throughout the year to help the families make a meaningful and fun connection to the school. Annually, Steele hosts two family movie nights, two Watch Me Work nights, a Loteria night, a Valentine Family Dance, and many more activities to have parents join the faculty/staff and fellow Steele families in fun activities. The school also engages in community events such as Basura Bash and Chalk It Up to help families engage with each other but to also reinforce the idea that the school is looking to mold globally minded children. There is also a Parent Advisory Council to engage parents in the planning of engagement activities and to help make decisions on behalf of the school. All of these activities help create parent ownership in order to build a school-home connection which supports the retention of their child at Steele.

Open lines of communication is also key to retaining the students. The parents have access to their child's teacher through the Remind app, email, and phone calls. The teachers usually respond to any communication from the parent within 24 hours and are more than willing to hold face-to-face conferences as requested. This communication is also extended into biannual school-wide parent conferences.

Students building a strong relationship with their teacher and their peers is another way in which Steele retains its students. The students are with the same teacher for three years in a row (Primary being PK3-K and Lower Elementary being 1st-3rd). The teacher has the unique opportunity to really know their students academically and personally. This allows the teacher sufficient time to find unique and personally tailored strategies to meet the needs of the child. The teacher is also to build a strong working bond with the parent throughout those three years that their child is in the teacher's classroom. The students within the classroom also build strong relationships with each other and use each other as role models and resources.

Choice which is built into the Montessori model helps Steele retain students. Students are given choice during the school day. Students are able to create a work plan alongside the teacher and choose which assignments will be done at a self-chosen time during the three hour work cycle which occurs each day. If all their assignments are completed, they have free choice time at the end of the week to engage in an activity of their choosing or pick to attend either open gym or open art. Students are able to have a snack as needed, choose where to work both within the classroom or outside of the classroom at designated areas, and are able to choose topics to explore in depth.

Meeting the needs of the students both academically and social/emotionally are also important to retention of the students. The hands-on approach to the Montessori model and the ability for teachers to pace children's learning according to their need (children who may be struggling are able to remain on a skill longer and an advanced child being able to forge ahead) helps the teachers meet the individual

needs of each child. The counselor led lessons through the Second Step Curriculum helps build the social/emotional capacity of the students with the teachers reinforcing the skills.

## **17. CAMPUS GOVERNANCE**

### **A. ROLE**

The intent is for Steele to have both an Advisory Board and a Campus Advisory Committee. We see the role of the Advisory Board as having three purposes. The first purpose of this Advisory Board is to protect our culture of Montessori and its autonomy which includes maintaining or reimaging the mission and vision of the school as it grows. Our Advisory Board would also connect the school to the broader community. The last purpose of the board is to hold the school accountable to reaching its goals. We are currently working with the Parent Advisory Committee which could potentially be transformed into a separate Campus Advisory Committee. Parents, teachers, and community members could be on this committee. This Campus Advisory Committee will focus on local items that occur on a daily or monthly basis. They will advise on such things as parent engagement opportunities, . They will work alongside the Advisory Board to help the board fulfill its purpose. This will create a more robust Advisory Board with all stakeholders being involved.

### **B. STRUCTURE**

The Advisory Board will meet 4-6 times a year. A minimum number of meetings expected to be attended will be set. The board could potentially have between 10-15 members with a three year term commitment and a two year term limit. The committee will be broken down into roles and sub-committees. The roles could include Chairperson, Vice-Chairperson, Secretary, Treasurer, Events Coordinator, Chair of Promotion, etc. Examples of the sub-committees include Family Engagement Committee, Accountability Committee, Nomination Committee (to find new candidates for vacant positions), and School Promotion Committee. These committees will meet as needed. The agenda will be driven by the principal of Steele, the Chairperson, and the leads of any sub-committees. A standing agenda item could be reviewing data and the progress that is being made towards the school goals, including a review of the MAP data, Insight Survey data, Parent survey data, enrollment information, and the budget from the preceding year as a few examples. Another standing agenda item could be an update on all projects that are in progress.

### **C. SUSTAINABILITY**

Recruitment of members can begin by engaging with our current Montessori contacts such as people we have met through the Montessori networks, contacts within the SAISD school district, and the contacts that have already been established at the school. We want to prioritize mutually beneficial partnerships to retain board members and attempt to stagger terms to avoid the loss of knowledge and capacity. An example of a mutually beneficial partnership is one potential board member is a part of the Teach for America organization. A mutual benefit would be we could reach out to him for potential applicants to vacancies at the school while we offer to host tours of our school for Teach for American members. We want to ensure that each board member feels that their presence is making a difference in the Montessori community by using their talents to best fit the needs of the school. We would acknowledge their contributions at events hosted at the school or through communication that would be sent from the school to the families/communities. We would also have students write thank you notes to the

board for the work they are doing on behalf of Steele. As a network, we want to make sure that we are performing both academically and in providing the authentic Montessori experience.

#### D. ACCOUNTABILITY

The board would hold Steele accountable at the yearly Performance Review Meeting. Steele would present an update to their goals and objectives and their progress towards their Performance contract from the following year. Steele will also be expected to present new goals and objectives and update their Performance contract for the current school year. A yearly walkthrough will be held between the Steele principals and the board members. A debriefing after this walkthrough will be held to ensure that the Montessori model is being implemented with fidelity. Steele will be expected to maintain a rating of a C or higher within the Texas state accountability system.

#### E. MEMBERSHIP

| Board Member Name<br>(First and Last) | Affiliation or Role                       | Relevant Expertise                          |
|---------------------------------------|---|---|
| 1. Laura Christeberry                 | Principal                                 | Opened Steele Montessori Academy            |
| 2. Austin Hawk                        | Teacher                                   | Lower Elementary Teacher                    |
| 3. Erin Aparicio                      | Teacher                                   | Primary Teacher                             |
| 4. Jonathan Garcia-Nungaray           | Advisor for Montessori for Social Justice | Education / elementary /                    |
| 5. Feliciano Duran                    | Advisor of Outdoor Education              | Outdoor Education                           |
| 6.                                    | Advisor of Montessori Philosophy          | accreditation expertise, Montessori teacher |
| 7.                                    | City Networking Liaison                   | fundraising, networking                     |
| 8. Heidi Head                         | Parent                                    |   |
| 9. Laura De Leon                      | Parent                                    |   |

### 18. BUDGET EXERCISE

| Item Description                   | Estimated Cost   | Rationale   | Sustainability Plan   |
|------------------------------------|--|---|---|
| New to Montessori Teacher Training | <p>Montessori certification for new teachers</p> <p>Incoming Upper Elementary teachers will need to have a Montessori accreditation. This will include:</p> <p>Summer 1 Seminar 1<br/>Seminar 2<br/>Summer 2</p> | <p>In order to be considered a Montessori school, the teachers need to be Montessori accredited. By attending the training which is offered in Houston, TX, the guides can receive the Montessori accreditation. In addition, the Montessori model has a very specific curriculum to follow that includes the many manipulatives being used in the lesson. This training will teach the guides to use the materials properly and in which sequence to present them. The training will also train the teachers on using the grace and courtesy lessons and</p> | <p>The Steele staff and the Steele Advisory board will work to secure additional funding, including SB 1882 funds and private fundraising through events and grant writing.</p> |

|                       |  |  |   |
|-----------------------|--|--|---|
|                       | <p>HMC course (7-8 wks)</p> <p>\$7,200 per teacher for the cost of the course (\$36,000)</p> <p>\$6,923.50 total cost per teacher for hotel costs (\$34,617.50)</p> <p>\$3,410 total food cost per teacher (\$17,050)</p> <p>\$918.72 total mileage costs (4 times total @ \$229.68) per teacher (\$4,593.60)</p> <p>Total cost for three new teachers: \$92261.10</p> | <p>the peace curriculum which is specific to the Montessori model.</p>   |   |
| Montessori Curriculum | <p>Total cost for three classrooms (\$16425.00 x 3): \$49,275.00</p>   | <p>The Montessori curriculum has very specific albums and materials that are needed to implement the curriculum to its full capacity.</p> <p>Steele is adding Upper Elementary which will house fourth grade next year. With the additions of this grade level, we will need to add additional classrooms to include the Montessori curriculum, materials, and furniture for each classroom.</p> | <p>Any funding received from the district for curriculum can be used first. Once all the local funds have been used, the Steele staff and the Steele Advisory board will work to secure additional funding, including SB 1882 funds and private fundraising through events and grant writing.</p> |
| Classroom Furniture   | <p>Adjustable shelf unit w/lip \$447 each (6 p0)</p> <p>Total cost for three classrooms: \$51,333.00</p>   | <p>Steele will be in need of new furniture for the new classrooms. A Montessori classroom requires many shelves that house the Montessori manipulatives. The aesthetics of the classroom are also very important to the Montessori environment leading to the furniture needing to be wood and matching.</p>   | <p>The Steele staff and the Steele Advisory board will work to secure additional funding, including SB 1882 funds and private fundraising through events and grant writing. Once the initial purchase has been made, we will use local funds to replace any broken furniture.</p>                 |
| Technology            | <p>Total Cost: \$53,803.90</p>   | <p>The teachers will need a laptop in order to research supplemental materials and ideas to enhance their lessons. They will also need the laptops to test students and to track data. The iPad cart will be for the</p>   | <p>The sustainability of the technology of the campus can be supported by the district initiatives for technology among all campuses.</p>   |

|                                   |   |  |  |
|-----------------------------------|---|--|--|
|                                   |   | students to access learning apps and to do research. The Smartboards would be used to enhance the curriculum through being a teaching tool as well as access to the website to enhance the lessons.  |  |
| Chickens                          | Total Cost for Chicken Coop and accessories:<br>\$1697.02 | Montessori education is grounded in nurturing the student's respect for nature. Montessori education also stresses the need to work as a community for the good of the community. Having a chicken coop with chickens allows for the students to learn to care for these animals as a school community.  | The chickens and their needs would be sustained through fundraising and local funds.   |
| Professional Development          | Total Cost for PD:<br>\$15,610.00                         | Teachers will sharpen their skills with the Montessori curriculum and on how to maintain a Montessori environment through professional development. They will be able to gather ideas from fellow Montessori educators at professional conferences and through classroom visits. The end result of this professional development will be seen through the student academic progress. | Local funds will be used to provide professional development for the teachers.   |
| Study Lounge                      | Total Cost: \$60,000                                      | Offering students options is a part of the Montessori curriculum. Having a study lounge would allow students to have an alternative seating area to study and complete their research.   | The Steele staff and the Steele Advisory board will work to secure additional funding, including SB 1882 funds and private fundraising through events and grant writing. Once the initial purchase has been made, we will use local funds to replace any broken furniture. |
| Outdoor Play Equipment/Playground | Total Cost:<br>\$230,560.89                               | Outdoor play is a key component of the Montessori model. The appreciation of the environment is reinforced by being in its presence. The students learn to appreciate what the outdoor area has to offer and learn to respect the area at the same time.   | The Steele staff and the Steele Advisory board will work to secure additional funding, including SB 1882 funds and private fundraising through events and grant writing. Once the initial purchase has been made, we will use local funds to make repairs.                 |
| Gardens                           | Total Cost: \$6079.73                                     | Teaching the students about nature is a component of the Montessori curriculum. The raised gardens will allow the students to care for nature within their environment.  | Local funds and school fundraising will be used to sustain the gardens.  |

|                            |                         |  |  |
|----------------------------|-------------------------|--|--|
| Kitchen                    | Total Cost: \$4600.00   | Practical life is a component of the Montessori curriculum. The students learn things such as pouring, sweeping, dish washing, and cooking. Currently, the students only cook items that do not require heat. It would reinforce the practical life lessons if they had access to a working kitchen.   | Local funds and school fundraising will be used to sustain the kitchen.  |
| Art Supplies               | Total Costs: \$5380.00  | The students benefit from having art instruction at least two times a week. In Montessori, we strive to help our students be creative. Art class is also used as a motivator for the students to complete their work plan. It's an option for them to attend on Fridays if they have met the requirements on their work plan.                                  | Local funds and school fundraising will be used to sustain the art supplies.   |
| Library                    | Total Cost: \$100,000   | The Montessori lower elementary children conduct a lot of research as part of their cultural curriculum. There is a need for more nonfiction books and research software that can assist with this effort. Fiction books need to be accessible for the primary grade levels to assist with their fluency rates.  | The Steele staff and the Steele Advisory board will work to secure additional funding, including SB 1882 funds and private fundraising through events and grant writing. |
| Office Furniture           | Total Cost: \$4100.00   | Steele is currently using the library as the main office. Once the main office moves back into the area designated for the main office, the secretary and the principal will need furniture.   | Local funds and school fundraising will be used to sustain the furniture.  |
| Supplemental Materials     | Total Cost: \$26,000.00 | Teachers are often making supplemental materials for their lessons to enhance the Montessori curriculum. For example, the teachers made a knobless cylinder attribute card sorting activity to reinforce the Montessori lessons for geometry.  | The Steele staff and the Steele Advisory board will work to secure additional funding, including SB 1882 funds and private fundraising through events and grant writing. |
| Office Accessories         | Total Cost: \$7648.67   | As Steele grows in size, extra office materials for use by the increasing number of people joining the staff will be needed. The poster maker will assist with the teachers making supplemental materials for their classroom and to help enhance/promote the various family engagement activities. The walkie-talkies will be needed for added school safety. | Local funds and school fundraising will be used to sustain the furniture.  |
| Social Emotional Materials | Total Cost: \$1200.00   | This subscription will be a supplemental resource for the Second Step curriculum that the school uses for their social/emotional lessons. It teaches   | Local funds and school fundraising will be used to sustain the furniture.  |

|                                |                          |  |  |
|--------------------------------|--------------------------|--|--|
|                                |                          | calming techniques and mindful breathing to students.  |  |
| Supplemental Materials         | Total Costs: \$75,000.00 | The Waseca materials would be a researched based addition to the Montessori language curriculum. These materials work for students with special needs (color-coded, etc.) as well as the general education students. These materials are very sturdy and meant to withstand usage by children.       | The Steele staff and the Steele Advisory board will work to secure additional funding, including SB 1882 funds and private fundraising through events and grant writing. |
| Promotion of Steele Montessori | Total Cost: \$1000.00    | In order to maintain the correct ratio of 50% non-economically disadvantaged students to the 50% economically disadvantaged and because we are an open-enrollment school, the school needs to promote its availability to the community to maintain a steady and proportionate number of applicants. | Local funds and school fundraising will be used to sustain the furniture.  |
| PE Equipment                   | Total Cost: \$14,106.38  | Being a part of a public school system, Steele is required to meet the state mandated number of minutes a child needs to attend physical education classes and health classes. The coaches are in need of this equipment to effectively teach the PE/Health TEKS.                                    | Local funds and school fundraising will be used to sustain the furniture.  |

### IMPLEMENTATION PLAN

| New Student Welcome  |  |  |
|--|--|--|
| Milestone  | Action Steps   | Responsible Parties  |
| Start Date: February 12, 2020<br>End Date: May 18, 2020                  | <ul style="list-style-type: none"> <li>Conduct phone calls to families that have been offered a seat at Steele through the lottery.</li> <li>Send welcome cards to newly accepted families.</li> <li>Hold welcome session for new families.</li> </ul> | <ul style="list-style-type: none"> <li>Administrator/s</li> <li>Counselor</li> <li>Senior Coordinator of Operations</li> <li>Instructional Coach</li> <li>Data Clerk</li> <li>Secretary</li> </ul> |
| Estimated Start Date: July 20, 2020<br>Estimated End Date: July 24, 2020 | Newly accepted students to lower elementary without Montessori background will be asked to attend a summer session to give the student background knowledge on how to handle Montessori expectations.  | <ul style="list-style-type: none"> <li>Administrator</li> <li>One Primary Teacher</li> <li>One Lower Elementary Teacher</li> <li>Counselor</li> <li>Instructional Coach</li> </ul>                 |
| Student Recruitment  |  |  |

| Milestone  | Action Steps  | Responsible Parties  |
|--|---|--|
| Start Date: September 1, 2020<br>End Date: November 4,, 2020   | <ul style="list-style-type: none"> <li>● Choose sites for flyer/brochure drop off.</li> <li>● Drop off fliers/brochures to sites.</li> <li>● Schedule info sessions off site.</li> <li>● Attend community events to promote open enrollment.</li> </ul> | <ul style="list-style-type: none"> <li>● Administrator/s</li> <li>● Senior Coordinator of Operations</li> </ul>  |
| Start Date: November 4, 2020<br>End Date: January 31, 2021   | <ul style="list-style-type: none"> <li>● Monitor the number of applications being submitted weekly.</li> <li>● Adjust the flyer/brochure drop off as needed.</li> </ul>   | <ul style="list-style-type: none"> <li>● Administrator/s</li> <li>● Senior Coordinator of Operations</li> </ul>  |
| Start Date: October 20, 2020<br>End Date: January 22, 2021   | <ul style="list-style-type: none"> <li>● Hold info sessions once a month at Steele.</li> <li>● Hold weekly tours on Tuesday (9:00-10:00)</li> </ul>   | <ul style="list-style-type: none"> <li>● Administrator/s</li> <li>● Senior Coordinator of Operations</li> <li>● One primary &amp; one lower elementary teacher</li> <li>● Instructional Coach</li> </ul> |
| <b>Alignment of Montessori Curriculum and TEKS/MAP/STAAR</b>   |   |  |
| Start Date: August 3, 2020<br>End Date: May 31, 2021<br><br>This will occur at the beginning of the year PD sessions before school starts and BOY, MOY, and EOY administration of MAP. | <ul style="list-style-type: none"> <li>● Review the Montessori expectations with the TEKS/MAP expectations</li> </ul>   | <ul style="list-style-type: none"> <li>● Administrator/s</li> <li>● Instructional Coach</li> <li>● Primary &amp; Lower Elementary Teachers</li> </ul>  |
| Start Date: August 3, 2020<br>End Date: May 31, 2021   | <ul style="list-style-type: none"> <li>● Create Montessori needed materials to help with the alignment of the two curriculums.</li> </ul>   | <ul style="list-style-type: none"> <li>● Instructional Coach</li> <li>● Primary &amp; Lower Elementary Teachers</li> </ul>   |

## Appendix A - Data Template

**DIRECTIONS:** Please enter data into the cells shaded YELLOW. Do NOT enter any information into the non-yellow cells. If a data point is not applicable for your school, then please type "N/A" into the corresponding yellow cell.

**SCHOOL NAME:** Steele Montessori Academy

|   | 2016-17 | 2017-18 | 2018-19 | Change Y1 to Y3 | % Change Y1 to Y3 |
|---|---------|---------|---------|-----------------|-------------------|
| <b>PART 1: ENROLLMENT AND STUDENT PERSISTENCE</b>                       |         |         |         |                 |                   |
| <b>A. General Information</b>   |         |         |         |                 |                   |
| Grade Levels Served (e.g., K-8; 9-12, etc.)                             |         | PK3-1   | PK3-2   | N/A             | N/A               |
| Total Enrollment Count  |         | 105     | 158     | 158             | N/A               |
| <b>B. Student Population</b>  |         |         |         |                 |                   |
| % African-American  |         | 5%      | 4%      | 4%              | N/A               |
| % Asian   |         | 0%      | 0%      | 0%              | N/A               |
| % Hispanic  |         | 88%     | 88%     | 88%             | N/A               |
| % White   |         | 6%      | 6%      | 6%              | N/A               |
| % Other Race/Ethnicity  |         | 0%      | 2%      | 2%              | N/A               |
| % Economically Disadvantaged  |         | 75%     | 63%     | 63%             | N/A               |
| % English Language Learner  |         | 3%      | 4%      | 4%              | N/A               |
| % Special Education   |         | 8%      | 20%     | 20%             | N/A               |
| <b>C. Student Persistence</b>   |         |         |         |                 |                   |
| % of Students who Remain at School from Previous Year (All Students)    |         |         | 93%     | 93%             | N/A               |
| % of Special Education Students who Remain at School from Previous Year |         |         | 100%    | 100%            | N/A               |
| <b>PART 2: ACADEMIC OUTCOMES</b>  |         |         |         |                 |                   |
| <b>A. MAP Grades 3-8 Outcomes (if applicable)</b>                       |         |         |         |                 |                   |
| % of Students who Meet or Master Standards (Reading)                    |         | 32%     | 34%     | 34%             | N/A               |
| % of Students who Meet or Master Standards (Math)                       |         | 32%     | 37%     | 37%             | N/A               |
| % of Students who Meet or Master Standards (Writing)                    | NA      | NA      | NA      | #VALUE !        | N/A               |
| % of Students who Meet or Master Standards (Science)                    | NA      | NA      | NA      | #VALUE !        | N/A               |
| % of Students who Meet or Master Standards (Social Studies)             | NA      | NA      | NA      | #VALUE !        | N/A               |

|  |  |     |      |              |     |
|--|--|-----|------|--------------|-----|
| <b>B. STAAR EOC Outcomes (if applicable)</b>   |  |     |      |              |     |
| % of Students who Meet or Master Standards (English I)   |  | NA  | NA   | #VALUE!<br>! | N/A |
| % of Students who Meet or Master Standards (English II)  |  | NA  | NA   | #VALUE!<br>! | N/A |
| % of Students who Meet or Master Standards (Algebra I)   |  | NA  | NA   | #VALUE!<br>! | N/A |
| % of Students who Meet or Master Standards (Biology)   |  | NA  | NA   | #VALUE!<br>! | N/A |
| % of Students who Meet or Master Standards (U.S. History)  |  | NA  | NA   | #VALUE!<br>! | N/A |
| <b>C. Self-Selected Outcomes (Select up to 3 data points to share)</b>   |  |     |      |              |     |
| DERS (Developmental Environmental Rating System) Inhibitory Control  |  | NA  | 65   | 65           | N/A |
| DERS (Developmental Environmental Rating System) Social Fluency & Emotional Flexibility  |  | NA  | 55   | 55           | N/A |
|  |  |     |      | 0            | N/A |
| <b>Part 3: HUMAN CAPITAL</b>   |  |     |      |              |     |
| <i>Select 3 data points to share. (Examples: average years of teacher experience, % of teachers who remain from preceding year, # of master teachers, average TTESS proficiency scores, average # of staff absences, Insight survey results, etc.)</i> |  |     |      |              |     |
| Insite Surveys-Teachers planning to stay at Steele   |  | NA  | 100% | 100%         | N/A |
| Insite Surveys-Teachers believe Steele has a positive culture and learning environment   |  | NA  | 80%  | 80%          | N/A |
| % Of Teachers who remain from preceding year   |  | NA  | 92%  | 92%          | N/A |
| <b>Part 4: STUDENT DISCIPLINE</b>  |  |     |      |              |     |
| <i>Select 3 data points to share. (Examples: Review 360 incidents, # of student suspensions (in-school and out-of-school), # of DAEP placements, etc.)</i>   |  |     |      |              |     |
| Number of Referrals  |  | 62  | 247  | 247          | N/A |
| Percentage of referrals involving racial minorities  |  | 93% | 87%  | 0%           | N/A |
| Number of Out-of-School Suspensions  |  | 0   | 1    | 1            | N/A |

## **ADDENDUM – COMPLIANCE WITH IN-DISTRICT CHARTER LAW AND DISTRICT POLICY**

The School certifies that this in-district charter application complies with Texas Education Code Section 12.059, as follows:

1. The education program being offered is described in the charter application.
2. The continuation of this charter is contingent on satisfactory student performance on state-required assessment instruments, satisfactory financial performance under state financial accountability provisions, and on compliance with other applicable accountability provisions.
3. In accordance with SAISD Policy EL(LOCAL), the SAISD Board may place this School on probation or revoke the charter in accordance with the School's performance contract if it finds that the campus charter:
  - a. Violates a provision of applicable state or federal law, which may result, after a cure period, in revocation at the conclusion of the School year;
  - b. Violates student achievement provisions of the charter, including the failure to meet the metrics set forth in the performance contract for the campus charter after a three- or five-year review period;
  - c. At the end of two School years, the campus charter may be revoked or placed on probation if it is rated as "improvement required" or fails to meet state accountability standards or is at the bottom five percent in comparison to all campuses in terms of student achievement in the District based on the school performance framework; or
  - d. After a cure period, the charter fails to meet generally accepted accounting standards for fiscal management.
4. The School will not discriminate in admissions on the basis of national origin, ethnicity, race, religion, or disability.
5. The governing structure of the campus is described in the charter application.
6. In order to ensure the health and safety of students and employees, the School will comply with Texas Education Code Chapter 38.
7. The District will conduct an annual audit of financial and programmatic operations of the School in accordance with state and federal law and District policy.
8. The School will provide all information necessary for the District to participate in PEIMS reporting.

In accordance with EL(LOCAL), the School and the SAISD Board of Trustees agree as follows:

1. This charter has a term of ten years, beginning with the 2020-21 school year and ending with the 2030-31 school year, with a three- or five-year performance review and renewal cycle, as defined in EL(LOCAL).
2. The Board waives all applicable District policies and procedures per EL(LOCAL) and the School's In-District Charter Application.
3. The School will comply with its Board-approved school performance contract, and the District's annual process for reporting and reviewing the performance contract.
4. The School will follow the District's unified enrollment policy and procedure, including FD(LOCAL), FDB(LOCAL), F1 and F51. In the event of any conflict between the charter application and district policy and procedure regarding student enrollment, district policy and procedure will govern.
5. The School will participate in District-wide NWEA MAP testing, or its future replacement assessment, as determined by the District.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Partnership Agreement with University of Texas at San Antonio and Performance Contracts for Bonham Academy, Irving Dual Language Academy, and Twain Dual Language Academy**

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

**REQUESTED BY:** Pedro Martinez, Superintendent

**PRESENTER:**        Mohammed Choudhury, Chief Strategy, Talent, and Innovation Officer

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the Partnership Agreement between SAISD and University of Texas at San Antonio (“UTSA”) and performance contracts for Bonham Academy, Irving Dual Language Academy, and Twain Dual Language Academy (the “Partnership Schools”).

The Partnership Agreement will formalize the relationship between the District as an in-district charter school authorizer and UTSA as a Senate Bill 1882 Partner for the Partnership Schools in accordance with Texas Education Code 11.174. By approving this recommendation, the Board will authorize UTSA and its appointed school leadership teams and staff at the Partnership Schools the responsibility to manage the Partnership Schools in collaboration with the District and hold UTSA accountable for achieving the academic, operational, and financial goals outlined in the schools’ performance contracts.

In seeking approval for this partnership, UTSA and the Partnership Schools participated in the District’s comprehensive Annual Call for Quality Schools 3.0, which included engagement with school staff, parents and community. There was a rigorous evaluation process with an in-depth partner application review and in-person interview by a team of qualified reviewers, including an existing in-district charter principal, district staff, and an external education professional.

The proposed partnership met the requirements of the Annual Call 3.0, District policy, and relevant state laws and regulations, and so therefore is recommended for approval by the Board. The Partnership Agreement and performance contracts for each of the schools are enclosed. All of the Partnership Schools are existing in-district charter schools, and their academic models are not changing.

Pursuant to Board Policy EL (LOCAL), the Superintendent or designee will monitor, evaluate, and publish in-district charter school performance annually and present a summary of school performance to the Board during a scheduled fall meeting. On a three-to-five-year cycle, the Board will review whether all in-district charters have met the expectations set forth in their performance contracts and shall renew, revoke or place on probation all in-district charters, in accordance with EL (LOCAL) and Texas Education Code Sections 12.0531 and 12.063. Senate Bill 1882 partners will adhere to the Partnership Agreement, which includes the performance

contract, audit provisions, and district/partner collaboration requirements.

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

Recommend that the Board approve the Partnership Agreement with UTSA and Performance Contracts for Bonham Academy, Irving Dual Language Academy, and Twain Dual Language Academy.

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

N/A

**IV. 2020–2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

**PARTNERSHIP AGREEMENT**

This Partnership Agreement (this “Agreement”), dated as of March 30, 2021 (the “Effective Date”), is entered into by and between The University of Texas at San Antonio (“Partner”), a Texas state agency and institution within The University of Texas System (“UT System”), and the San Antonio Independent School District (the “District”), a political subdivision of the State of Texas. Herein each of the District and Partner shall be a “Party” and collectively the “Parties.”

**RECITALS**

WHEREAS, pursuant to Texas Education Code (“TEC”) §§ 11.174(a)(2), 48.252 and 12.101(a)(3), the District is empowered to enter into contracts with an organization that is exempt or has applied for exemption from taxation under Section 501(c)(3), Internal Revenue Code, to operate schools as in-district charters.

WHEREAS, the Partner is dedicated to the advancement of knowledge through research and discovery, teaching and learning, community engagement and public service. As an institution of access and excellence, UTSA embraces multicultural traditions and serves as a center for intellectual and creative resources as well as a catalyst for socioeconomic development and the commercialization of intellectual property – for Texas, the nation and the world.

WHEREAS, the Parties hereby desire for Partner to undertake responsibility for the management and operation of the schools listed below as public in-district charter schools and subject to approval by the Texas Education Agency’s (hereinafter, “TEA”) Commissioner of Education, pursuant to Texas Education Code § 11.174(a)(2). The schools listed below may be referred to collectively as either the “Partnership Schools” or the “Schools”, or individually as a “School”.

| <b>School Name</b>                      | <b>School Address</b>                           |
|---|---|
| James Bonham Academy                    | 925 S. St. Mary’s St., San Antonio, Texas 78205 |
| Mark Twain Dual Language Academy        | 2411 San Pedro Ave., San Antonio, Texas 78212   |
| Washington Irving Dual Language Academy | 1300 Delgado St., San Antonio, Texas 78207      |

WHEREAS, the Parties agree to comply with all applicable provisions of state law, including the applicable provisions and requirements of TEC, Subchapter C, Chapter 12.

**GENERAL PROVISIONS**

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, agree as follows:

For and during the term of this Agreement, Partner shall manage and operate the Schools in accordance with Applicable Law. “Applicable Law” means all state and federal laws, rules, regulations, and administrative and judicial determinations and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the term of this Agreement.

1. The Schools

- a) The District authorizes Partner to manage and operate the Partnership Schools, as independent campuses subject to transparent accountability requirements, which are set by TEC Chapters 39 and 39A and the provisions of this Agreement. Partner must successfully meet and maintain the Performance Contract objectives for the Partnership Schools as set forth in this Agreement and as governed by SAISD Board Policy EL(LOCAL). Further authorizations will be contingent upon Partner successfully meeting and maintaining the Performance Contract objectives for the Partnership Schools. Future authorization of additional schools is also dependent upon the results of an annual audited Partner financial and compliance report. Partner and SAISD are committed to gathering working data at the Partnership Schools and collaboratively developing more specific metrics as data is gathered throughout the Term of this

Agreement. The District shall have final authority on the development of all performance contract metrics and consequences for the Partnership Schools. The process for developing and enforcing performance contracts is described in Section 10, and the agreed upon performance contracts for this Partnership Agreement are attached as Exhibit A.

- b) In addition to the autonomies and authorities defined in Section 3 below, Partner's primary responsibilities for this partnership will include the following:
  - i. Academic Programs – Work with school principals to determine curriculum, professional development, and teacher support; and ensure fidelity to each Partnership School's in-district charter program, as described in Section 3;
  - ii. School Principals – Hire, manage, and formally evaluate Partnership School principals, as described in Section 4;
  - iii. Governing Board – Establish a governing board (or board sub-committee) over Partnership Schools, as described in Section 7;
  - iv. Financial Oversight – Approve Partnership School budgets and include Partnership School funds in Partner's annual financial audit, as described in Section 8; and
  - v. School Performance – Work with school principals to meet academic, operational, and financial metrics defined by the school performance contracts, as described in Section 10 and attached as Exhibit A.
- c) Partner agrees to implement the following academic models at the Partnership Schools: dual language instruction at Twain Dual Language Academy; dual language instruction at Irving Dual Language Academy; and dual language instruction, with a focus on fine arts and environmental science, at Bonham Academy.
- d) The District agrees that it will provide Partner the same opportunities, support, and services provided to any other charter located in the District (regardless of that charter's authorizer) in authorizing Partner to operate the Partnership Schools and as required by law.
- e) Partner retains the right to seek authorization as an open enrollment charter holder under Texas Education Code 12.101 in order to support, manage, and/or operate open enrollment charter schools in Bexar County that will operate independently of the Agreement.
- f) Partner shall have the option to phase in the full implementation of its model at any new Partnership School over the first year of the School's operation and thereafter.

## 2. Enrollment

- a) Choice Schools and Programs include in-district charters, magnets, and early college high schools. The Partnership Schools will be designated as Choice Schools. As Choice Schools, the Partnership Schools will follow district policies and administrative procedures for the enrollment and withdrawal of all students, including, but not limited to, policies FD(LOCAL) and FDB(LOCAL) and administrative procedures F1 and F51. Staff from the Office of Access and Enrollment Services will meet annually with the campus principals and Partner staff to review admissions criteria and establish the number of seats available for enrollment in each grade level.
- b) Enrollment at the Schools is based on interest rather than ability. Students are not screened based on academic criteria but admitted by a lottery. The District may agree to set aside a certain percentage of students from outside the school district boundary.

- c) The Parties agree and understand that the District may not assign a student to a School unless the student's parent or guardian has voluntarily enrolled the student at the School. A student's parent or guardian may remove the student from the School at any time and enroll the student at the school to which the student would ordinarily be assigned.
- d) Partner will participate in the District's unified enrollment system.
- e) The District's Office of Access and Enrollment Services will include the Partnership Schools' brand and the Partnership Schools' information on any student recruitment or enrollment marketing materials and will invite the Partnership Schools to attend any student recruitment events, such as in-district charter fairs, as part of the administrative fee.
- f) The District, in coordination with Partner, will lead the student recruitment and enrollment process through a lottery (if there are more applicants than there are seats at the Partnership Schools) and enrollment phases. Partnership School Staff will support District efforts by canvassing, holding open houses, attending District recruiting events and community meetings, mailing acceptance and waitlist letters and making calls to families to help with enrollment decisions, sending follow-up letters to admitted students, conducting on-campus enrollment meetings, calling waitlisted students, and monitoring attendance during the opening weeks of school in case additional students need to be called from the waitlist.
- g) In addition to the enrollment restrictions required by TEC §11.174(h) and (i) and District Policy FDB(LOCAL) and Administrative Procedure F1 and F51, the following student enrollment provisions, subject to the provisions of state law and as may be revised by the Parties as necessary to meet the federal definition of a charter school, shall be followed by the Parties:
  - i. Partner will work with the District to ensure preferences for current students attending the campuses in the school year before its conversion under this Agreement.
  - ii. Students in lower grade levels at the Partnership Schools will receive automatic admission to the next grade level.
  - iii. As seats become available at the Partnership Schools, enrollment will be open to all students within the State of Texas, subject to the priority rules described in state law, FDB(LOCAL), Administrative Procedure F51, and this Agreement.
  - iv. The Partnership Schools' students will be allowed to transfer to any of the District's schools when seats are available and in accordance with the Parties' respective transfer policies and administrative procedures for Choice Schools and Programs.
- h) Partner is prohibited from discriminatory admission or expulsion of a student on the basis of a student's national origin, ethnicity, race, religion, disability, academic achievement, or sex, including sexual orientation or gender identity.

### 3. Operations

- a) Partner is exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and exempt from all district policies except for laws, rules, and policies that are specifically identified as applicable to the Schools in this Agreement. Partner will have initial, final, and sole autonomy to run all aspects of the Schools subject only to Applicable Law, this Agreement, and each School's charter. In this Agreement, all autonomies and authorities granted to Partner shall be the initial, final, and sole autonomy and authority.
- b) Partner will retain as much authority and autonomy as permitted by law or TEA Rule, including 19 Tex. Admin. Code §§ 97.1075 and 97.1079, over its Schools and operations. Any authority or responsibility not

specifically given to the District in the Agreement or by law or TEA Rule, will remain with Partner, including, but not limited to, the following, which shall each be the initial, final, and sole autonomy of Partner:

- i. The mission, vision, and core values of the Schools in accordance with Applicable Law and each School's charter.
  - ii. Strategic planning (e.g. grade configuration, calendar, staffing structure, etc.) for the Schools in coordination with the District and in accordance with each School's charter.
  - iii. The ability to determine, adopt, and implement each School's entire budget, including any and all federal and state grants due to the School, provided that the amount of per pupil funds that each School receives will be determined in accordance with Section 8 below.
  - iv. The academic program of the Schools (subject to state standards), including, but not limited to, curriculum, course selection, class size and teacher leveling (subject to universally applied District staffing formulas and in accordance with Section 8 below), professional development, lesson plans, instructional strategies, instructional materials (as defined in TEC § 31.002(1)), and summer school, in accordance with each School's charter.
  - v. All curriculum decisions beyond the minimum requirements outlined in 19 Tex. Admin. Code § 74.2 (relating to Description of a Required Elementary Curriculum) and 19 Tex. Admin. Code § 74.3 (relating to Description of a Required Secondary Curriculum).
  - vi. School calendar and daily schedule, which may differ from those in other district campuses, in accordance with each School's charter.
  - vii. All assessments at the Partnership Schools that are not required by the state of Texas. Partner agrees to participate in beginning-of-year, middle-of-year, and end-of-year district-wide NWEA MAP assessments.
- c) The District is the Local Education Agency ("LEA") for all purposes, including, but not limited to, compliance with Section 504 of the Rehabilitation Act of 1973, as amended; the Individuals with Disabilities Education Act ("IDEA"); the Americans with Disabilities Act, as amended; Titles VI and IX of the Civil Rights Act of 1964; the Family Education Rights and Privacy Act ("FERPA") and other areas of law applicable to LEA's including those described in TEC §12.056. However, Partner will have initial, final, and sole autonomy over programs for students in special populations including, but not limited to, those who qualify for special education, gifted and talented students, English Learners (ELs) at the Schools, students at risk of dropping out, and other statutorily defined student populations, subject to and consistent, however, with all applicable state and/or federal requirements.
- i. Partner agrees that the Partnership Schools will have Dual Language programs that follow the District's 80/20 Dual Language Model requirements and 19 Tex. Admin. Code §89 (relating to Adaptations for Special Populations). Emergent bilinguals will have access to all curricular, co-curricular, and extra-curricular activities available to all other students. Current demographics indicate that the largest population of ELs will be native Spanish speakers; therefore, Partner will make all efforts to recruit staff members who are proficient in Spanish and hold a bilingual certification or ESL certification when appropriate as per TEC §29.061(b)(1-2). In addition, Partner agrees that professional development for school staff will be tailored to support dual language implementation and its three goals: bilingualism and biliteracy, high academic achievement in both languages, and cultural competence. Professional development will also be tailored to encourage and preserve the culture of the school's community. Partner will ensure interpretation and translation support and/or services for families whose dominant language is not English.

- ii. The Partnership Schools' staff will work with the District in the creation and staffing of the Admission, Review, and Dismissal (ARD) Committee or 504 teams and will work with the District to schedule all committee or team meetings and to provide a free appropriate public education ("FAPE"), equal educational opportunity, procedural safeguards and due process to students enrolled at the Partnership Schools.
  - iii. As the responsible LEA, the District will have the authority to periodically review the Partnership Schools' programs for special populations for legal compliance, through a mutually agreed-upon process.
  - iv. The District will provide the full continuum of placements for students whose Individualized Education Program (IEP) requires placement or services outside of the Partnership Schools' programs, and the District will provide all related services directly (or by contract) and will be responsible for providing all required evaluations (such as psychoeducational evaluations, comprehensive psychological evaluations, and/or neuropsychological evaluations) in accordance with applicable legal timelines or otherwise as agreed by a student's ARD Committee.
  - v. Partner and the Partnership Schools' staff will work with the District in helping the District remain in compliance with the IDEA's Child Find and Free Appropriate Public Education (FAPE) obligations, as defined in 34 C.F.R. § 300.17. Partner and the Partnership Schools may choose to utilize the District's services and supports in the provision of student services other than related services referenced above and in Section 12.a.3 where Partner and the Partnership Schools' staff deems that District provision of those services and supports are appropriate and best for students, and such arrangement will be provided with District funding.
  - vi. Partner will have the initial, final, and sole authority, at its discretion, to procure federal grants and federal Title funds for use at the Partnership Schools, subject to applicable federal and state law and implementing regulations. To the extent that any federal or state grant funds, differential funding, High Cost Funds ("HCF") or State Compensatory Education Funds exists for any special student(s) or populations, it will be passed through to the Partnership Schools for use at the Partnership Schools.
- d) Partner shall follow the District's FO Series (LOCAL and LEGAL) policies, as amended, and related District administrative procedures, regarding student discipline, including the District's Student Code of Conduct, for the Partnership Schools. Partner will have freedom to instill its culture at the Partnership Schools events or activities and select its own behavior management programs and strategies that are in alignment with the District's Code of Conduct.
  - e) Partner shall have initial, final, and sole autonomy with regard to parent engagement and communications, fundraising and grant applications, and community partnerships, in coordination with the District. Partner and the Partnership Schools will design and implement family engagement initiatives that promote higher sociocultural, linguistic, and academic outcomes.
  - f) Partner shall have initial, final, and sole autonomy for the development of extracurricular activities and sports for the Schools, subject to state UIL rules (if participating in UIL) and subject to the applicable provisions of TEC §12.056(b)(2)(G), TEC §33.081 and any successor statutes, in coordination with the District.
  - g) Partner will have initial, final, and sole autonomy over college and career counseling as applicable to the academic programs in the school, in coordination with the District.
  - h) The District shall provide substitute teachers to the Partnership Schools upon request by the Partnership Schools' staff in accordance with SAISD Administrative Procedure D6.

- i) Partner will have initial, final, and sole autonomy over the Partnership Schools' marketing, communications, and branding, in coordination with the District.
- j) Partnership School Staff will be responsible for the Schools' purchasing and vendor approvals and budgeting for all purchases with District funds, subject to the District's Purchasing and Acquisition Policies and Administrative Procedures and Applicable Law.
- k) Partner will manage the school in compliance with all applicable federal, state, and local laws, including but not limited to civil rights and non-discrimination laws, and laws protecting students with disabilities. Partner shall consult the District's Superintendent and with the District's general counsel when there is a reasonable belief that the District's interests may be jeopardized and specifically when there is a likelihood or reasonable belief that the District may suffer legal exposure to suit or liability.
- l) For state, federal, and/or private grants that the District applies and secures on behalf of the Schools, the District will be responsible for managing all relevant reporting and disbursement functions.
- m) Notwithstanding the foregoing, the District will remain the LEA for all relevant state and federal compliance purposes and matters.
- n) Partner (and its employees and staff with an educational need to know) shall be designated as an authorized agent of the LEA and the Schools for purposes of compliance with FERPA (the Family Educational Rights and Privacy Act), so as to have access to student information. The District shall be responsible for maintenance and custody of student records and shall grant Partner and the Partnership Schools permission to use the student records in a manner that is consistent with Applicable Law including student privacy laws. Partner shall maintain the confidentiality of student records in accordance with FERPA and the District Policy series FL.
- o) The District will obtain all Board and TEA approvals that are required to grant Partner the autonomies listed above. In the event that TEA does not approve a required autonomy under this contract, the Parties agree to reform the specific autonomy to best capture Partner's intended autonomy, but otherwise agree that the remainder of this Agreement shall not be affected thereby and each remaining provision of the Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law. However, if the TEA does not approve a material autonomy listed above in Section 3 or elsewhere in this Agreement, the Parties agree to reform those portions of the Agreement in good faith and Partner reserves the right to terminate the Agreement without penalty should that disapproval put the goals and intentions of this Agreement at risk, as determined by Partner.
- p) In accordance with state law, any approved in-district charter that is created by parent and teacher petition may be revised only upon presentation to the SAISD Board of petitions signed by parents and classroom teachers at the School.

#### 4. Employees

- a) Partner shall have initial, final, and sole authority over all employees of the Partner. This includes initial and final non-delegable authority for Partner to employ and/or manage all of the Partner's own administrators, educators, contractors, or other staff. Partner shall directly employ at least one full-time employee to oversee the Schools. Partner shall select and manage the Principals of the Schools. Partner shall have initial, final, and sole authority to directly manage the instructional staff, either employed by the District or Partner, who provide services to at least a majority of students at the Schools. Partner shall have initial, final, and sole authority over the assignment of all district employees at the Partnership Schools, including initial, final, and sole authority to approve the assignment of all district employees or contractors to the Partnership Schools, as well as initial, final, and sole authority to supervise, manage, and rescind the assignment of any district employee or district contractor from the Partnership Schools.

Any action by Partner to rescind the assignment of any district employee or district contractor from the Partnership Schools will be done in accordance with the District's contractual policies and administrative procedures and in accordance with Applicable Law. District employees shall have the opportunity to apply for an assignment to the Partnership Schools. In accordance with TEC § 11.174(c), nothing in this Agreement shall affect the rights and protections afforded by current District employment contracts or agreements between the District and its contract employees. If Partner rescinds the assignment of any District employee or District contractor, the District must grant the request within 20 working days.

- b) Partner will have initial, final, and sole authority over all leadership of the Schools and initial, final, and sole autonomy to evaluate each School's leader utilizing the District's evaluation procedures and processes as well as any additional performance measures Partner deems appropriate. The campus school leader will serve as the supervisor of all employees at each Partnership School.
- c) This Agreement shall not affect the rights and protections afforded by current District employment contracts or agreements between the District and its contract employees pursuant to TEC §11.174(c). All employees originally employed by the District and on assignment at the Partnership Schools shall remain District employees and will work under the contractual and termination obligations of the District. Any proposed adverse action against an employee, including, but not limited to non-renewal or termination, must be done in accordance with the District's contractual policies and administrative procedures and in compliance with state and federal law. A reassignment from the Partnership Schools to another assignment within the District shall not be considered an adverse employment action. The District has consulted with campus personnel regarding provisions to be included in this Agreement.
- d) A person may not be employed by or serve as a teacher, librarian, educational aide, administrator, or school counselor for the Partnership Schools unless the person meets TEA requirements following a review of the person's national criminal history record information as provided by TEC §§ 22.0834 and 22.0832 (to the extent applicable). Any person working directly with Partner students or accessing confidential student data, including, but limited to, any Partner employee and any vendor, consultant, or volunteer, must also pass the same criminal history background check. Partner and the Schools' employees shall adhere to the laws in Senate Bill 7 in the 85th Texas Legislature and codified in TEC §§ 21.006 and 22.087 and shall adhere to any District policies relating to TEC §§ 21.006 and 22.087.
- e) Any and all legal issues that may arise with the District's employees with regard to their working relationship with Partner shall be handled by the District's legal counsel at the District's cost.
- f) If possible, the District and Partner may pursue any possible waivers or exemptions from certification requirements (where applicable) for staff.
- g) Partner will also have initial, final, and sole autonomy concerning an employee's performance, selection, management, work hours and conditions, assignment, job description, and duties at the Schools, in accordance with each School's charter. However, notwithstanding any employee evaluation instrument it wishes to implement, Partner shall implement the Texas Teacher Evaluation and Support System ("T-TESS") and the Texas Principal Evaluation and Support System, ("T-PESS") when evaluating its professional staff in accordance with the District's policies, administrative procedures, and timelines. The District execution of those evaluations shall not interfere with Partner's initial, final, and sole authority on which employees are assigned to work at the school. Partner shall conduct and attend required appraisal training in order to successfully implement the T-TESS and T-PESS evaluation system, in coordination with the District. Partner agrees that personnel evaluations will align with the District's strategic compensation plan (e.g., the District's Teacher Incentive Allotment).
- h) The District shall be responsible for all salaries, compensation, benefits, and personnel records of its employees assigned to the Partnership Schools. The Partner agrees to execute personnel evaluations in

accordance with the District's strategic compensation policies, administrative procedures, and timelines, including, but not limited to, the District's state-approved Teacher Incentive Allotment system.

- i) Partner will not employ or otherwise compensate any District employee in a manner that causes the District or any of its employees to violate the San Antonio ISD Code of Ethics.

5. Communications and Marketing

- a) The District will provide communications and marketing support for the Partnership Schools in the same manner as it does for other Choice Schools and Programs. The Partner agrees that the District's Communications Department will be the primary spokesperson for the Partnership Schools before the media. The District's Communications Department and Office of Innovation will maintain a collaborative and working relationship with the Partner. The District will coordinate with Partner regarding any school-specific marketing campaigns and media requests when feasible, however, any such marketing campaigns or media requests must comply with Section 15.b, below.
- b) Partner may, at its option, provide the Schools with additional communications and marketing support, including school tour requests, web marketing, branding and other external relations, including corporate and institutional partnerships, community engagement and civic initiatives, while at all times keeping the District reasonably informed and maintaining compliance with District policies and administrative procedures. Partner may also design supplemental marketing materials used by the school, with Partner remaining responsible for any production or marketing costs attributable to materials produced for the benefit of the school.
- c) It is understood and agreed that Partner will request all staff and all parents of students to sign a media release form annually; those who do not sign the agreement will not have their or their child's images or information used in media releases.
- d) Partner and the District's Communications Department and Office of Innovation will coordinate with each other and maintain a collaborative and working relationship.
- e) Partner will ensure that the Partnership Schools and staff are aware of relevant District information and meet applicable District deadlines, including public information response deadlines. District is responsible for disclosing relevant District information and applicable District deadlines to Partner in a reasonably prompt manner to ensure that Partner may meet this obligation.

6. Partner Supervision of the Schools

- a) Partner will inspect the Partnership Schools from time to time, but at least quarterly, using formal and informal inspections, announced and unannounced as appropriate, and may, at its discretion, arrange for third-party evaluation and feedback as it deems appropriate regarding (i) the instructional program of the Partnership Schools and (ii) the Partnership Schools' impact on student achievement, all as may be necessary in order to ensure progress towards the Partnership Schools' goals and compliance with all regulatory and charter requirements.
- b) Partner will prepare reports and documentation as reasonably required by the District with reasonable advance notice, working with the Partnership Schools in a timely and thorough manner, including any accountability plans and/or annual and/or periodic reports in accordance with state and federal reporting requirements and timelines.
- c) Partner will integrate the Partnership Schools into Partner's existing network data and accountability systems (if applicable). Partner and the Partnership Schools will preserve and protect all personal identifying information as required by federal, state, and local data and educational record privacy laws.

- d) The Partnership Schools' students will be listed on the District's student information system. The District will perform the same Public Education Information Management System (PEIMS) functions, including all reporting to TEA, that it performs for all current District campuses, as part of its administrative support fee. Partner will have control over the Schools' student data other than PEIMS-related data. Although Partner will have control of its students' data during the term of this Agreement and in a manner that is consistent with Applicable Law, the District shall remain responsible for maintenance and custody of student records with cooperation and support from Partner in the administration of the record maintenance system. Such cooperation and support from Partner shall include submission of any required student or employee data in accordance with District policy, procedure, and designated timelines.
- e) Partner shall maintain the confidentiality of all student data in accordance with FERPA, the District Policy series FL, and all Applicable Law.
- f) The District will allow Partner to conduct research utilizing the Schools in accordance with District policies and procedures and the existing Memorandum of Understanding between Partner and District, dated April 5, 2018. Partner will allow the Schools to participate in research projects and partnerships in accordance with District policies and procedures, which may necessitate additional data sharing agreements.

7. Governance

- a) Partner shall have a Governing Board for its nonprofit operations composed of a minimum of three board members. The Partner Governing Board shall comply with the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code, including, but not limited to, any requirements related to the posting of Governing Board meeting agendas and the manner in which Governing Board meetings are conducted.
- b) The Partner Governing Board shall not include any member of the SAISD Board of Trustees, any District staff, including the Superintendent, or any District appointees. At least a quorum of the Governing Board shall meet, at minimum, three times annually to hear any matters related to the Partnership Schools. In addition to any other legal requirements under the Texas Open Meetings Act, Partner shall post Governing Board meeting agendas and meeting minutes on a publicly accessible website operated by Partner.
- c) Each School's overall educational framework, mission, budgetary approval, and policies shall be developed and adopted by Partner's Governing Board. The Schools and the Partner staff shall be subject to the direction, control, policies, practices, and procedures of Partner, subject to the requirements of this Agreement and input from the Governing Board. Partner shall ensure that the curriculum meets the requirements of state law.
- d) Partner's Governing Board shall adopt each Partnership Schools' operating budget at a meeting open to the public in accordance with the District's annual financial and campus-based budgeting policies, procedures, and timelines.
- e) Partner shall ensure that the following are posted on a publicly accessible website operated by Partner: (i) the current roster of all Governing Board members; (ii) the annual schedule for Governing Board meetings; and (iii) all Governing Board meeting agendas and minutes. The District is also authorized to post this information on the district website in a manner that is easily accessible by District staff and the public, at its discretion.

8. Finance

- a) The Parties understand that this Agreement allows for the Schools to receive the District's usual funds from the State's Foundation School Program that all students within the District receive, and to receive additional Senate Bill 1882 funds for the students at the Schools ("SB 1882 Funds") due to this Partnership Agreement.
- b) For all Partnership School funds, including SB 1882 Funds, Partner will utilize the District's financial reporting policies and administrative procedures to ensure compliance with state, federal & local reporting and compliance requirements in accordance with Governmental Accounting Standards Board (GASB), Generally Accepted Accounting Principles, Generally Accepted Auditing Standards (GAAS) and Texas Education Agency Financial Accountability System Resource Guide. Nothing herein contained shall contractually require Partner to revise its financial accounting and reporting systems to adapt to the relationship herein established, or for Partner itself to maintain any such system separate from its own and the District's self-maintained such systems, except for entries which Partner policies, Partner procedures, GASB and other authorities applicable to Partner may require due to the relationship herein established.
- c) It is the intent of this Agreement that the annual budget for each Partnership School will be developed in the spring of each school year as a collaboration between Partner and the District. No later than 45 days before the end of the District's fiscal year, the District and Partner will determine the amount of per student funding available to the Partnership Schools under this Agreement for the following school year. The budgets will be determined in accordance with Section 8(k) below. In the event that the District determines that per student funding available to any of the Partnership Schools in any annual School budget will be reduced for the following school year, the District shall provide one year's written notice to Partner. The projected SB 1882 Funds and Management Fee for the first year of the partnership is described in Exhibit B.
- d) The District shall hold all Partnership Schools' funds in designated budget codes for the Partnership Schools and such funds shall only be spent in accordance with the budget adopted by Partner, in accordance with the provisions of this Agreement related to the expenditure of funds going directly to the Schools. The funds held by the District for Partner shall include state and Federal funds received by the District that are generated by the Partnership Schools students, for the purpose of operating the Schools, including the salaries of the employees assigned to the Partnership Schools, with no withholdings, except for the Partnership Schools' site-specific utilities and actual transportation costs that the District incurs, which shall be passed onto the Partnership Schools by the District.
- e) Partner will also have access to private or block grants received by it or the District to support the Partnership Schools. For any grant funds that are allocated to the Partnership Schools and not committed to district-wide programs or priorities, Partner shall have discretion regarding the manner in which such funds are spent.
- f) The Partnership Schools' funds (accounts) will be maintained in the District's General Ledger with specific accounts for the Partnership Schools through the District's automated financial accounting and reporting system. All accounts and funds shall be maintained and governed by state, federal, and local rules and guidelines regarding their use as well as in accordance with District policies and administrative procedures.
- g) The Partnership Schools cannot be funded by the District at a level less than a regular District public school, in accordance with universally applied District staffing formulas.
- h) As noted above, Partner will work together with the District in good faith toward meeting student enrollment targets through joint student recruitment efforts. In the event that enrollment targets are not

met, the District will ensure the Partnership Schools adequate funding sufficient to run the Partnership Schools' school model to a previously agreed upon dollar amount for each school year of the Agreement subject to the provisions of this Finance Section.

- i) Unspent and/or unobligated federal and state grant funding will be administered in compliance with grant funding requirements to ensure compliance with grant covenants and federal funding carryover requirements. Unspent and/or unobligated local funds will remain with the Partnership Schools. Any unspent or unobligated funds held by the Partnership Schools at the end of each fiscal year will remain designated for use at the Partnership Schools and must be directly spent at the Partnership Schools should there be funds left over at the end of the year.
  
- j) The District shall retain an administrative support fee of 2.274% of the state revenue generated by students at the Partnership Schools for certain services defined below:
  - i. Services to maintain state and Federal compliance, reporting, and other related systems, including, but not limited to, grants, student information systems, special education, accountability, and academic transcripts.
  - ii. Unified enrollment system platform and related services.
  - iii. Police and campus security services and personnel in the same manner as any other SAISD school.
  - iv. Operation and maintenance of facilities, including, but not limited to, building maintenance and repair, security equipment, capital repairs, landscaping and grounds upkeep.
  - v. Human resources and financial reporting and management systems, including, but not limited, to criminal background checks, hiring platform, compensation systems, employee benefits management, records management, payroll, budget systems, funds management, accounts payable, and purchasing systems.
  
- k) In addition to the above provisions, the Parties will annually determine the amount of per pupil funding to be available under the Agreement and available under TEC §11.174 and TEA Rule, 45 days before the start of the Schools' fiscal year or as soon as reasonably practicable. The Parties will determine a total budget of funds available for the Schools, with Partner retaining initial, final, and sole discretion (subject to applicable state law, federal and local funding regulations) of how it distributes the funds within each School's budget in accordance with state and federal policies and guidelines. The source of funds for this budget will include, but not be limited to:
  - 1) State Foundation School Program (for all students), and State Compensatory Education funds and HCF (defined above) for specific student populations such as special education, 504, English Learners, etc.
  - 2) SB 1882 Funds, which will all go to the Schools for their operation and management, except for (i) the Management Fee described in Section 9 below, (ii) the District's administrative support fee, (iii) site-specific utilities and actual transportation costs, and, if applicable (iv) non-formula staffing allocations, teacher and principal residency costs, and master teacher stipends for the Schools.
  - 3) Federal grants including Title grants, IDEA-B, National School Lunch Program, National School Breakfast and other federal and state child nutrition funds, and Charter Startup or Replication Funding available to the District.

- 4) State, Federal, and Private funding to support the District-Charter partnership including TEC §11.174.
  - 5) State, Federal, and Private block grants obtained by the District to be distributed to its students.
  - 6) Local district funds.
- l) Both Parties acknowledge and agree that the goal of this Agreement is to focus all efforts, money, assistance and aid to the Partnership Schools students and site-based staff (i.e. teachers; principal; teaching interns; etc.). Average Daily Attendance as defined by state law (“ADA”) of the Partnership Schools shall be factored into the amount of SB 1882 Funds provided to the Partnership Schools.
  - m) References to “fiscal year” in this Agreement means the annual period beginning July 1 and ending June 30.
  - n) Partner and the District’s Financial Services Department shall maintain a collaborative and working relationship.
  - o) Within 120 days after the end of the District’s fiscal year, the District shall provide Partner with a written report detailing all Partnership School funds received by the District and the expenditure of those funds as contemplated by this Agreement.
  - p) There shall be no requirement that Partner make cash expenditures of its own funds as distinguished from Partnership School funds under this Agreement, other than the costs of employment of the referenced full-time employee to oversee the Partnership Schools and except as may be explicitly stated in this Agreement.

9. Management Fee

- a) As compensation for its services hereunder, Partner shall receive a management fee (the “Management Fee”) in an amount equal to \$150,000. The Management Fee shall be paid exclusively from the SB 1882 Funds actually received by the District for the Schools. The District’s obligation to pay the Management Fee shall be contingent upon the District’s receipt of SB 1882 Funds. In the event that the District secures additional funds (e.g., grant funds) to compensate Partner for its services under this Agreement, such additional funds will offset and reduce the amount of SB 1882 Funds paid to Partner, provided that the overall amount of funds paid to Partner by the District on an annual basis will be no less than \$150,000. If the amount of SB 1882 Funds paid to Partner is reduced due to the availability of additional funds, the corresponding amount of SB 1882 Funds that is not paid to Partner will be redirected to the Schools. The Management Fee will be paid to Partner annually, pursuant to a schedule mutually agreed upon by the Parties. The projected SB 1882 Funds and Management Fee for the first year of the partnership is described in Exhibit B.
- b) If the Texas Legislature repeals or defunds Senate Bill 1882 or changes the amount of SB 1882 Funds awarded to the District on a per pupil basis, either Party may request a revision to the Management Fee. In such case, both Parties shall negotiate in good faith the terms of the Management Fee. If the Parties cannot mutually agree on a revised Management Fee within sixty days of the request for a revision, either Party shall have the right to terminate this contract.

10. Performance Contract Metrics and Annual Financial Audit

- a) The Superintendent of Schools of the District or his designee shall develop a School Performance Framework (“SPF”) by which the Partnership Schools will be evaluated in consultation with Partner. The SPF will inform District decisions related to campus replacement, restart, or closure.
- b) Partner and the Partnership Schools will be subject to SAISD board policy EL(LOCAL), which describes school performance, performance contracts, and the process for charter renewal, probation and revocation. Performance objectives may include, but not be limited to student proficiency, academic growth, and college readiness. At campuses that do not meet state accountability standards, additional objectives and timelines may be developed to adhere to TEA accountability requirements.
- c) The School Performance Framework shall inform the development and execution of tentative performance contracts for all Partnership Schools at the time a Partnership School is authorized by the Board of Trustees and incorporated into this Agreement. For any Partnership School that is a new startup school, the Superintendent or designee shall hold a conference with Partner staff and the School principal in the fall of year two of the School’s operation to establish performance baselines and set three- or five-year student achievement targets aligned to the state accountability standards and the SPF. The tentative performance contract metrics shall then be finalized, approved by the Board of Trustees, and attached to this Agreement. If any existing District school becomes a Partnership School subject to this Agreement, the Superintendent or designee shall hold a conference with Partner staff and the School principal in the fall of year one of the School’s operation to establish performance baselines and set three- or five-year student achievement targets aligned to the state accountability standards and the District’s School Performance Framework. The tentative performance contract metrics shall then be finalized, approved by the Board of Trustees, and attached to this Agreement. Board decisions related to campus charter renewal, probation, or revocation shall be based on the SPF and this Agreement.
- d) The Superintendent or designee will monitor, evaluate, and publish campus performance annually, the results of which will determine whether the charter will be placed on probation, revoked, and/or renewed on a three or five-year cycle by the Board of Trustees.
- e) The Partnership Schools’ Performance Metrics are detailed in **Exhibit A** to this Agreement. Any future changes to performance metrics will expressly require Partner’s agreement. Partner agrees to negotiate any changes to the performance contract metrics in good faith. The Partnership Schools will only be held to such performance metrics to the extent that the District holds its own schools to the metrics. If the District does not enforce the State’s accountability ratings framework for District schools, it will forfeit the right to enforce the state accountability ratings framework against the Partnership Schools. Partnership Schools that do not meet their annual academic performance goals will meet with the District’s Office of Innovation and Accountability, Research, Evaluation, and Testing Department to develop and implement documented corrective actions to improve academic performance.
- f) As required by 19 TAC 97.1075(d)(3) and SAISD Policy EL(LOCAL), Partner will complete an annual, independent financial report of Partner meeting the expectations outlined in 19 TAC 109.23 (relating to School District Independent Audits and Agreed-Upon Procedures) and submit the resulting audited annual financial report, including an unqualified audit opinion, to the District within 150 days after the close of Partner’s fiscal year. The first audit will commence after completion of the 2022 fiscal year. The District may terminate this agreement prior to the expiration date in the event that Partner receives a qualified audit opinion and fails to remedy any material underlying basis for the qualified audit opinion including, but not limited to, material errors within the audit, within 60 working days.
- g) In accordance with SAISD Policy EL(LOCAL), the Board may place on probation or revoke the charter of a Partnership School if the School:

- i. Violates a provision of applicable state or federal law, which may result, after a cure period, in revocation of the School’s charter at the conclusion of the school year;
- ii. Fails to meet the metrics set forth in the performance contract for the School’s charter after a three- or five-year review period;
- iii. At the end of two school years, is rated as “improvement required” or fails to meet state accountability standards or is at the bottom five percent in comparison to all campuses in terms of student achievement in the District based on the school performance framework; or
- iv. Fails to meet generally accepted accounting standards for fiscal management.

11. Facilities

- a) The District shall be responsible for all custodial and maintenance services for the Partnership Schools. The District will complete capital improvements for facilities owned by the District.
- b) Partner will be granted specific District campus access for the purpose of operating the Schools at the agreed-upon District campus.
- c) The District will provide the following to the Partnership Schools: facility repair and maintenance, security equipment (cameras, door card readers, etc.) and technology infrastructure at a level reasonably designed to meet the Partnership Schools’ technology requirements (Internet, phone, overhead projectors, etc.). The District will also pay property insurance costs for District facilities (see Finance and District Services sections of the Agreement) and Partner will be a named additional insured on all such insurance policies, or any program of self-insurance, reinsurance policies, or risk pool participation that covers losses of or damages to real property and structures owned by the District. The District is not responsible for insuring any personal property owned by Partner or the Partnership Schools.
- d) By April 1 of each school year, Partner shall have access to any school buildings proposed to be utilized by Partnership Schools for the following school year. The District will make any required repairs, as determined by Partner and the District, before Partner takes possession of the school.
- e) The District will give Partner access to records in the District’s possession on the condition of the facility and maintenance and any capital improvements completed at the facility.
- f) The District shall be responsible for ensuring the Partnership Schools maintain E-Occupancy from the City of San Antonio, are suitable and fit for school use, and satisfy applicable ADA accessibility requirements and any mandated school security requirements.

12. District Services

- a) The District will provide the following services at no cost to the Partnership Schools:
  - i. Child Nutrition Program and Food Services as a pass-through. The District will remain the Contracting Entity and School Food Authority for all purposes and Partner will have no liability or responsibility for compliance with federal or state Child Nutrition guidelines or legal requirements. Partner and the District’s Food and Child Nutrition Services division will maintain a collaborative and working relationship.
  - ii. Disciplinary Alternative Education Programs (DAEP), in the event that such programs should be necessary.

- iii. Related services for special education, Section 504, dyslexia, dysgraphia, hearing, vision, orientation and mobility, assistive technology, adaptive equipment, speech, psychology, orientation and mobility, reading, adaptive physical education, and occupational and physical therapy. Partner and the District's Special Education Department will maintain a collaborative and working relationship.
  - iv. Technology infrastructure and maintenance services at the Schools. Partner and the District's Technology and Management Information Systems division will maintain a collaborative and working relationship.
  - v. Software licenses as required.
- b) If the parties mutually agree to modify the services provided by the District, either at no cost to Partner or as a modification to the administrative support fee, the parties must revise this Agreement accordingly.

13. Best Practices

- a) Partner will participate in Partner Convenings and other regularly occurring meetings established by the District for Senate Bill 1882 partnerships.
- b) A key goal of this Agreement will be to share best practices so that Partner and the District learn from each other in the pursuit of improved educational outcomes and to close the achievement gap. Both Parties will share academic and operational data on a regular basis and work collaboratively in a spirit of continuous improvement.

14. Representations; Warranties and Covenants

Each of the Parties represents, warrants and covenants to the other Party that:

- i. it has all the requisite power and authority necessary to execute and deliver this Agreement and to perform its respective obligations hereunder (subject to TEA approval);
- ii. it agrees to conduct its business in compliance with all applicable local, state, federal laws and regulations, and this Agreement.

15. Trademarks; School Materials; Ownership and Use; New Intellectual Property

- a) Intellectual Property. Each of the Parties shall retain ownership of the intellectual property it owned prior to the Effective Date of this Agreement, including without limitation all trademarks, service marks, logo marks, trade dress, domain names, works of authorship, copyrightable works, computer programs, software, databases, trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by the District for the Schools shall be owned by the District, and any materials created exclusively by Partner for the Partnership Schools shall be owned by Partner. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.
- b) Licensed Trademarks. During the term of this Agreement, Partner retains all rights to its trademarks, service marks, proprietary slogans and logos (such trademarks, service marks, slogans and logos, collectively, the "Licensed Trademarks"), but will grant to the Partnership Schools a non-exclusive license to use the Licensed Trademarks, including use on school-related clothing and materials, in connection with School Services. As used herein, "School Services" means the furnishing of educational and related services to students and operating the Schools. District understands and

acknowledges that The Board of Regents of the University of Texas System owns all rights to the name, logos, and symbols of UTSA, and any alteration of the UTSA logo or additional use of university marks not herein specified by the District must have prior written approval of UTSA.

- c) School Materials. During the term of this Agreement, Partner grants to the Partnership Schools a non-exclusive license to use Partner's proprietary curriculum materials, including scope, sequence, standards, do-nows, PBL units, exit tickets, exams, assessments, progress reports and other materials ("Licensed Curriculum Materials"). For the avoidance of doubt, the Parties acknowledge and agree that all instructional materials purchased or developed by the District for use by the Partnership Schools ("Instructional Materials"), and all furnishings and equipment of the Partnership Schools, other than those provided by Partner), are the sole property of the District and that such Instructional Materials shall not constitute Licensed Curriculum Materials.
- d) Quality Control
- i. To protect and preserve the strength of the Licensed Trademarks and the associated goodwill, the nature and the quality of the services provided by the Partnership Schools under the Licensed Trademarks and the Partnership Schools' use of the Licensed Trademarks shall conform to the standards of quality maintained by other district schools utilizing Licensed Trademarks. Without limiting the foregoing, the Partnership Schools shall use the Licensed Trademarks only in the form and manner and with appropriate legends as prescribed from time to time by Partner and will not use any other trademark or service mark in combination with the Licensed Trademarks without prior written approval of Partner.
  - ii. The Partnership Schools shall use the Licensed Curriculum Materials in connection with curricular systems and educational programs provided and supported by Partner that shall equal or exceed the standard of quality of Choice Schools utilizing Licensed Trademarks.
  - iii. Partner shall assist the Partnership Schools if necessary and as reasonably requested, in maintaining the quality standards set out in clauses i and ii above.
- e) Intellectual Property Ownership. The District acknowledges that it will not obtain any ownership interest in the Licensed Trademarks or Licensed Curriculum Materials, regardless of how long this Agreement remains in effect and regardless of any reason or lack of reason for the termination thereof. The District shall not knowingly dilute or disparage the Licensed Trademarks. The District agrees that any and all goodwill associated with the use by the Partnership Schools of the Licensed Trademarks shall inure to the sole benefit of Partner. The District further agrees that any and all intellectual property rights in any improvements or modifications to the curriculum materials or in any new curriculum materials and related materials or content which are created, or provided to the Partnership Schools, by or on behalf of the Partnership Schools during the term of this Agreement (collectively, "New Curriculum Materials") will also be owned by Partner, but Partner hereby grants to the Partnership Schools a non-exclusive license to use the New Curriculum Materials in connection with the School Services during the term of this Agreement. Any New Curriculum Materials created by Partner or the Partnership Schools employees are not works for hire and the District shall have no property rights to any such work created or derivative work. Any and all intellectual property rights in (i) any improvements or modifications to the Licensed Curriculum Materials or New Curriculum Materials, (ii) any new curriculum materials and related materials or content, in the case of (i) or (ii) created by the Partnership Schools (including, as between Partner and the Partnership Schools, the teaching staff, supervisory and other personnel employed by the School) during the term of this Agreement; (iii) any Instructional Materials (collectively, the Partnership Schools') will be owned by the Partnership Schools but the District hereby grants to the Partnership Schools, subject to any limitations on its ownership rights in Instructional Materials, a non-exclusive, perpetual royalty-free license to use the Partnership Schools' Intellectual Property in connection with School Services provided by Partner to the Partnership Schools under its management whether during or after the term

of this Agreement; provided however, that nothing shall obligate the Partnership Schools to update or support the Partnership Schools' Intellectual Property following the termination of this Agreement. Partner shall only use the Partnership Schools' Intellectual Property in connection with School Services provided by Partner to the Partnership Schools under its management in a manner that is consistent with Applicable Law, including data privacy laws.

- f) Use of Intellectual Property Following Termination. Upon the end of this Agreement, the Partnership Schools and the District shall cease any further use of the Licensed Trademarks, Licensed Curriculum Materials, and New Curriculum Materials including any improvements or modifications to the Licensed Curriculum Materials or New Curriculum Materials. Notwithstanding the foregoing, should the Partnership Schools be unable, despite diligent efforts on its part, to obtain and substitute other curriculum materials to replace some or all of the Licensed Curriculum Materials or New Curriculum Materials in sufficient time for the next school term commencing after the end of the Agreement, then the Partnership Schools may continue to use those portions of the curriculum materials and New Curriculum Materials which it was unable to replace for a maximum of one school year following expiration or termination of this Agreement, *it being understood* that (i) Partner shall provide no updates or other support for such materials, (ii) the Partnership Schools shall, to the extent practical, remove any Licensed Trademarks or other marks identifying such materials as part of the Partnership Schools' curricular program, and (iii) the Partnership Schools shall cease use of such materials as soon as practical but in no event later than the end of the school year immediately following the end of this Agreement.

## 16. Term & Termination

- a) This term of this Agreement shall begin on July 1, 2021 and end on June 30, 2026 (the "Initial Term"), unless terminated pursuant to its terms.
- b) The District may only terminate this Agreement, as described below, after a vote of the full board with an opportunity for notice and comment and appropriate due process, as described below. Any termination by the District may only be approved by a 70% vote of the full Board, which means 5 affirmative votes out of 7 board members.
- c) The District may terminate this Agreement prior to the expiration date if two or more Partnership Schools:
- i. Fail to meet generally accepted accounting standards for fiscal management, following written notice from the District and a 60-day opportunity to cure;
  - ii. Fail to meet the metrics set forth in those Schools' performance contracts after a three- or five-year review period;
  - iii. Are rated as "improvement required" or otherwise fail to meet state accountability standards after their second school year in operation; or
  - iv. Are in the bottom five percent in comparison to all District campuses based on the District's School Performance Framework after their second school year in operation.
- d) In accordance with 19 Texas Administrative Code section 97.1075(d)(5), due process will be afforded Partner as follows:
- i. A requirement of a public hearing at least 30 days prior to any action to terminate this Agreement when Partner has successfully met the performance expectations and goals described in this agreement; and

- ii. A requirement of a public hearing at least 30 days prior to any action to extend this Agreement when Partner has failed to successfully meet the performance expectations and goals described in this agreement.
- e) Following the Initial Term, the term of this Agreement may be extended by agreement of the Parties (as reflected in each case in a written renewal agreement) for successive five-year periods (each a “Renewal Term”).
- f) This Agreement may be terminated at any time prior to its expiration date by the Parties, with or without cause, upon mutual written consent.
- g) This Agreement may be terminated prior to its expiration date by the District if the District delivers a written notice of termination (including the reasons therefor) to Partner, in the event that (i) Partner commences any case or proceeding, or files any petition in bankruptcy, or for reorganization, liquidation or dissolution, or has been adjudicated insolvent or bankrupt, or applies to any tribunal for a receiver, intervener, conservator or trustee for itself or for any substantial part of its property, (ii) an administrative or judicial body has suspended or revoked any license which may be required for Partner to carry on its business and perform its obligations under this Agreement other than for technical paperwork violations, (iii) Partner violates any material provision of law with respect to the Partnership Schools from which the Partnership Schools were not specifically exempted, (iv) Partner is found by a court of competent jurisdiction, or other lawful authority to have made fraudulent use of the Partnership Schools’ funds, (v) Partner breaches any of the material terms and conditions of this Agreement, *provided* Partner has not cured the breach within sixty (60) District work days from receipt of a notice of breach from the District; or (vi) Partner receives a qualified audit opinion and fails to remedy any material underlying basis for the qualified audit opinion including, but not limited to, material errors within the audit, within 60 working days. The notice of termination shall be delivered at least one hundred twenty (120) days prior to the date of termination and shall be effective at the close of the school year in which such notice is issued.
- h) In the event the District terminates the Agreement for a reason outside of the defined material terms and conditions of this Agreement, not including section 19(r), then the District’s termination under this paragraph can only take effect at the end of the school year following the District’s Board of Trustees providing 180 days prior written notice. By way of example, if there are 179 days left in the current school year when written notice is given, the termination would not be effective until the end of the next school year. The District shall compensate Partner for all actual costs incurred by Partner related to the District’s exiting the Agreement, including, but not limited to, the loss of the Management Fee for the Partnership Schools for a period of two years, the cost of leasing of a separate facility in Bexar County (if any), limited to the market value of the current leased or District provided premises, incurred by Partner for a period of two years, and any other personnel or operational costs incurred by Partner as a result of the termination. The District agrees that such compensation is not a penalty or meant to be punitive and hereby waives and agrees it will not assert any defense that this compensation is a penalty or meant to be punitive to invalidate this compensation.
- i) This Agreement may be terminated prior to its expiration date by Partner if it delivers a written notice of termination (including the reasons therefor) to the District, at least ninety (90) days prior to the intended Termination Date, in the event that (i) the District materially breaches any of the material terms and conditions of this Agreement, *provided* the District has not cured the breach within thirty (30) District working days from receipt of a notice of breach from Partner, (ii) the District takes any action which materially interferes with the ability of Partner or the Partnership Schools to provide services under this Agreement, (iii) the District’s leadership, the Superintendent, or a majority of the School Board oppose the continuation of this Agreement or oppose the idea of a cooperative working relationship between the District and charters as provided for in this Agreement, (iv) the District, unreasonably and without proper cause, revokes any of the Partnership Schools’ Charters, or (v) Partner chooses to terminate this Agreement, at its sole discretion, at the end of any school year in which any of the Partnership Schools’

in-district charters are being evaluated for renewal, probation, or termination, in accordance with SAISD Board Policy EL(LOCAL). Any termination by Partner pursuant to this Section shall be effective as of the end of the then-current school year, *provided* that Partner and the District shall endeavor to establish a transition plan for withdrawal of Partner and its replacement by another partner organization or internal District personnel, as determined by the Partnership Schools, within a shorter period of time to the extent practicable and in the best interests of the Partnership Schools students.

- j) Upon termination of this Agreement, whether with or without cause (other than pursuant to clauses 16(f) and (i) above), Partner 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. To the extent this Agreement is terminated as permitted, then such termination shall be without liability to any Party or to any affiliate, shareholder, trustee, director, officer or representative of such Party, and following such termination no Party shall have any liability under this Agreement or relating to the transactions contemplated by this Agreement other than in this Section; *provided* that no such termination shall relieve any Party from liability in respect of breaches by such Party prior to such termination.

17. Indemnification; Insurance

- a) To the greatest extent allowed by Texas Law, the District shall indemnify and hold harmless Partner, its affiliates, subsidiaries, trustees, directors, officers, agents, servants, and employees (each, an “Indemnitee”), from and against any and all damages, claims, liability, losses and expenses incurred by any Indemnitee in respect of, arising out of, or involving, a claim made by any third-party against any Indemnitee resulting from or arising in connection with any advice, guidance, act or omission on the part of the District, its trustees, directors, officers, directors, agents, servants or employees, whether in connection with the services or support functions to be provided under this Agreement or activities undertaken by the District on behalf of other schools, *excluding, however*, any liability resulting from or arising in connection with (i) actions taken by the District at the express request or direction of Partner, (ii) any advice, guidance, acts or omissions by the District premised on a misrepresentation or failure to disclose information when under an obligation to do so by the person or entity seeking indemnification, or (iii) any liability to the extent arising as a result of negligence, intentional tort, fraud or criminal conduct on the part of Partner or any of its trustees, officers, agents, or employees.
- b) If a third party claim is made against an Indemnitee, that does not include a claim for liability resulting from or arising in connection with (i) actions taken by the District at the express request or direction of Partner, (ii) any advice, guidance, acts or omissions by the District premised on a misrepresentation or failure to disclose information when under an obligation to do so by the person or entity seeking indemnification, or (iii) any liability to the extent arising as a result of negligence, intentional tort, fraud or criminal conduct on the part of Partner or any of its trustees, officers, agents or employees, then such Indemnitee shall give written notice to the District of such claim as soon as reasonably practicable after such Indemnitee has received notice thereof (provided that failure to give timely notice shall not limit the indemnification obligations of the District hereunder except to the extent that the delay in giving, or failure to give, such notice has materially prejudiced the ability of the District to defend the claim). The District shall defend such claim, at the District’s own expense or through its insurance as applicable and with counsel selected by the District and reasonably satisfactory to such Indemnitee, provided that an Indemnitee shall at all times also have the right to fully participate in the defense at its own expense unless the Indemnitee and the District reasonably determine that representation of Indemnitee and the District by the same counsel would materially prejudice the interest of District or the Indemnitee; provided that the District will only be responsible under such circumstances for the expenses of a single additional counsel for all Indemnitees). If the District shall fail to commence a defense against such claim within thirty (30) days after notice thereof shall have been given by an Indemnitee to the District or if the District shall not diligently pursue such defense, such Indemnitee shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business

judgment), the claim on behalf, for the account, and at the risk and expense (including the payment of reasonable attorneys' fees of such Indemnitee regardless of whether the Indemnitee prevails against the third party claim) of the District. If the District assumes the defense of such claim, the obligation of the District hereunder as to such claim shall include taking all reasonably necessary steps in the defense of such claim.

- c) The District shall not consent to the entry of any judgment or settle or compromise any third party demands, claims, actions, suits or proceedings for which an Indemnitee has sought indemnification from the District and for which Indemnitee has not been fully released unless it shall have given such Indemnitee not less than fifteen (15) days' prior written notice of the proposed consent, settlement or compromise, and afforded such Indemnitee an opportunity to consult with the District regarding the proposed consent, settlement or compromise, and shall not consent to the entry of any judgment or enter into any settlement or compromise without the approval of such Indemnitee. An Indemnitee shall not unreasonably withhold or delay its approval of a proposed consent, settlement or compromise. In determining whether to give its approval, an Indemnitee may consider whether the proposed consent, settlement or compromise includes as an unconditional term thereof the giving by the claimant to such Indemnitee of a release from all liabilities and obligations of whatever kind or nature in respect of such claim except the liabilities and obligations satisfied by the District. If the Indemnitee unreasonably withholds its approval of a proposed consent settlement or compromise, and shall not consent to the entry of any judgment or enter into any settlement or compromise that provides the Indemnitee with a release from all liabilities and obligations of whatever kind or nature in respect of such claim except the liabilities and obligations satisfied by the District, Indemnitee shall continue its defense at its own cost and the District is not required to provide any additional amounts above the proposed consent settlement or compromise in any subsequent consent, settlement, judgment or compromise negotiated by Indemnitee.
- d) The rights to indemnification and reimbursement provided by, or granted pursuant to, this Section shall continue as to an Indemnitee who has ceased to be a trustee, director, officer, agent, servant or employee of Partner (or any other person indemnified hereunder) but only for claims based upon events that occurred while the Indemnitee was a trustee, director, officer, agent, servant or employee of Partner. The provisions of this Section shall be a contract between the District, on the one hand, and each Indemnitee who served at any time while this Section is in effect in any capacity entitling such Indemnitee to indemnification hereunder, on the other hand, pursuant to which the District and each such Indemnitee intend to be legally bound. No repeal or modification of this Section shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon such state of facts.
- e) The District agrees to request from its insurance carriers that Partner be added as an additional named insured on any District held policies of insurance related to transportation or general liability. The District will provide Partner with a copy of each insurance policy, indicating Partner as an additional insured, within 10 business days of receipt of documentation from the District's insurance carriers. The District will also notify Partner of any policy change and provide Partner with updated records upon any changes in coverage.

18. No Waiver of Immunity

- a) Nothing contained in this Agreement shall be read to waive the immunity granted by TEC, Chapter 22, Subchapter B, and TEC, Chapter 12, Subchapter C. Notwithstanding the above, the Parties acknowledge, stipulate and agree that this Agreement is a contract for goods and services subject to Chapter 271, Subchapter I of the Texas Local Government Code in that Partner is providing goods and services to the District and that the District is also providing goods and services to Partner that this Agreement is duly authorized and properly executed by both the District and Partner and that immunity is waived, to the

extent set forth in Chapter 271, Subchapter I of the Texas Local Government Code, as between Partner and the District for purposes of adjudicating any future claim for breach of this contract.

19. Miscellaneous

- a) All communications and notices relating to this Agreement are to be delivered in writing, with confirmation of delivery, to the following address or to such other address as either party may designate from time to time:

If to District, to:

Mr. Pedro Martinez  
Superintendent  
141 Lavaca  
San Antonio, TX 78210  
Telephone: (210) 554-2200  
Facsimile: (210) 228-3102  
Email: pmartinez1@saisd.net

With a copy to:

Mohammed Choudhury  
Chief Innovation Officer  
141 Lavaca  
San Antonio, TX 78210  
Telephone: (210) 554-2200  
Facsimile: (210) 228-3102  
Email: mchoudhury1@saisd.net

With a copy by e-mail to:

Pablo Escamilla  
Escamilla & Poneck, LLP  
700 N. St. Mary's St., Suite 850  
San Antonio, TX 78205  
Telephone: 210-503-4116  
Facsimile: 210-225-0041  
Email: pescamilla@escamillaponeck.com

If to Partner, to:

Dr. David Thompson  
Department of Educational Leadership & Policy Studies  
The University of Texas at San Antonio  
501 W. César Chávez Blvd.  
San Antonio, Texas 78207  
Telephone: 210.458.6821  
Fax: 210.458.5848  
Email: David.thompson@utsa.edu

With a copy to:

Dr. Belinda Flores  
Associate Dean for Professional Preparation and Partnerships  
The University of Texas at San Antonio  
One UTSA Circle  
San Antonio, TX 78249  
Telephone: 210-458-4370  
Email: belinda.flores@utsa.edu

With a copy by e-mail to:

Natalee Marion  
Associate Counsel  
The University of Texas at San Antonio  
Office of Legal Affairs  
One UTSA Circle,  
San Antonio, TX 78249-3209  
Telephone: (210) 458-4105  
Email: Natalee.marion@utsa.edu

- b) In the event that any provision of this Agreement or the application hereof to either Party or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to either Party or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.
- c) Neither Party will be the agent of the other Party except to the extent otherwise specifically provided by this Agreement. Neither Party has the express nor implied authority to bind the other Party to any contractual duty other than what is specifically stated in this Agreement. Furthermore, both Parties shall represent to third parties and shall disclaim to such third parties, the extent of that Party's binding authority, which must be approved by the Parties' respective governing boards held in accordance with the Texas Open Meetings Act (appearing in minutes of such meeting) and as agreed to in writing by the Parties.
- d) The failure by either Party hereto to insist upon or to enforce any of its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of such Party's right to insist upon strict compliance with the provisions hereof. No delay in exercising any right, power or remedy created hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by any Party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.
- e) Neither Party is a division, subsidiary, affiliate, or any part of the other Party, nor has the right or authority to exercise any common control of any other Party. Nothing herein shall be construed to create a partnership or joint venture by or between the District and the OP.
- f) Partner and/or the Partnership Schools' governing body shall remain independent of the District. Both Partner and the Schools' governing bodies are not and shall not be comprised of any members of the

District's Board of Trustees, the District's Superintendent, or any staff member responsible for granting this Agreement.

- g) This Agreement shall not be changed, modified or amended nor shall a waiver of its terms or conditions be deemed effective except by a writing signed by the Parties hereto.
- h) The Parties hereto acknowledge that the management of the Partnership Schools by third parties is an area presenting numerous legal uncertainties and ambiguities, and that the arrangements contemplated by this Agreement are new and unique and in light of these factors agree to work together in good faith to resolve in a manner consistent with the spirit and intent of the relationship created hereby, any new or unforeseen issues which arise in carrying out the terms of this Agreement.
- i) This Agreement may not be assigned (whether by operation of law, merger, or otherwise) by either Party without the prior written consent of the other Party. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and permitted assigns of the respective Parties hereto.
- j) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflicts of law rules thereof.
- k) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Electronic copies shall be treated as originals.
- l) Except as expressly provided in this Agreement, each of the Parties hereto shall bear its own costs and expenses incurred in connection with the negotiation, execution and delivery of this Agreement.
- m) This Agreement does not confer any rights or remedies upon any person or entity, other than the Parties hereto and their respective successors and permitted assigns.
- n) Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement, and all references to Articles and Sections refer to articles and sections of this Agreement, all references to "including" or any variation thereof will be construed as meaning "including without limitation" and all references to Exhibits, Schedules or Appendices are to Exhibits, Schedules or Appendices attached to this Agreement, as amended pursuant to this Agreement from time to time, each of which is made a part of this Agreement for all purposes. All headings and captions contained in this Agreement are inserted for convenience only and shall not be deemed a part of this Agreement. The Annexes are considered a part of this Agreement. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if". The sign "\$" when used in this Agreement means the lawful money of the United States of America.
- o) Where any provision in this Agreement refers to action to be taken by any person or entity, or which such person or entity is prohibited from taking, such provision will be applicable whether such action is taken directly or indirectly by such person or entity.
- p) This 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, written, implied or expressed, relating to such subject matter.

- q) This Agreement is hereby deemed performable entirely in Bexar County, Texas. Mandatory and exclusive venue for any lawsuit or adjudicatory proceeding brought by either party to the contract shall be in Bexar County, Texas. The provisions of this paragraph do not waive any sovereign immunity for the District or Partner.
- r) Partner is solely responsible for compliance with the obligations assumed by or assigned to the Partnership Schools. Except as otherwise provided herein, District shall not be responsible for any penalties levied for Partner's failure to comply with the obligations assumed by or assigned to the Partnership Schools, except to the extent the penalty is due to the action or inaction of a District employee. The District may terminate the Agreement should there be a challenge or attempt to involve the District.
- s) Partner will have discretion as to whether it will open and operate additional schools; however, Partner and the Superintendent for the District must mutually agree when and which additional schools will be opened within the District.
- t) This Agreement requires Partner to comply with specific District policies, including but not limited to EL(LOCAL), FD(LOCAL), and FDB(LOCAL). To ensure Partner's ability to comply with such policies, the District will inform each School principal regarding any changes to such policies within 30 days after the SAISD Board approves such changes. The District will also utilize the in-district charter school or Innovation Zone advisory council to inform Partner regarding upcoming policy changes.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

*Signature page for the Partnership Agreement between San Antonio Independent School District and University of Texas at San Antonio.*

DISTRICT:

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Patti Radle  
President, San Antonio ISD Board of Trustees

By: \_\_\_\_\_  
Pedro Martinez  
Superintendent, San Antonio ISD

Partner:

**UNIVERSITY OF TEXAS AT SAN ANTONIO**

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

**EXHIBIT A – School Performance Contracts**

|     |   |
|-----|---|
| A-1 | James Bonham Academy                    |
| A-2 | Mark Twain Dual Language Academy        |
| A-3 | Washington Irving Dual Language Academy |

**Exhibit A-1**

**Bonham Academy – In-District Charter Performance Contract**

This performance contract is subject to Texas Education Code Chapter 39 (regarding state accountability), 19 TAC §1075 (regarding partnership performance contracts), SAISD Board Policy EL(LOCAL), and the Partnership Agreement.

**I. Academic Excellence.** Objective: Academic performance will meet or exceed local and state standards.

Performance Measure 1 (Campus Overall Rating) is the most important metric in the Academic Excellence section for assessing the academic success of all in-district charter schools. The other performance metrics in this section serve as guideposts to enable the school to achieve its overall rating. A school will be considered as having met the Academic Excellence measure if they meet the overall rating in Performance Measure 1.

**Performance Measure 1: Campus Overall Rating**

| School Year           | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|-----------------------|-----------------------|---------|---------|---------|---------|---------|
| <b>Overall Rating</b> | D                     | C       | C       | B       | B       | A       |

**Performance Measure 2: Student Achievement Domain**

| School Year                  | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|------------------------------|-----------------------|---------|---------|---------|---------|---------|
| <b>Domain Rating</b>         | D                     | C       | C       | C       | C       | C       |
| <b>STAAR/EOC Performance</b> | 40%                   | 42%     | 44%     | 46%     | 48%     | 50%     |

**Performance Measure 3: Progress Domain**

| School Year                           | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---------------------------------------|-----------------------|---------|---------|---------|---------|---------|
| <b>Domain Rating</b>                  | D                     | C       | B       | B       | B       | A       |
| <b>STAAR/EOC Growth</b>               | 63%                   | 73%     | 75%     | 78%     | 81%     | 85%     |
| <b>STAAR/EOC Relative Performance</b> | 40%                   | 42%     | 44%     | 46%     | 48%     | 50%     |

#### Performance Measure 4: Closing the Gap Domain

| School Year                                | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|--|-----------------------|---------|---------|---------|---------|---------|
| Domain Rating                              | C                     | C       | C       | C       | B       | B       |
| Academic Achievement<br>(% Indicators Met) | 42%                   | 42%     | 50%     | 50%     | 66%     | 83%     |
| Academic Growth<br>(% Indicators Met)      | 50%                   | 67%     | 83%     | 91%     | 100%    | 100%    |
| Student Success<br>(% Indicators Met)      | 11%                   | 25%     | 37%     | 50%     | 62%     | 87      |
| English Language Proficiency               | Met                   | Met     | Met     | Met     | Met     | Met     |

#### II. Organizational Strength

| Objective   | Metric  |
|---|---|
| School leadership will further the school mission, program, and goals and will act strategically to ensure adequacy, alignment, and coherence of actions. | <ul style="list-style-type: none"> <li>Fulfill the education plan and programs outlined in the campus charter, in accordance with Tex. Educ. Code Sec. 12.059(1).</li> <li>Overall score on the district-wide teacher survey that meets or exceeds the district average.</li> </ul> |
| Provide quality educational programs that enable all students to achieve academically and socially.   | <ul style="list-style-type: none"> <li>Average daily student attendance rate of at least 95%.</li> <li>Student attrition rate of at least 10%.</li> </ul>   |
| Meaningfully engage families to establish and maintain positive relationships between school and home.  | <ul style="list-style-type: none"> <li>Overall score on the district-wide parent survey that meets or exceeds the district average.</li> </ul>  |

#### III. Financial Health

| Objective  | Metric   |
|--|--|
| The Partner and School will be well-run, financially healthy organizations capable of achieving long-term success. | <ul style="list-style-type: none"> <li>As required by 19 TAC 97.1075(d)(3), the Partner will annually receive an independent, unqualified audit opinion.</li> <li>School will demonstrate effective fiscal management by following district policies and procedures and applicable state and federal law related to the spending, budgeting, and reporting of any district or campus funds.</li> </ul> |

**Exhibit A-2**

**Irving Dual Language Academy – In-District Charter Performance Contract**

This performance contract is subject to Texas Education Code Chapter 39 (regarding state accountability), 19 TAC §1075 (regarding partnership performance contracts), SAISD Board Policy EL(LOCAL), and the Partnership Agreement.

**I. Academic Excellence.** Objective: Academic performance will meet or exceed local and state standards.

Performance Measure 1 (Campus Overall Rating) is the most important metric in the Academic Excellence section for assessing the academic success of all in-district charter schools. The other performance metrics in this section serve as guideposts to enable the school to achieve its overall rating. A school will be considered as having met the Academic Excellence measure if they meet the overall rating in Performance Measure 1.

**Performance Measure 1: Campus Overall Rating**

| School Year           | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|-----------------------|-----------------------|---------|---------|---------|---------|---------|
| <b>Overall Rating</b> | No rating             | C       | C       | C       | B       | B       |

**Performance Measure 2: Student Achievement Domain**

| School Year                  | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|------------------------------|-----------------------|---------|---------|---------|---------|---------|
| <b>Domain Rating</b>         | No rating             | C       | C       | C       | B       | B       |
| <b>STAAR/EOC Performance</b> | N/A                   | 42%     | 44%     | 48%     | 53%     | 54%     |

**Performance Measure 3: Progress Domain**

| School Year                           | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---------------------------------------|-----------------------|---------|---------|---------|---------|---------|
| <b>Domain Rating</b>                  | No rating             | C       | C       | B       | B       | B       |
| <b>STAAR/EOC Growth</b>               | N/A                   | 69%     | 71%     | 73%     | 75%     | 77%     |
| <b>STAAR/EOC Relative Performance</b> | N/A                   | 42%     | 44%     | 48%     | 53%     | 54%     |

## Performance Measure 4: Closing the Gap Domain

| School Year  | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|--|-----------------------|---------|---------|---------|---------|---------|
| <b>Domain Rating</b>                               | No rating             | C       | C       | C       | C       | C       |
| <b>Academic Achievement<br/>(% Indicators Met)</b> | N/A                   | 40%     | 40%     | 50%     | 60%     | 70%     |
| <b>Academic Growth<br/>(% Indicators Met)</b>      | N/A                   | 50%     | 50%     | 60%     | 70%     | 80%     |
| <b>Student Success<br/>(% Indicators Met)</b>      | N/A                   | 30%     | 30%     | 40%     | 60%     | 70%     |
| <b>English Language Proficiency</b>                | N/A                   | Met     | Met     | Met     | Met     | Met     |

## II. Organizational Strength

| Objective   | Metric  |         |     |         |     |         |     |         |     |         |     |
|---|---|---------|-----|---------|-----|---------|-----|---------|-----|---------|-----|
| School leadership will further the school mission, program, and goals and will act strategically to ensure adequacy, alignment, and coherence of actions. | <ul style="list-style-type: none"> <li>Fulfill the education plan and programs outlined in the campus charter, in accordance with Tex. Educ. Code Sec. 12.059(1).</li> <li>Overall score on the district-wide teacher survey that meets or exceeds the district average.</li> </ul>   |         |     |         |     |         |     |         |     |         |     |
| Provide quality educational programs that enable all students to achieve academically and socially.   | <ul style="list-style-type: none"> <li>Average daily student attendance rate of at least 95%.</li> <li>Student attrition rates as follows: <table border="1" data-bbox="764 1241 1024 1423"> <tbody> <tr> <td>2021-22</td> <td>15%</td> </tr> <tr> <td>2022-23</td> <td>15%</td> </tr> <tr> <td>2023-24</td> <td>10%</td> </tr> <tr> <td>2024-25</td> <td>10%</td> </tr> <tr> <td>2025-26</td> <td>10%</td> </tr> </tbody> </table> </li> </ul> | 2021-22 | 15% | 2022-23 | 15% | 2023-24 | 10% | 2024-25 | 10% | 2025-26 | 10% |
| 2021-22   | 15%   |         |     |         |     |         |     |         |     |         |     |
| 2022-23   | 15%   |         |     |         |     |         |     |         |     |         |     |
| 2023-24   | 10%   |         |     |         |     |         |     |         |     |         |     |
| 2024-25   | 10%   |         |     |         |     |         |     |         |     |         |     |
| 2025-26   | 10%   |         |     |         |     |         |     |         |     |         |     |
| Meaningfully engage families to establish and maintain positive relationships between school and home.  | <ul style="list-style-type: none"> <li>Overall score on the district-wide parent survey that meets or exceeds the district average.</li> </ul>  |         |     |         |     |         |     |         |     |         |     |

## III. Financial Health

| Objective  | Metric   |
|--|--|
| The Partner and School will be well-run, financially healthy organizations capable of achieving long-term success. | <ul style="list-style-type: none"> <li>As required by 19 TAC 97.1075(d)(3), the Partner will annually receive an independent, unqualified audit opinion.</li> <li>School will demonstrate effective fiscal management by following district policies and procedures and applicable state and federal law related to the spending, budgeting, and reporting of any district or campus funds.</li> </ul> |

**Exhibit A-3**

**Twain Dual Language Academy – In-District Charter Performance Contract**

This performance contract is subject to Texas Education Code Chapter 39 (regarding state accountability), 19 TAC §1075 (regarding partnership performance contracts), SAISD Board Policy EL(LOCAL), and the Partnership Agreement.

**I. Academic Excellence.** Objective: Academic performance will meet or exceed local and state standards.

Performance Measure 1 (Campus Overall Rating) is the most important metric in the Academic Excellence section for assessing the academic success of all in-district charter schools. The other performance metrics in this section serve as guideposts to enable the school to achieve its overall rating. A school will be considered as having met the Academic Excellence measure if they meet the overall rating in Performance Measure 1.

**Performance Measure 1: Campus Overall Rating**

| School Year           | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|-----------------------|-----------------------|---------|---------|---------|---------|---------|
| <b>Overall Rating</b> | A                     | A       | A       | A       | A       | A       |

**Performance Measure 2: Student Achievement Domain**

| School Year                  | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|------------------------------|-----------------------|---------|---------|---------|---------|---------|
| <b>Domain Rating</b>         | A                     | A       | A       | A       | A       | A       |
| <b>STAAR/EOC Performance</b> | 68%                   | 68%     | 68%     | 70%     | 70%     | 72%     |

**Performance Measure 3: Progress Domain**

| School Year                           | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---------------------------------------|-----------------------|---------|---------|---------|---------|---------|
| <b>Domain Rating</b>                  | A                     | A       | A       | A       | A       | A       |
| <b>STAAR/EOC Growth</b>               | 76%                   | 76%     | 76%     | 78%     | 78%     | 80%     |
| <b>STAAR/EOC Relative Performance</b> | 68%                   | 68%     | 68%     | 70%     | 70%     | 72%     |

#### Performance Measure 4: Closing the Gap Domain

| School Year  | 2018-19<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|--|-----------------------|---------|---------|---------|---------|---------|
| <b>Domain Rating</b>                               | A                     | A       | A       | A       | A       | A       |
| <b>Academic Achievement<br/>(% Indicators Met)</b> | 100%                  | 100%    | 100%    | 100%    | 100%    | 100%    |
| <b>Academic Growth<br/>(% Indicators Met)</b>      | 100%                  | 100%    | 100%    | 100%    | 100%    | 100%    |
| <b>Student Success<br/>(% Indicators Met)</b>      | 100%                  | 100%    | 100%    | 100%    | 100%    | 100%    |
| <b>English Language Proficiency</b>                | Met                   | Met     | Met     | Met     | Met     | Met     |

#### II. Organizational Strength

| Objective   | Metric  |
|---|---|
| School leadership will further the school mission, program, and goals and will act strategically to ensure adequacy, alignment, and coherence of actions. | <ul style="list-style-type: none"> <li>Fulfill the education plan and programs outlined in the campus charter, in accordance with Tex. Educ. Code Sec. 12.059(1).</li> <li>Overall score on the district-wide teacher survey that meets or exceeds the district average.</li> </ul> |
| Provide quality educational programs that enable all students to achieve academically and socially.   | <ul style="list-style-type: none"> <li>Average daily student attendance rate of no less than 95%.</li> <li>Annual student attrition rate of no more than 10%.</li> </ul>  |
| Meaningfully engage families to establish and maintain positive relationships between school and home.  | <ul style="list-style-type: none"> <li>Overall score on the district-wide parent survey that meets or exceeds the district average.</li> </ul>  |

#### III. Financial Health

| Objective  | Metric   |
|--|--|
| The Partner and School will be well-run, financially healthy organizations capable of achieving long-term success. | <ul style="list-style-type: none"> <li>As required by 19 TAC 97.1075(d)(3), the Partner will annually receive an independent, unqualified audit opinion.</li> <li>School will demonstrate effective fiscal management by following district policies and procedures and applicable state and federal law related to the spending, budgeting, and reporting of any district or campus funds.</li> </ul> |

**EXHIBIT B – Total Budget for Partnership Schools for First Year of Operation**

|     |   |
|-----|---|
| B-1 | James Bonham Academy                    |
| B-2 | Mark Twain Dual Language Academy        |
| B-3 | Washington Irving Dual Language Academy |

***[BUDGET DOCUMENTS WILL BE INCLUDED AFTER THEY ARE FINALIZED]***

## SAISD BOARD AGENDA SUMMARY FORM

---

**AGENDA TITLE:** Approval of In-District Charter Application and Performance Contract for Edgar Allen Poe STEM Dual Language Middle School

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

**REQUESTED BY:** Pedro Martinez, Superintendent

**PRESENTER:**        Mohammed Choudhury, Chief Strategy, Talent, and Innovation Officer

**MEETING DATE:** March 16, 2021

---

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

The Board is requested to approve the in-district charter application and performance contract for Edgar Allen Poe STEM Dual Language Middle School. This new school will open with 6<sup>th</sup> grade in 2021-2022 and reach full enrollment through 8th grade by 2023-2024.

The school's comprehensive STEM dual language program will promote 21st Century competencies and early interest and readiness in STEM careers and postsecondary programs through coursework offered in English and Spanish. The school will teach STEM experiences across all content areas through a cross-curricular approach that emphasizes project-based learning. Dual language classes will provide rigorous coursework that sets students on an early college path with the end goal of graduating students who are biliterate, critically conscious, and ready to compete in a global society.

The in-district charter applicant team participated in the District's comprehensive Annual Call for Quality Schools 3.0. Aspects of the Annual Call 3.0 included:

- School design support and application feedback from the Office of Innovation.
- A rigorous evaluation process with an in-depth application review and in-person interview by a team of qualified reviewers, including an existing in-district charter principal, district staff, and an external education professional.

The school's in-district charter application met the requirements of the Annual Call 3.0, District policy, and relevant state laws and regulations, and so therefore is recommended for approval by the Board. The in-district charter application and performance contract are enclosed.

Following Board approval of the in-district charter application and performance contract, the Superintendent or designee will monitor, evaluate, and publish in-district charter school performance annually and present a summary of school performance to the Board during a scheduled Fall meeting. On a three-to-five-year cycle, the Board will review whether all in-district charters have met the expectations set forth in their performance contracts and shall renew, revoke or place on probation in-district charters, in accordance with EL (LOCAL) and Texas Education Code Sections 12.0531 and 12.063.

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

Recommend that the Board approve the In-District Charter Application and Performance Contract for Edgar Allen Poe STEM Dual Language Middle School.

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

N/A

**IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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



# **In-District Charter School Application**

**Edgar Allan Poe STEM Dual Language  
Middle School**

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## 1. EXECUTIVE SUMMARY

| School Information              |  |
|---------------------------------|--|
| School name                     | Edgar Allan Poe STEM Dual Language Middle School |
| School address                  | 814 Aransas Avenue, San Antonio, Texas 78210     |
| Principal                       | Christine Perez                                  |
| Type of in-district charter     | District Initiated                               |
| Grade levels at full enrollment | 6 - 8  |

| School Overview  |
|--|
| <p>Edgar Allen Poe STEM Dual Language Middle school is a new school on the east side of San Antonio that will open with 6th grade in 2021-22 and reach full enrollment through 8th grade by 2023-24. The school’s comprehensive STEM dual language program will promote 21st Century competencies and early interest and readiness in STEM careers and postsecondary programs through coursework offered in English and Spanish. The school will teach STEM experiences across all content areas through a cross-curricular approach that emphasizes project-based learning. Students will develop problem solving skills to address complex real-world issues through community-based mentorships, science fairs, robotics clubs, design challenges, cybersecurity and coding camps, hackathons, and other STEM-related competitions.</p> <p>Dual language classes will provide rigorous coursework that sets students on an early college path with the end goal of graduating students who are biliterate, critically conscious, and ready to compete in a global society. The school will create a safe and welcoming home for students by modeling P.A.C.E (positive attitude changes everything) and implementing restorative justice and social emotional learning.</p> |

| Application Timeline <i>(completed by Office of Innovation)</i> |                   |
|---|-------------------|
| Submitted to District Office                                    | January 13, 2021  |
| Reviewed by Evaluation Committee                                | February 11, 2021 |
| [Approved / Denied] by SAISD Board of Trustees                  |                   |
| First School Year of Operation as an In-District Charter        | 2021 - 2022       |

## 2. APPLICANT LEADERSHIP TEAM

Christine Perez Ms. Perez is the current Principal of Edgar Allen Poe Middle School in San Antonio ISD. During her time in public education she's served as a Special Education teacher, Department Coordinator of Special Education, Coordinator of School Improvement, and Administrator. She completed her undergraduate studies at UTSA with a Bachelor of Arts in English and is a proud Roadrunner alumna. Ms. Perez attended Schreiner University for her graduate studies earning a Master's Degree of Education in Teaching. She is currently pursuing her doctoral degree in Educational Leadership. As principal of Poe Middle School, she has led the campus from being an F rated three-year improvement required campus to a met standard school in her first year as a campus principal. Student writing scores jumped nineteen points in one year on state assessment, English Language Learners saw great growth in TELPAS scores, and Special Education students continued to make strides in their academic achievement. During her three year leadership at Poe Middle School, Ms. Perez has transformed the campus culture and climate to include the development of educator and student leadership. She most recently presented at a district-level teacher leader academy on campus culture and climate. Ms. Perez continues to be relentless in her pursuit of serving each student and educator to reach their goals and exhibit growth academically, socially, and emotionally. Providing equitable access and culturally responsive teaching and learning experiences to Poe Middle School's students is her driving priority.

Becky Landa Ms. Landa is the Executive Director of Educational Technology and Extended Learning and has over 25 years of educational experience in the areas of curriculum, instruction, assessment and educational technology. She currently oversees technology standards integration; library media services, K-6 STEM Education, textbook adoptions, learning management system and software provisioning, summer and afterschool programs. Prior to this position, Ms. Landa served as Science Director for K-12 and Director of Curriculum Management and Formative Assessment at SAISD. In 2016 she was awarded the White House Bright Spot in Hispanic Education for her work in the Eastside Promise Neighborhood Grant, an over 20 million dollar grant partnered with United Way that focused on STEM education and leadership in five PK-12 SAISD schools. In addition to central office experience, Ms. Landa has been a national consultant in K-12 content and assessment management systems, formative assessment practices, and project-based learning. Ms. Landa commenced her career as a bilingual teacher earning her undergraduate degree from the University of Texas at San Antonio and Masters of Education in Educational Technology from the University of Texas at Brownsville. She has presented in national and state conferences in the areas of standards-based curriculum development, integration of technology in K-12 content, online professional development, district benchmarking, and successful initiatives for increasing student achievement. Most recently, Ms. Landa has participated in national panels and discussions on digital transitions for remote learning due to COVID-19 and the impact of 21st Century competencies: critical thinking, collaboration, communication, and creativity for ongoing student success and continuous improvement planning.

Esmeralda Alday Mrs. Alday is the Executive Director of the Bilingual, ESL and Migrant Program at San Antonio ISD.

Mrs. Alday brings 16 years of education experience to her leadership in SAISD. She began her career working as a sheltered instruction teacher in Houston ISD through the Teach for America program, after graduating from the University of Texas at Austin in 2004. She earned her master's degree in curriculum and instruction while she worked as a middle school teacher for recent immigrants in Austin ISD. Mrs. Alday worked as a campus instructional coach in Austin ISD from 2012-2015 before becoming a district and regional English Learner specialist. Prior to her role as Executive Director, she served as a coordinator and senior coordinator for the Dual Language /ESL & Migrant department in SAISD from 2017 to 2020. In her current position, Esmeralda directs the work of expanding and sustaining the district's dual language program, strengthening family and community engagement, providing services for recent immigrants and monitoring LPAC compliance. She also coordinates and presents professional development for K-12 teachers and administrators on dual language, sheltered instruction and TELPAS readiness. She collaborates across departments to ensure Emergent Bilingual students have access to advanced coursework and high-quality curriculum. Mrs. Alday is currently pursuing a Ph.D. in Educational Leadership and Policy at the University of Texas at San Antonio.

Christina Mank-Allen Mrs. Mank-Allen earned her Bachelor of Science in Applied Learning and Development degree from The University of Texas at Austin and her Master of Education in Educational Leadership and Policy Studies degree from the University of Texas at San Antonio. She began her educational career as a Middle School Math teacher in Leander, TX. After moving to San Antonio in 2003, she started teaching fourth and fifth grade while earning her Masters in 2009. After teaching in public schools for 10 years, Mrs. Mank-Allen transitioned to administration, gaining experience in elementary, middle and high school. As a Middle School Administrator, Mrs. Mank-Allen was the Design And Technology Academy (DATA) Director at Ed White Middle School. She was able to design, create, implement, and open the Design And Technology Academy Magnet Program in the North East ISD in 2015. DATA Middle School quickly became the largest middle school in the city focusing on Computer Programming, Coding, and Information Technology. After establishing the middle school program, Mrs. Mank-Allen transitioned to the high school DATA program and continued to grow the program to be a full 6th-12th magnet program, enrolling nearly 1000 students. In October of 2019, Mrs. Mank-Allen eagerly began her new role as the CTE Director for SAISD with the goal of leading students to prosper with the continuous changes of 21st Century demands, and arming them with the knowledge and skills needed for employability.

### 3. STAKEHOLDER MAP

| Students in SAISD Middle School Grades   |  |  |
|--|--|--|
| Stakeholder’s Top 3 Needs  | How SAISD middle schools are currently meeting their needs   | Areas for growth in meeting the needs  |
| Opportunities to experience hands-on learning in STEM fields with relevant pathways to high school and career.                               | All comprehensive SAISD middle schools have STEM labs. Some schools are implementing Project Lead the Way and others are grant-funded Verizon Innovative Learning schools. Some 7th and 8th grade students have access to high school CTE courses, such as Principles of IT and 21st Century Digital Communications. | STEM concepts and project-based learning are not uniformly embedded across content areas and are often implemented inconsistently, particularly when grant funds out.  |
| Out-of-school experiences, such as field trips and internships, that are interesting and relevant to 21st century careers.                   | Schools have limited access to field experiences and they are mostly traditional city locations (e.g., Doseum, Botanical Garden and Zoo).  | Multiple opportunities outside of school walls for students to interact with and learn about post secondary institutions and workforce fields, including job shadowing, projects that partner with STEM industry companies, internships, and one-time field experiences that could generate enthusiasm for STEM fields (e.g., Rackspace, Toyota manufacturing plant, Southwest Research Institute, etc.) |
| Updated learning environments that include portable technology, WiFi access for all students at home, and flexible furniture that encourages | All students have a chromebook or laptop after the district's COVID-19 response. The campus orders hot spots for students as each unique case is identified then fulfills the request when received by the district. Most furniture is outdated and makes project work difficult.                                    | Updated functional technology available for students at school and at home are needed. In addition, all classroom and instructional areas are in need of furniture and technology updates to reflect a community   |

|   |  |   |
|---|--|---|
| collaboration and project-based learning. |  | teaching and learning centered environment. |
|---|--|---|

| Campus Staff at SAISD Middle School Grades                                     |  |   |
|--|--|---|
| Stakeholder's Top 3 Needs  | How schools are currently meeting their needs  | Areas for growth in meeting the needs   |
| Meaningful technology integration into the curriculum                          | Professional development attendance at online learning sessions provided by the district, campus educators providing tech tips to their fellow colleagues  | Dedicated professional teaching and learning in technology integration into the curriculum  |
| More time to plan with content and grade level colleagues                      | Educators craft time to meet as departments or grade levels before or after school.  | Additional planning time before/during/after the school year for content and grade level colleagues   |
| Flexible and updated furniture and technology to support 21st century learning | Schools have a variety of school furniture, some new and most outdated. At the existing Poe middle school, some classrooms have working SmartBoards or Promethean Boards. Some classrooms have non-working Promethean Boards that are out of warranty. Many educators have laptops that are out of warranty and/or not functioning properly. Support staff members currently use out-of-date laptops or desktops to perform job duties and responsibilities. | Educators need access to flexible and updated furniture that is conducive to collaborative teaching and learning in a 21st century education environment. Educators need SmartBoards in all instructional areas to support technology integration. Staff members need access to working technology needed for day-to-day job duties and responsibilities, along with a systematic deployment of hardware. |

| Families with Middle School Students   |   |  |
|--|---|--|
| Stakeholder's Top 3 Needs  | How schools are currently meeting their needs   | Areas for growth in meeting the needs  |
| Technology awareness and application education and mastery in navigating online learning platforms | School staff currently meet one-to-one or by phone with families needing guidance, teaching, and/or technical assistance with technology.   | Need many more comprehensive learning sessions with families to provide face-to-face small group guidance on parent technology tools.  |
| A school that honors families' heritage and culture  | Schools vary on their success at this aspect. At the existing Poe MS, a culture and diversity committee meets regularly to create Tiger Time lessons for all students that celebrate and bring awareness to unique differences in our society. This committee also plans a morning announcement for all students at the start of each month that highlights what group of individuals is being celebrated and historical perspective and significance. A bulletin board at the front foyer of the | Intentional integration of the neighborhood groups being recognized into content instruction is an area of growth. Further professional learning for staff members on equity, inclusiveness, and diversity is a growth area. |

|   |  |   |
|---|--|---|
|   | school also serves as a visual celebration of the group being honored. This is maintained by the same committee.   |   |
| A safe haven where students are treated with love and dignity (especially rising 6th graders) | Many district schools are piloting Restorative Justice practices. At the existing Poe MS, the campus is in year one of Restorative Justice practices. A community circle is conducted during daily Tiger Time. | Staff need more professional development and practice with feedback and coaching from the district Restorative Justice coach. Faculty members need more frequent professional learning regarding year Restorative Justice practices, expectations for implementation, and feedback. |

**4. DATA REFLECTION**

See **Appendix A** for a sample of relevant data from the existing Poe middle school as well as other nearby SAISD middle school grades.

**Areas of Strength**

The % of students scoring Tier 1 on middle of year MAP growth in the sample data set was 43.9% in 2019-20. This is higher than the district average and an improvement of 9.7% since 2017-18. The student persistence rate of 74% is higher than the district average and has increased 10% since 2017-18. The STAAR writing score increased from 18% in 2017-18 to 28% in 2018-19. At the existing Poe Middle School specifically, the all student approaches rate was 59%, 28% at meets, and 6% at masters. Finally, the number of students with at least one out-of-school suspension has decreased from 17.1 students per 100 in 2017-18 to 12.5 in 2019-20. The rate is still slightly higher than the district’s so there is room for growth as well.

**Analysis of Areas of Strength**

At the current Poe Middle School, an explicit focus on revising and editing through intervention and enrichment was conducted in small groups throughout the course of the school year for students whose data showed signs of potential growth based on classroom and district assessments. Students in 7th grade and ELA educators received instruction on how to use a four-square writing rubric to focus and organize ideas for various types of writing. Student discipline data was reviewed and assessed to determine what infractions were to be addressed in-class with more egregious infractions addressed by administrators. In addition, teachers received professional development on how to engage students in a 9-steps of corrective process that identifies a replacement behavior. MOY MAP scores showed an increase in student growth as a result of cyclical intervention and enrichment cycles (3-week cycles) in which small groups of learners at various levels of achievement received targeted content support in ELA and Math from Instructional Coaches and two retired teacher tutors (one for math and one for ELA).

**Areas for Growth**

The number of students in the feeder middle schools hitting meets and masters in Math has increased since 2017-18 but it is still low at 28%. The number of students hitting meets and masters in Social Studies is also improving but still low at 15%. The student attendance rate is 93.8%, which is lower than the district average. The percentage of English Learners who meet or master all subjects is 21%, which is lower than non-ELs at these schools. Enrollment at Poe Middle School in grades 7 - 8 fell from 387 students in 2017-18 to 220 students in 2020-21. The building has capacity for 750 students.

**Analysis of Areas for Growth**

Poe and nearby middle schools continue to struggle with increasing student achievement and growth in 8th grade Math in particular due to a lack of differentiated and engaging instruction for students. Social Studies is also an

area where achievement has been slow to improve. Student performance of English Learners is lagging behind compared to non-English learners. This can be attributed to limited opportunities for ELs to access adequate speaking, listening, reading, and writing opportunities coupled with a non-consistent use of high yield strategies for ELs by all teachers. The drop in student enrollment can be attributed to changes in Poe’s feeder schools - shifting from elementary to academies - along with the increasing number of school options, both within SAISD and at external charters.

## 5. CHALLENGES FOR YOUR SCHOOL

| Top 3 Challenges   | Root Cause   |
|--|--|
| 1. Low student enrollment, as evidenced by enrollment at the existing Poe MS in grades 7 - 8 falling from 387 students in 2017-18 to 220 students in 2020-21. The Poe building has capacity for 750 students.  | Over the last several years, the number of school options for families in San Antonio has increased dramatically - both within SAISD and at external charter schools. Poe’s programming and course offerings have not kept pace with the demands of today’s families.  |
| 2. Low student achievement, as evidenced by the existing Poe MS earning a STAAR overall rating of D (65) for the 2018-2019 school year, including an F rating (56) in Achievement. Out of 8 SAISD comprehensive middle schools, 6 had either a D or F rating in 2018-19. | There is a lack of understanding by educators of the depth of the TEKS and an inability to engage many students beyond rote learning.  |
| 3. Low performance by English learners on STAAR (21% meets or masters in 2018-19)  | High leverage ELL strategies are not employed with consistency and fidelity as received for implementation during several professional learning sessions across multiple school years leading to 2018-2019.  |
| <b>How Root Causes were Identified (including who was involved)</b>  | The Applicant Leadership Team reviewed and discussed data for the 6-8 grade students in all of Poe’s feeder schools (as shown in the attached data template), as well as data for Poe MS specifically. In addition, the Poe MS principal reflected on her three years’ experience leading Poe, including working with teachers and campus staff and engaging with the Poe community. |

## 6. MISSION

**Vision:** At Edgar Allan Poe STEM Dual Language Middle School, we will provide an engaging STEM education, where everyone is valued, technology savvy, and learner-centered, while fostering a culture of positive attitudes change everything (P.A.C.E.) that produces biliterate citizens who are ready to compete in a global society.

**Mission:** At Poe STEM Dual Language Middle School, we will work collaboratively with all stakeholders to inspire and empower everyone in our house of teaching and learning to be academic risk takers and play a part in distributive leadership. This practice allows for all individuals to lead in productive ways and continue to develop their own leadership potential. Our aim is to educate students to excel both academically and socially and to become productive life-long learners through STEM and dual language instruction, blended learning, and Tiger Time family meetings. A safe, positive, and respectful campus culture is sustained through the implementation of P.B.I.S. and Restorative Justice practices, because at Poe, positive attitudes change everything (P.A.C.E.).

## 7. GOALS

| Goal #   | Goal in SMART Format  | Baseline Metric and Year  | Data Used to Measure Progress towards Goal                                       |
|--|---|---|--|
| 1.   | Poe will earn a STAAR overall campus rating of C in 2021-22, B in 2022-23, and A in 2023-24.  | Existing Poe MS had overall rating of D in 2018-19 (last year with state accountability). Out of 8 SAISD middle schools, 6 had either a D or F rating in 2018-19. | STAAR data from TEA  |
| 2.   | By June 2022, 100% of teachers and instructional assistants will increase their use and integration of relevant technologies and tools into their professional and classroom settings by 20% as measured by pre-and post surveys and future-ready skills assessments. | No baseline data exists for this goal   | 2021 Teacher Professional Development Participation and Technology Skills Survey |
| 3.   | Student enrollment goals for school rollout will be:<br>2021-22: 220 (Grade 6)<br>2022-23: 440 (Grades 6-7)<br>2023-24: 640 (Grades 6-8)  | 2020-21 enrollment for 7-8th grade only at existing Poe MS was 216  | TEA PEIMS snapshot data  |
| <p><b>Which goal will be the hardest to achieve and why?</b></p> <p>Goal #1. Earning the overall rating of C in 21-22 and increasing to an A in 23-24 will be the most difficult goal to achieve. Middle schools at SAISD have historically struggled with student performance due to many factors, including an inability to recruit and retain the highest quality teachers and maintain stable and effective leadership. Students often enter 6th grade several levels behind, and deep learning loss due to COVID-19 and remote learning will only exacerbate the trend.</p> |   |   |  |

## 8. ACADEMIC MODEL

### Overview

The Poe STEM Dual Language Middle School academic model will leverage the following core components to drive teaching and learning and achieve the school's mission and vision:

1. **STEM education**
2. **Dual language instruction**
3. **Social emotional learning**

The academic model will include an alignment of the [Texas K-12 STEM Education Framework](#), SAISD Curriculum Management Plan, and Instructional Models and Frameworks that integrate STEM, Technology Applications, Dual Language, and Comprehensive and Evidenced-based (Bi)Literacy. These, along with the overarching SAISD curriculum philosophy and the College, Career and Military Readiness (CCMR) goals, will guide the response to the root cause analysis and programmatic changes for improved student achievement, and program success and sustainability.

In order to support STEM instruction, teachers will need guidance on the strong pedagogical practices that support successful implementation. Teachers will be encouraged to utilize blended learning, including flipped learning, and leverage technology tools and resources, such as a learning management system, to support instruction. Classrooms that are built on student agency and ask learners to work creativity and collaboratively require a strong culture of trust that must be built through Social Emotional Learning (SEL) practices and will be through the guidance of SAISD’s [SEAD \(Social Emotional Academic Development\) competencies](#). School leadership will support these shifts through coaching and cultivating the necessary foundation as found in the [Texas Effective School Framework](#).

**STEM Education**

a. STEM Primary Components

Poe Middle School’s STEM Plan begins with a commitment to equity and diversity and support for STEM career pathway exploration in middle and high school by providing students with high-quality curriculum using evidence-based STEM practices and engagement throughout their educational experience in SAISD. The plan seeks to increase the number of students that will pursue STEM-related studies as part of the Career and Technical Education pathway commencing in middle school with both local and high school credit courses attainable in seventh and eighth grade. The fundamental belief is that students engaged in early interest in high demand careers will serve as a precursor to enroll in STEM high school coursework and certification that leads to college, career or military readiness. There are three primary components as noted below that converge district, state and national STEM education goals to build a strong STEM literacy foundation that includes computational thinking and becoming digitally literate for greater success in the 21st Century learning and work environment.

**6-8 PRIMARY COMPONENTS**



**21st CENTURY SKILLS**

Students will commence STEM integrated study via the core content curricular programming utilizing a project-based learning model of instruction. A focus of the interdisciplinary studies will include Technology TEKS integration, design principles, and STEM career pathways. In 7th and 8th grade students are engaging in college and career-ready courses in CTE that focus on STEM and honing 21st Century skills.



**EARLY CAREER PATHWAYS**

Middle schools offering STEM programming will commence with STEM career pathways and exploration in grade 6 followed by STEM-related coursework in grades 7 and 8. Students will be provided with opportunities for STEM high school elective course credit. Advanced mathematics will be made available to all middle schools students interested in STEM pathways.



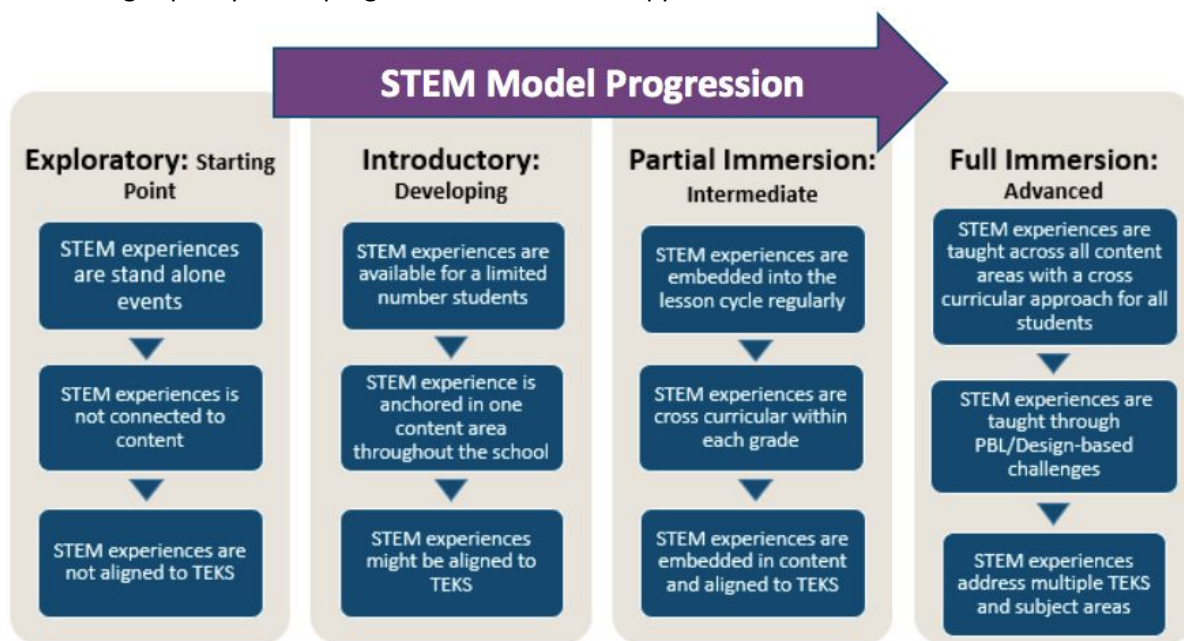
**LOCALLY GROWN**

Students will be provided with resources to successfully navigate their interest in STEM through elective coursework, mentorship, and academic counseling. Through various partnerships with industry and organizations that offer curriculum, interest in STEM related fields will increase for entry into high school CTE programs.

According to the national report on STEM Education (2018), “A diverse talent pool of STEM-literate Americans prepared for the jobs of the future will be essential for maintaining the national innovation base that supports key sectors of the economy and for making the scientific discoveries and creating the technologies of the future.”<sup>1</sup> This benefits the Poe community and families by providing students with authentic learning experiences that will develop their creative and problem solving skills to address complex real-world problems through project/problem-based learning, science fairs, robotics clubs, design challenges, cybersecurity and coding camps, hackathons, and other competitions.

Poe will utilize the [Texas K-12 STEM Education Framework](#) for guidance on constructing effective STEM plans using state level objectives, identified strategies to success, STEM implementation model, research based methods of instruction, and high-quality STEM indicators. This framework offers guidance to schools in creating a comprehensive program with emphasis on 21st Century competencies, early interest and readiness in STEM careers and STEM postsecondary programs, community-based mentorships and exploration, and extracurricular activities and competition.

The Texas K-12 STEM Framework also provides a model progression that will be used in the design of the Poe STEM Dual Language Middle School for rising 6th graders in 2021-2022 and will commence at the Partial Immersion: Intermediate Level and moving towards Full Immersion: Advanced by year two. The STEM Model Progression, as shown below, will provide teachers the opportunity for targeted professional development to ensure the acquisition of knowledge and skills that will transform lesson development and cross curricular TEKS alignment. The Indicators of a high-quality STEM program are described in Appendix C.



b. STEM Feeders and Course Offerings

Students at Poe STEM Dual Language MS will have opportunities to engage in coursework that will provide in-depth exploration of the STEM-related programs available in the feeder high schools identified below.

|                          |                       |           |          |
|--------------------------|-----------------------|-----------|----------|
| Brackenridge High School | Highlands High School | CAST Tech | CAST Med |
|--------------------------|-----------------------|-----------|----------|

<sup>1</sup> Committee on STEM Education of the National Science & Technology Council (2018), [Charting a Course for Success: America’s Strategy for STEM Education](#). 202

|       |             |                  |                |
|-------|-------------|------------------|----------------|
| Media | Engineering | Computer Science | Health Science |
|-------|-------------|------------------|----------------|

The proposed course offerings for Poe students are defined below:

| Core Content                              | Dual Language  | Electives                               | CTE Elective Pathways   |
|---|--|---|---|
| Math<br>Science<br>ELAR<br>Social Studies | Math and Science<br>(Taught in Spanish)<br><br>Requires testing for Spanish if not coming from a dual language program at SAISD. | 1 - STEM Local Credit<br>1 - Spanish II | 6th - Exploration for Multimedia and Application Technology Media<br><br>7th - Principles of Information Technology and Digital Communication in the 21st Century (HS Credit)<br><br>8th - Fundamentals of Computer Science, Web Design, Principles of Engineering (HS Credit); Principles of Arts (HS Credit); Mexican American/African American Studies - Special topics (local credit) |

c. STEM Curriculum

The STEM education curriculum for Poe STEM Dual Language Middle School’s units of study are TEKS-based and designed around a cross-curricular integration methodology in all core subjects. The curriculum will be designed by teachers with practical application of educational concepts within a STEM industry and/or organization context that are student-centered and incorporate blended learning approaches. The curriculum will utilize STEM educational strategies that include project-based learning, literacy tasks (research and forms of writing: argumentative, informative and constructed response), performance tasks (culminating projects), and criterion-based rubrics that define the performance standards to evaluate student work. The intended outcome of the curriculum is to teach student expectations while applying the knowledge and skills within and across subject areas and consequently bring depth to the learning process with increased critical thinking, creative problem-solving, collaboration, communication and use of technology that are all vital in 21<sup>st</sup> Century education.

d. Curriculum Framework and Research

Poe is committed to working with the SAISD Academics Department to develop a curriculum that imparts knowledge, concepts, skills, processes, and attitudes necessary for students to be successful and competitive in a global society. This includes the preparation necessary to develop the 21st century skills of creativity, collaboration, communication, and critical thinking and its relevance to early STEM education and career exploration. We subscribe to a standards-based approach to curriculum development that starts with the identification and prioritization of the most critical skills that students must know to be prepared for the subsequent grade level. The written curriculum will be aligned to the Texas Essential Knowledge and Skills (TEKS), English Language Proficiency Standards (ELPS), College, Career, & Military Readiness Standards (CCMR), and Technology Application Standards (TA:TEKS). Curriculum resources for Poe will include:

- [Priority Standards](#) - The SAISD Priority Standards are a subset of the standards for a grade-level or course. They are the standards that are essential and must be mastered by each student to ensure readiness for the next grade-level or course (Ainsworth, 2010).
- Year-At-A-Glance - an overview of the units of study for the year and prioritized standards for clarity and focus of instruction.

- Pacing Calendar - a calendar for pacing through instruction with flexibility for intervention and enrichment based on student need.
- Units of Study - provide clear guidance for what teachers are expected to teach as well as resources to support teachers in designing formative assessment, high-quality instruction, and differentiated activities.
- [Instructional Resources](#) - digital and print supplemental resources aligned to the standards.

The Poe curriculum will utilize both the SAISD Curriculum Instructional Frameworks and resources and the research-based frameworks of Understanding by Design (UbD) for improving student achievement through standards-driven curriculum development, instructional design, assessment and professional development. The UbD framework uses backward design that requires teachers to think about desired results prior to designing units of study and embraces current thinking of learning based on cognitive psychology research and validated through studies regarding the influences on student achievement. UbD-designed units of study allows for the transference of targeted content standards by applying the learning to meaningful performance.

The chart below shows examples of curriculum resources, units of study, and technology applications. (Click on images below to expand the view.)

| Curriculum Resources   | Unit of Study | Technology Applications |
|--|---------------|-------------------------|
| <p><b>Middle School Science Curriculum</b></p> <p>The SAISD curriculum resources are available for your review. Please use this <a href="#">Google Form</a> to submit your comments and feedback on these resources.</p> |               |                         |

e. STEM Curriculum Units of Study

Each grade level will implement between 3-4 units of study per year with a required performance and literacy task project. The units of study will be aligned to core content TEKS using an interdisciplinary approach. Public showcases and community partnerships will be integrated to increase relevance of the content and exposure to STEM careers. The units of study will be incorporated into the campus’s curricular pacing calendar. Appendix B describes several sample units of study that may be implemented across core content and elective courses.

f. STEM Curriculum Implementation and Project Focus

Poe’s curriculum will engage students in projects that include one or more of the STEM high school focus areas (engineering, media and computer science) while integrating core subjects and electives and culminating in project presentations in the fall and spring semesters. Students will undertake tasks that establish a context for application such as: 1) a real-world goal; 2) a meaningful role for the student; 3) an authentic or simulated audience; 4) a contextualized situation that involves real-world application; 5) student-generated culminating products; and 6) the performance standards criteria for judging success.

Core content curriculum will embed student STEM projects as part of the overall TEKS-aligned instructional framework. Students will be expected to plan, design, and construct all projects during and after class. Access to

tools and project materials will be provided to students, as needed, with high expectations for quality project work occurring both during school hours and outside of those times and school walls through homework, tutoring, and weekend workshops to accommodate adequate time for project development and completion. In addition, students will be afforded field studies that are specific to the STEM project learning opportunities through higher education and industry partnerships.

The curriculum will be structured to illuminate the connection between core content and create students who can tackle problems using multiple disciplines; for example, learning about data in science by combining basic mathematics, statistics, and computer science to study a societal problem. Poe students will have the opportunity for advanced science and math courses and increased use and knowledge of digital literacy to navigate research practices for asking questions, looking for information, sharing ideas and solving complex problems with data. In this area, students will have opportunity for self-study through on-demand courses and badging which will engage learning and increase study agency while reducing instructional gaps.

As part of the STEM project development, campuses will need adequate technology tools including a designated STEM maker space equipped with tools for fabrication, computer labs and laptop carts capable of supporting CAD and game design software, and digital devices for classroom and home use. This technology will facilitate the design and completion of performance and literacy tasks for each assigned project. The school will ensure that technology maintenance, support, and professional development are written within the Campus Improvement Plan for program success.

g. Blended Learning

The Blended Learning model will be used at the Poe STEM Dual Language Middle School to allow students to learn through both an online delivery system (synchronous and/or asynchronous) and face-to-face. Students retain an element of control regarding when and where they complete the assignments that are not set in the traditional classroom setting. A variety of resources in English and Spanish such as text, video clips, blogs, journals, discussion threads, slide decks, literature, web links, podcasts, and tech apps may be used to provide different perspectives to enhance student experience and learning. Materials, activities, and/or equipment may be sent home to support instruction for students with disabilities. This model lends itself most to creating the interdependence and student agency necessary for college readiness and success.



**Dual Language Program**

The ultimate goal of the dual language program at Poe will be to produce bilingual, biliterate, and socio-culturally competent graduates who are ready to successfully compete in our global society and succeed in postsecondary education. Objectives include:

- Offering a sequence of courses from 6th-8th grade that will prepare students to graduate with the Texas Seal of Biliteracy ([TAC §74.14.B Performance Acknowledgment in Bilingualism and Biliteracy](#)) and advanced coursework in both program languages.
- Engaging Dual Language teachers in professional learning experiences that will result in:
  - Culturally responsive teaching for long-term EL students as well heritage language speakers;

- A rigorous and culturally relevant 6 - 8th grade core content curriculum written and delivered in Spanish; and
- A student-centered learning environment that elevates and celebrates students' language, culture, and identity.

The middle school Dual Language model prepares students for the rigor of the Spanish AP Language and Culture exam in 8th grade through a sequence of courses that includes Spanish II Honors in 6th grade. Students in the Dual Language program also take at least one core content area course in Spanish with a bilingual certified teacher. Dual Language courses are delivered in Spanish with cross-linguistic connections.

Dual Language courses will have an inherent culturally relevant lens that brings to the forefront the histories and language gifts that students carry with them to school. These courses have the added benefit of engaging students via optimal input around topics that are culturally and linguistically responsive and connected to the TEKS. Instruction delivered in this way allows students to step into their learning at deeper levels of engagement and develops critically conscious thinkers and learners.

The proposed dual language course progression from middle school leading up through high school is shown below.



## SAISD Dual Language Secondary Model Sample

|  | 6 <sup>th</sup>   | 7 <sup>th</sup>    | 8 <sup>th</sup>                 | 9 <sup>th</sup>  | 10 <sup>th</sup>       | 11 <sup>th</sup>      | 12 <sup>th</sup>        |
|--|-------------------|--------------------|---------------------------------|------------------|------------------------|-----------------------|-------------------------|
| <b>LANGUAGE ARTS</b> Dual language students take Spanish Language Arts (SLA) & English Language Arts (ELA) in every grade level.   |                   |                    |                                 |                  |                        |                       |                         |
| Spanish Language Arts  | Spanish II Honors | Spanish III Honors | Spanish IV AP Language          | Spanish V        | Spanish AP Lit         | Ind. Study            | Ind. Study              |
| English Language Arts  | ELA 6th           | ELA 7th            | ELA 8th                         | English I        | English II             | English III           | English IV              |
| <b>CORE CONTENT</b> Dual language students take at least 1 core course in Spanish at every grade level (course   |                   |                    |                                 |                  |                        |                       |                         |
| MATH   | Math 6th DL       | Math 7th           | Math 8 <sup>th</sup> Algebra DL | Algebra Geometry | Geometry Algebra II DL | Algebra II Pre-Cal DL | Pre-Cal Calculus        |
| SCIENCE  | Science 6th DL    | Science 7th DL     | Science 8th                     | Biology DL       | Chemistry              | Physics               | Earth Science           |
| SOCIAL STUDIES   | World Cultures    | Texas History DL   | US History                      | World Geography  | World History          | US History            | Government Economics DL |
| <b>ELECTIVES &amp; CTE</b> Dual language students should take at least 1 elective or Career Technical Education (CTE) course in Spanish at every grade level in high school. |                   |                    |                                 |                  |                        |                       |                         |
| Available based on campus offerings  |                   |                    |                                 |                  |                        |                       |                         |

### Social Emotional Learning

#### a. SEAD Competencies

Social Emotional Learning has a significant impact on daily lesson planning and implementation. Poe teachers will incorporate social emotional learning into the academic program based on alignment with the [SAISD SEAD Competencies](#). Poe will utilize the [SEAD C&I Playbook](#), which contains concrete examples of how each competency

might look integrated across core content areas at various grade levels. The resources provide specific strategies to be implemented in middle school, outlining learning standards for each of the three domains: Emotional Competencies, Social Competencies, and Cognitive Competencies.

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

SEAD competencies and the curriculum and activities that support them are important elements in a comprehensive approach to effective SEAD programming. Current research indicates that establishing common language and student competencies provides integral focus, emphasizing the importance of specific skills and supporting educators in integrating application experiences into other core areas of instruction.

b. Curriculum

Poe leadership will choose an SEL curriculum that is aligned to the SEAD Competencies. Options for the curriculum include Sanford Harmony (grades PK-6), Too Good for Violence (Grade 6), Overcoming Obstacles (K-12) and Choose Love (PK-12). Poe will choose a curriculum in the spring and may blend lessons and strategies from several different curriculums to best meet their students' needs.

c. Tiger Time

Poe teachers plan to employ "Tiger Time", which will be a dedicated time set aside each school day where students and teachers connect with designated students in smaller groups on the following campus-wide initiatives: PBIS, Restorative Justice, Social Emotional Learning, Campus-Wide Expectations, and Literacy. There will be a looping system by which Tiger Time teachers stay with the same small group of students (no more than 15) to strengthen their community and family bond.

d. Student Support through Rhithm App

Staff will continue to utilize one important resource that was implemented at Poe Middle School in 2020-21. The Rhithm app is a daily check-in tool with individualized, responsive activities. Students check in across five key categories - Mental, Energy, Emotional, Physical, and Social (MEEPS). The app provides a quick but fairly comprehensive snapshot of each students' needs and their readiness for learning. As soon as they are done with the check-in they receive a short activity based on their individual responses; the system uses an algorithm to tailor the activity to individual students. Teachers and administrators have immediate access to the student data entered in order to best support student learning and well-being, as well as provide immediate support/response when necessary. The district SEAD Department reviews this data with Poe leadership to help with planning and student support needs.

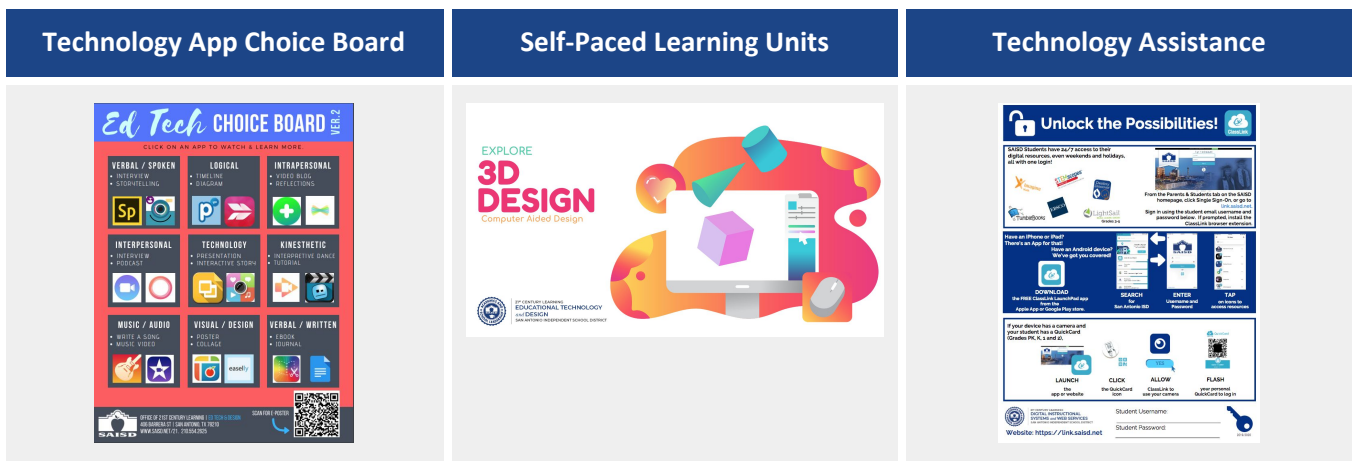
e. Assessment

The main assessment of the school's progress on the SEAD competencies will be through the annual SEAD Student Survey that assesses both CASEL and district SEAD competencies such as social awareness, self-management, and growth mindset, as well as environment and support measures such as student perception of safety, sense of

belonging, and teacher-student relationships. This data is analyzed at the district and campus level to support program and implementation improvement to promote positive student outcomes.

f. Student Agency and Self-Regulation

Poe teachers will foster a culture of student agency, where students are driven by their interest and engaged in relevant learning. As teachers design their integrated STEM lessons using blended learning approaches to support a synchronous and/or asynchronous instructional environments particularly during a continued pandemic, building student agency and self-regulation will be evident in their planning and lesson design posted to their learning management system to ensure that students not only drive their learning, but also have access to appropriate tools to manage it. In support of self regulation, the Educational Technology and Design Department will provide viable resources to support student agency and self-regulation through personalized learning modules, self-paced learning units, and technical assistant resources. Sample resources are shown below:



Consideration will be given to how lessons incorporate interactive learning tasks, short video recordings, and progress checks that promote student agency, keeping in mind that in the digital ecosystem, students must now negotiate new learning in both content and technology. In addition strategies that offer students voice and choice build curiosity and inspire students to work on projects that are meaningful and relevant. The school will also follow research-based best practices for encouraging student self regulation for online learning.<sup>2</sup>

**Alignment of Academic Model to School Mission and Goals**

The academic model aligns closely to the Poe mission statement. Collaboration is a core part of the school’s mission and also crucial to a successful STEM program. Teachers will develop STEM content and projects across subjects, while students will collaborate on projects and competitions. Parents and community members will be collaborators through mentoring, job shadowing, and participating in project showcases. Academic risk taking is another important part of the school’s mission. The STEM courses will push students beyond their comfort zones by exposing them to high school-level content and complex STEM concepts. Social emotional learning is also core to the Poe mission and will be implemented through PBIS, restorative practices, and a focus on the SEAD competencies described above through the school’s chosen curriculum.

The new STEM and dual language academic model will lead to increased student achievement by bringing depth to the learning process with increased critical thinking, creative problem-solving, collaboration, communication and use of technology that are all vital in 21<sup>st</sup> Century education. Increasing teachers’ use and integration of

<sup>2</sup> Hanover Research (2020), published a [brief](#) titled *Self Regulation for Online Learning* that outlines research and considerations for teachers working with students remotely and how that will impact lesson design and communication.

relevant technologies and tools into their professional and classroom settings will be a core focus of the STEM model. In conjunction with a comprehensive student recruitment campaign, we believe the new model will lead to increased enrollment, based on high demand for other STEM schools and dual language schools at SAISD.

### **Meeting the Needs of All Students**

Poe will implement the Multi Tiered System of Support (MTSS), which is a framework for instruction and out of classroom support that seeks to improve outcomes for all students: those who are struggling academically and those who are progressing within normal limits. For students with disabilities, Poe will implement the inclusion model, which promotes the least restrictive environment possible. An Individualized Education Program (IEP) will be developed for each identified special education student. The teacher of record in coordination with the special education teacher will work closely with parents to keep them informed of their child's progress and suggest techniques to promote learning at home. All students, regardless of disabilities, will be provided access to the general dual language curriculum in accordance to their individual needs.

Dual Language education has proven to be a highly effective model for serving not only Emergent Bilingual students, but all students. By providing instruction in both languages, the 80/20 dual language model supports the effective, linguistic and cognitive needs of English language learners and economically disadvantaged students. Research shows that students in Dual Language programs outperform their peers on standardized test scores, are more engaged in their coursework, report more positive associations with their schooling experience, and are on average two grade levels above their peers that are not in Dual Language. These results are magnified for Latinx, African American students and students from low socio-economic backgrounds.

A focus on social emotional learning will also support the success of economically disadvantaged students, as well as all students. As described above, teachers will implement a research-based SEL curriculum that will prioritize the three SEAD Competencies. In addition, Restorative Justice and a no-suspension policy will promote a safe and nurturing campus culture that will empower students to manage their own behavior, make responsible decisions, repair harm, and build relationships as a school community.

### **Challenges to Academic Model**

Potential challenges to the Dual Language and STEM academic approach include the difficulty in providing an equal emphasis on teaching and learning opportunities for both monolingual and bilingual learners that are robust, culturally relevant, and rigorous. We plan to mitigate these potential pitfalls by onboarding our staff in dual language professional development each year prior to the start of school and throughout the year and with targeted support to sixth grade in year one.

The academic model also requires highly skilled teachers and leadership and extensive planning and cooperation among the team of educators. Along with high-quality professional development and coaching, teachers will need adequate time for planning and professional learning communities (PLC). Additionally, the recruitment of these teachers will need to be intentional, with clear expectations included in job descriptions, vetting, and interview processes. Specifically, teachers responsible for engaging students in STEM learning will need to be highly skilled, or at the very least highly motivated to learn, in the areas of engineering, media and computer science. These instructors will need to have the ability not only to instruct students in these areas, but also to guide their team of educators in integrating these skills into their core curriculum.

Interdisciplinary project-based learning involving community showcases and partnerships with outside organizations require a high level of planning, coordination and communication. It will be essential that these responsibilities be clearly communicated and delineated among staff, students and leadership. This campus will need support in establishing procedures and protocols for these activities and holding one another accountable.

The success of this program is built upon a system of accountability for all involved that is clear from the beginning, with an emphasis on the potential impact of a successful program.

The school will also need to secure sustainable funding for professional development for both dual language and STEM. Front loading teacher learning prior to the start of the school year, in addition to job-embedded coaching and support, with ongoing differentiated professional development is essential to a successful launch and sustainment of both a stellar dual language and STEM academic model.

## **9. DATA AND CONTINUOUS IMPROVEMENT**

Poe will track and review data through a structured Professional Learning Network (PLN) cycle that includes meeting in 90-minute sessions by PLN cohorts during each “A” day in the school’s A/B block schedule. This PLN cycle includes the following:

- Content teachers are expected to administer daily formative assessments near the end of the lesson to assess students’ skill acquisition, identify immediate trends and patterns in the class period’s daily formative assessment data, and adjust instructional delivery immediately. These daily formative assessments will be short in length (1-2 questions) and aligned to the content objective for the lesson.
- Teachers will conduct daily entries into a shared exit ticket data tracker to identify trends and patterns as a platform for adjusting instructional practices immediately to address misconceptions and non-skill mastery due to learning gaps.
- Teachers will be expected to engage in a prediction of students’ performance on 9-week and simulation formative assessments. Once these longer assessments are administered and the results are shared out via professional learning communities, teachers will share reflections on their pedagogical practices, to include the accuracy of their predictions, which is a clear indicator of what they know students know.
- Formative assessments will be used in an ongoing practice to identify how tier one instruction needs to be adjusted to meet all learner needs. It also serves as an indicator of misconceptions, learning gaps, and what next steps need to be taken to enrich and/or intervene. Summative assessments will be used to plan for next school year educational programming, pre-planning which focus areas teachers need to address prior to the start of a new school year, and also of the gains and areas of growth the campus has as it relates to summative performance. High leverage best practices are also identified in areas in which the campus performed well.
- Attendance data will be captured two ways: a daily in-person learner check off and teachers’ posting of attendance for both in-person and remote learners. If a student is an in-person learner and is not reporting to school, the front office team calls home to determine the cause for absence and if at all possible to have the student participate remotely for that day. Remote learners who struggle with maintaining habitual attendance are supported through attendance action plans and with teacher/parent/student contact to meet the unique needs of the student.
- There will be an attendance committee that meets regularly to identify students who struggle with maintaining attendance aligned with the compulsory attendance law requirements. Students’ attendance is based on the level of frequency of absences to create an attendance intervention plan. This will be done in partnership with both the parent and student to identify what barriers exist that are preventing the student from regularly attending school. We will have several home visit teams that will conduct visits on families with identified intense needs up to and including resources from social agencies. Students who exemplify outstanding attendance at school either through in-person or remote learning will be celebrated by the grade level counselor and acknowledged in a celebration.

- When the campus identifies areas of immediate need related to student achievement, numerous support systems will be adjusted to address the gap in learning. The campus will implement three- week cycles of intervention and enrichment in ELA and Math. Saturday learning will also be offered for all high school credit courses and content-specific areas. Teachers will also offer office hours and after-school tutoring. Targeted professional development will also be provided for teachers’ areas of growth that have been identified to deepen knowledge and interpretation of the TEKS to create rigorous and aligned activities coupled with engaging instructional delivery.

## 10. PROPOSED AUTONOMIES

| Autonomy   | District Requirement  | Proposed Campus Strategy   | Rationale for Campus Strategy  |
|--|---|--|--|
| 1. Select the school’s own curricula and instructional materials | <a href="#">SAISD Curriculum Resources</a>  | At this time, Poe will utilize the district’s middle school curriculum for core subjects and CTE course as defined in the Academic Model. In the future, Poe leadership will determine on an annual basis whether the district curricula align with the school’s academic model and may choose different curricula and instructional materials if necessary to successfully implement its model. | Having a rigorous curriculum aligned to Texas standards and Poe’s STEM and dual language model is essential to implement the school’s academic model and address the challenges of low student achievement of all students and large learning gaps for ELs.  |
| 2. School daily schedule   | <a href="#">Administrative Procedure E9: School Day</a> (Minimum school day of 7 hours and Superintendent establishes school schedules) | Poe will consider implementing an extended school day and/or a modified weekly schedule (such as half days for staff PD), provided that TEA required minimum instructional minutes are met.  | The root cause of our challenge of low student achievement was teacher capacity and a lack of professional development. A modified schedule could allow for a significant increase in staff professional development. Also the successful implementation of the STEM model will require additional training in PBL and technology integration. |
| 3. School calendar   | <a href="https://www.saisd.net/page/dis-calendar">https://www.saisd.net/page/dis-calendar</a>   | Poe will consider adopting a modified calendar, such as including additional days for staff professional development, provided that staff will be compensated in accordance with district compensation guidance.   | Additional days for professional development would improve staff capacity and ensure successful implementation of the STEM and dual language programs.   |
| 4. Professional development                                      | There is no explicit policy or procedure requirement that campuses attend all   | Poe will attend all trainings that are required for legal compliance purposes but seeks flexibility on attending   | In order to successfully implement the STEM and dual language model, staff need to attend the highest quality  |

|             |  |   |  |
|-------------|--|---|--|
|             | district PD, but some district PD are required by certain departments for compliance or other purposes.  | trainings that are not legally required, in order to focus on training aligned to its core academic model.  | professional development aligned to model-specific best practices.   |
| 5. Budget   | The district allocates funds to schools according to formulas and within prescribed budget categories. See <a href="#">Budget Reference Manual</a> and <a href="#">Campus Allocations Resource Guide</a> .                 | Poe seeks flexibility in how it spends the dollars it is allocated (e.g., converting FTEs to dollars or shifting funds between budget categories), while remaining within district formulas and legally required spending rules. This autonomy does not mean additional funds beyond the standard allocations. It is only seeking flexibility with allocated funds. | Other than applying for the federal startup grant, which is competitive and not guaranteed, Poe does not expect additional funding. However, the new STEM model will require new materials, technology and potentially staffing. Therefore having as much flexibility with how it spends its currently allocated funds will help the school implement its model with fidelity. |
| 6. Staffing | The number and type of staff are allocated by SAISD Talent Management and Budget, based on district formulas. See <a href="#">Campus Allocations Resource Guide</a> and <a href="#">SAISD Compensation Resource Manual</a> | Poe seeks flexibility in the type of staff that are provided to the school and with the job descriptions of existing staff, provided that this staffing autonomy is cost neutral and any requests for job reclassifications will follow SAISD compensation guidance.  | In order to implement the STEM model successfully, Poe may need the flexibility to create new roles and modify the job descriptions of existing roles.   |

## 11. HUMAN CAPITAL

### Staff Recruitment and Hiring

Poe will mostly follow the standard process for recruiting and hiring staff at SAISD, while adapting and enhancing our process to find the most talented STEM and Dual Language teachers for the new school. We will work with our designated Talent Partner in the SAISD Talent Management Department to assess our staffing needs under our new academic model. As discussed above in the Academic Model response, the STEM program will require highly skilled teachers and leadership. If and when additional teachers need to be hired, the recruitment and hiring efforts must be closely aligned to the proposed model, course offerings, and necessary skill sets.

Clear expectations related to STEM learning, such as project-based learning and collaborative planning, must be included in the job descriptions. Teachers responsible for engaging students in STEM learning will need to be highly skilled, or at the very least highly motivated to learn, in the areas of engineering, media and computer science. These instructors will need to have the ability not only to instruct students in these areas, but also to guide their team of educators in integrating these skills into their core curriculum.

In addition to the typical recruiting events and marketing campaigns that are carried about by the Talent Management Department, Poe will work with the Career and Technical Department and other district staff to market job openings in a variety of places to achieve the widest pool of possible applicants, including non-traditional candidates such as industry professionals with particular areas of STEM expertise. Teachers will be expected to obtain all required teacher certificates.

The hiring of new teachers will be conducted by an interview committee composed of representatives from school administration and teachers. The interview for teachers includes several components. One part of the interview is answering rubric-based questions that are scored by members of the interview committee. Another part of the interview process is to have the candidate conduct a demonstration lesson with a small group of students of varying needs and levels. Students will also be given the opportunity to provide feedback to the members of the committee after the demonstration lesson.

### **Staff Development and Support**

Interdisciplinary project-based learning involving community showcases and partnerships with outside organizations require a high level of planning, coordination and communication. It will be essential that these responsibilities be clearly communicated and delineated among staff, students and leadership. This campus will need support in establishing procedures and protocols for these activities and holding one another accountable. The success of this program is built upon a system of accountability for all involved that is clear from the beginning, with an emphasis on the potential impact of a successful program.

A variety of professional development opportunities will be available to teachers including a ten-day summer learning institute centered on building positive school culture, STEM, interdisciplinary project-based learning, educational technology and maker space tools and resources, criterion-based rubric evaluation and design, and cross-curricular STEM integration and implementation. This training is in addition to the content deepening and instructional strategy training received through the regular content programs.

Teachers will design a Future-Ready PD Pathway plan (see image below) to incorporate areas of interest and choice as well as onboarding for new STEM Dual Language programming. Teachers will receive professional development in a variety of formats: virtual, self-paced personalized, face-to-face, and trainer-of-trainers model. On-going training via a STEM and Educational Technology Specialist will be offered throughout the school year to support implementation. Teacher representatives will also participate in STEM conferences to extend the learning. Professional development will be provided for three years to ensure program continuity and growth. Surveys, badges and certifications will be instituted to monitor progress and achievement.

## Future-Ready Pathways

**PLAN**

| ENGINEERING AND DESIGN         | COMPUTER SCIENCE                | MEDIA DESIGN      | STEAM SUPPORT               |
|--------------------------------|---------------------------------|-------------------|-----------------------------|
| Makerspaces and Makerfaires    | LEGO & Wonder Workshop Robotics | Adobe Spark       | Mentorship                  |
| Tinkercad                      | Hackathons                      | Animation         | Curriculum Design           |
| Tower Gardens and Eco-Learning | Cado Spark Academy & Scratch    | Minecraft         | Competencies and Portfolios |
| Design Thinking                | Circuits and Microbit           | Recording Studios | PBL Planning & Research     |

EDUCATIONAL TECHNOLOGY and EXTENDED LEARNING  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Self-Paced Personalized Professional Development

**Digital PD Choice Board for Teachers** [Click for PD Google Drive folder.](#)

These resources provide a direct way to plan, collaborate and create lessons for the virtual classroom. The resources can overlap in the varied categories.

| TALK  | TEACH   | LEARN   | CHECK   |
|---|---|---|---|
| How do you enable communication and collaboration in the virtual classroom between students and teachers? | How do you deliver content in the online classroom environment? | How do you differentiate and make instruction accessible? | How do you check for understanding and provide feedback to your students? |
| ZOOM  | GOOGLE CLASSROOM  | KAMI  | GOOGLE FORMS  |
| SEESAW  | GOOGLE SUITE  | IMMERSIVE READER  | ED PUZZLE   |
| PADLET  | SCREENCASTIFY   | SNAP & READ   | KAHOOT  |
| FLIPGRID  | NEARPOD   | TRANSLATE.IT  | SMART   |

21<sup>st</sup> CENTURY LEARNING  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
[21stcenturylearning@saisd.net](mailto:21stcenturylearning@saisd.net)  
210-554-2320  
[Website](#)

All new teachers will be assigned a veteran mentor teacher upon hiring. The mentor will connect with the new teacher at least weekly throughout the teacher’s first year, sharing feedback and resources as needed.

Weekly PLNs will be held by the teachers, administrators, and the instructional coaches. These meetings serve as ongoing professional development driven by the teachers, as well as a core system of accountability for student outcomes. At these meetings, educators in their PNLs will use daily formative assessments to guide and refine instructional delivery practices, engage in reflective processes on campus, district, and state assessment predictions, and identify trends in data and tier 1 instruction and respond immediately. Another ongoing system within the Poe PLNs will be to engage fellow colleagues in high leverage teaching and learning practices delivered by fellow expert colleagues. Teachers will also organically develop and determine the effectiveness of interventions and enrichment for students at all levels of achievement.

Administrators will engage teachers in an observation and feedback cycle with identified areas of the school’s focus to include, but not limited to student engagement and intermittent checks for understanding. Instructional coaches will provide student-centered coaching to teachers within their respective areas that includes cyclical goal setting, model teaching, co-teaching, tracking student progress, and reflection on teacher practices. Instructional coaches will ask the teachers guiding questions, which help them reflect on their practice rather than telling them what they need to do. This builds the teacher’s ability to self-reflect, take action, and hones their ability to think through their practice on their own. Campus leaders will also use T-TESS observation data to provide more targeted instructional feedback.

### Identifying and Retaining High Performers

A key focus for Poe will be to identify and retain our highest performing teachers and other campus staff. Our proposed strategies will include:

1. Offering financial rewards to the strongest teachers through San Antonio ISD’s Master Teacher Initiative 2.0 and Beyond Initiative, which will systematically identify the strongest teachers based on student data

and T-TESS observations and reward those teachers with increased salaries. Funding for this initiative is contingent on continued support from and alignment with the state's Teacher Incentive Allotment.

2. Providing campus-based non-monetary rewards and ongoing appreciation, such as teacher of the month and year, "jeans day", holiday celebrations, and ongoing opportunities for social interaction between staff.
3. Managing employee workloads through constant communication between campus administration and teachers, regular check-in's, building a culture in which asking for help is encouraged and reciprocated, discouraging unsustainable work habits like staying late every day, and seeking campus partnerships that provide support to teachers and students like student teachers and tutors.
4. Providing leadership opportunities to staff, such as department chair, committee leadership, joining district-wide teacher advisory panels and task forces, developing and leading campus-wide improvement projects, and leading student clubs.
5. Gathering and responding to employee feedback and data in order to continuously improve the employee experience. An annual staff survey will be conducted and teacher attrition data and exit interviews will be analyzed. The principal and other campus administrators will receive a 360 degree evaluation that will include staff feedback, so that they continue to grow in their management capabilities.

### **Why Work at Poe**

In our recruitment of new staff and the retention of existing staff, we will communicate a clear and compelling reason to work at this school. Poe STEM Dual Language Middle School will be a fun, challenging, dynamic, and compassionate place to work. With the latest in instructional technology and best practices for project-based learning, we will encourage our students to be designers of their own learning. We will honor and celebrate our community's cultural heritage and contributions, while also pushing our students to become the STEM leaders of tomorrow.

### **Reflection on Human Capital Data**

We chose average years of teacher experience and teacher retention for our human capital data because they highlight both a strength and an area for growth. The average years of experience for Poe and the feeder middle schools in 2019-20 was 11 years. This is higher than the district average, and shows that Poe has many veteran teachers that can provide a solid foundation for the new Poe. However, only 71% of teachers remained at Poe and the feeder schools in 2019-20 from the previous year. This data point demonstrates that the new Poe will need to do a better job retaining its teachers, and in particular its highest performing teachers.

Some turnover is of course expected, and Poe will always encourage teachers to pursue opportunities for leadership or jobs that better meet their personal and professional needs. However, in order to develop the high quality STEM and Dual Language programs that this new school envisions, Poe will need to be laser focused on identifying and retaining its highest performing teachers. In particular, teachers with STEM expertise will always have other opportunities in teaching and non-teaching jobs, so we need to create an environment in which they feel the highest levels of appreciation and connection to the school's mission.

## 12. CLIMATE & CULTURE

Poe STEM Dual Language MS will create a safe and welcoming haven for students by modeling P.A.C.E. (positive attitudes change everything). This ethos will drive all of our interactions as students and educators. We will set the tone for a school that is caring, loving, and a model for how to treat each other with dignity and respect. The campus will have a high-energy and welcoming atmosphere where students and staff feel a sense of belonging because each individual is what will make our school special. The school will look cutting edge as it serves to embody what our learners can expect in the workforce, college setting, and 21st century pathways they choose upon graduation from high school. We will endeavor for every Poe Tiger to enter our doors feeling loved and welcomed and leave our house of teaching and learning feeling empowered, prepared, and cared for.

Several different, overlapping initiatives and strategies will reinforce P.A.C.E and our desired climate and culture:

- **Classroom Entrance:** Poe teachers will stand outside their door to greet every student in a positive and enthusiastic way before they enter the classroom. Teachers will do handshakes, high fives (or “footshakes” during COVID) and will be encouraged to use creative ways to create positive “weather” at the start of every class.
- **Tiger Time:** Poe will employ “Tiger Time”, which will be a dedicated time set aside each school day where students and teachers connect with designated students in smaller groups on the following campus-wide initiatives: PBIS, Restorative Justice, Social Emotional Learning, Campus-Wide Expectations, and Literacy. There will be a looping system by which Tiger Time teachers stay with the same small group of students (no more than 15) to strengthen their community and family bond.
- **Counselor Support:** Counselors will have a dedicated time each week to provide teaching on the social-emotional competencies. They will also meet with in-person learners each morning before the school day begins to build relationships and pulse check student needs.
- **P.B.I.S:** We will begin each nine weeks and return to campus after extended breaks like the winter break or spring break to “reset” PBIS practices and expectations. This “reset” refreshes both staff and students on what the PBIS expectations are for students’ and teachers’ success. We will also begin each year with sharing the P.A.C.E. theme, the common language on the campus, and successful practices that both students and educators engage in to make the year successful. We will also partner with our feeder campuses to meet rising middle school students, verse them on our campus culture components, and provide face-time with our counseling staff to review core content and elective offerings for student choice card selections.
- **Restorative Justice:** We will also implement Restorative Justice practices, which will provide our campus a platform and strategies for strengthening our school family through deeper understanding of individuals, respecting the culture and identities of our students and staff, and learning how to repair harm that is caused so that the bond of our community remains intact. Our campus will have a diversity committee that creates a monthly Tiger Time lesson dedicated to diversity awareness, shares the purpose and value of each month’s highlighted group, and honors that group with a dedicated bulletin board in the front foyer of the campus.

### Poe’s Physical Spaces

Poe’s culture will be physically evident throughout the campus. For example, any visitor will quickly notice the PBI ROAR signs found in the hallways that remind students to be responsible, on time, attentive, and respectful. We will also have a highly visible leadership team that conducts day-to-day responsibilities via mobile carts so they are

easily accessible to classes, teachers, and students. We will take great pride in student achievement, so there will be numerous banners around the campus that celebrate these milestones to include our campus distinction designation, trophies for UIL events, and athletic banners for zone and district sports championships. Our teachers will take pride in posting motivation and positive sayings for our students, which will be viewed on the hallway bulletin boards and various posters. In support of college and career readiness, our hallways will also be adorned with pennants from many universities.

With support from startup grant funds, the school hopes to showcase brand-new flexible furniture and state-of-the-art instructional technology in every classroom. A makerspace will encourage hands-on learning, creativity, design, and engagement with real world technologies aligned to STEM careers. It will also spark joy and interest in STEM learning.

### **Bilingual Culture**

The dual language model will be reinforced throughout the campus by posting all school messages, including the mission and vision, in both English and Spanish. The front office will also be staffed with bilingual individuals who are appropriately trained to communicate with diverse families and stakeholders. They will be able articulate the program goals and practices, and greet all visitors in two languages. The goal will be to create a welcoming multilingual environment in which Spanish is elevated to a status equal to English.

### **Student Behavior Strategies and Procedures**

Educators will employ the nine steps of corrective teaching when coaching students on behaviors that are inappropriate for the class or school. This nine step process includes the following: 1. Praise/empathy; 2. Describe inappropriate behavior; 3. Describe appropriate behavior; 4. Rationale; 5. Acknowledgement; 6. Practice; 7. Feedback; 8. Consequence; and 9. Praise.

Educators will always seek to praise behaviors that are conducive to teaching, learning, and healthy social-emotional interactions. This will be reinforced through a school economy using Tiger Bucks which can be spent in the Tiger Bucks Store every two weeks.

Through Restorative Justice practices, students and educators will learn, through modeling, how to engage in conversations that are intended to repair what has been harmed to preserve the sanctity of the school family. The campus also intends to not use in-school suspension as a disciplinary measure. Students can repair harm based on the nature of the event leading to the need to repair harm. This is directly aligned to our campus theory of action to increase student achievement. We must provide students access to instructional delivery rather than removal.

The student discipline data from Poe's feeder schools shows that the number of out-of-school suspensions dropped from 19 per 100 students in 2018-19 to 12.5 in 2019-20. This likely reflects the district's new emphasis on restorative practices and resolving behavior issues with proactive approaches within the school, rather than an emphasis on more punitive measures that keep students out of the classroom.

## **13.FAMILY AND COMMUNITY ENGAGEMENT**

Families and community will be key to the success of Poe STEM Dual Language Middle School. The focus of our engagement efforts will be to actively involve parents, family members, and other caring adults in the education of Poe students and reinforce the belief that Poe is truly owned by the community, not the district. We'll measure the success of our engagement by the percentage of eligible neighborhood children who enroll at Poe, performance on the district's annual family survey, and attendance at all Poe community events.

Parent and community involvement strategies will be led by our school's Family and Community Engagement (FACE) Specialist and organized around Dr. Joyce Epstein's Six Types of Parent Involvement.

1. Parenting. The FACE Specialist will help all families establish home environments to support children as students. Specific strategies will include parent education courses, family support programs (food bank, social and mental health services, etc.), and home visits.
2. Communicating. The school will proactively communicate with parents about their students' individual needs and successes, as well as school-wide events, updates, and priorities. We will employ an open-door policy and expect that communication and responses to parents, colleagues, and community occur within 24-hours of receipt. Our front office team will be the first line of communication and strive to exemplify red carpet customer service in each interaction with families and the community. The front office team will conduct red carpet service by fielding the information received from parents and the community to determine who needs to take action and subsequently contacts the appropriate educators. Poe will pride itself on leaving each internal and external customer with a feeling of happiness because their concerns, questions, and/or feedback were received and taken action on.

Teachers will communicate daily with their parents through cell phone applications. The principal will have a weekly principal's coffee to communicate school updates and build relationships with parents. The school will also email a weekly newsletter to all parents. The school's website and Facebook pages will be kept regularly updated with important information. Finally, teachers will have two parent teacher conferences each year to review students' academic and social/emotional progress and set goals.

3. Volunteering. The school will recruit and organize parent volunteers to support teachers and campus-wide initiatives. Poe will have a dedicated parent room to provide a space for parents to conduct their organizing activities and build connections to the school and each other. Our STEM project-based learning will benefit from a robust volunteer core that will include STEM professionals.
4. Learning at Home. The FACE Specialist will work with teachers to provide information and ideas to families about how to help students at home with homework and other school activities. Research shows that students who have parents who are active in helping students with their work and monitoring academic goals are more likely to succeed. Teachers will communicate to parents regarding grade-specific homework policies and provide information on how to monitor and discuss schoolwork at home.
5. Decision-making. The principal and FACE Specialist will ensure that families participate in important school decisions and will work to develop capacity in parents to advocate for their needs. Venues for parent decision-making will include the Poe PTA, the Campus Leadership Team (CLT), and regular platicas. The CLT will always have at least 2 parents, and the agenda will always include items relevant to parents, in order to ensure that parents have a real voice and are not overwhelmed by campus staff, which often happens on CLTs. Through platicas, Poe staff will participate in authentic conversations with families rather than creating traditional school-led events in which parents are invited. This creates an opportunity for parents to lead the charge and direction of the platicas in a safe space that honors the culture and dominant language of our families.
6. Community Collaboration. Poe will recruit community partners, including local businesses, churches and nonprofits to raise funds for the school, donate goods and services, and provide volunteers such as reading buddies, mentors, and volunteers for STEM projects and showcases. The FACE Specialist will coordinate with these partners to ensure their work aligns to the school's needs and goals. The primary goal of Poe's community engagement will be to generate support for Poe students and families, but Poe will also endeavor to be a supportive partner to the community. For example, Poe will encourage neighborhood groups to use the facilities and playground when requested, and the school will participate

in neighborhood initiatives like YMCA Teen Night, SA Food Bank food distribution events. The campus will also seek approval to be an ongoing SA Food Bank pantry site for our feeder pattern schools.

Poe Middle School also aims to grow partnerships with our feeder elementary/academy schools given that they host specific strands of academic programming that Poe Middle School will offer in the 2021-2022 school year. These school-to-school partnerships build a foundation and pipeline of student talents and skills sets in both Dual Language and STEM. We will deepen that partnership by working collaboratively with our feeder high schools to have our students gain opportunities through endorsement pathways that provide middle school interaction with industry personnel. Parent and community partnership in these pipeline developments is essential because their input and support is essential from one level of academic school to the next. Their knowledge in the Dual Language and STEM pathways garners a better understanding of how they can create extensions of support at home that include such practices as: a distraction-free place for their child to engage in school activities, supporting their child at school events, and promoting literacy by expecting at least 20-minutes of reading at home nightly.

## 14. STUDENT RECRUITMENT AND RETENTION

### Student Recruitment

Poe will be a Dual Language and STEM middle school that offers not only courses aligned to those two academic pathways but also a full array of rigorous academic courses such as high school Algebra and US History, in which our students can earn high school credit. Our students will have a full menu of elective offerings to meet their diverse interests that include fine arts, career and technology, athletics, LOTC, and athletics. We will have an afterschool program, compete in athletic and fine arts competitions with other area schools, and are committed to preparing our students for adulthood through teaching problem solving, collaboration, and community building.

Increasing student enrollment is one of the school's key challenges, so student recruitment and retention will be a major focus, particularly in the school's first three years. The principal will begin by making it clear to all campus staff that student recruitment and retention is a priority. The enrollment goal will be communicated to all hired campus staff in March of 2021 so that all of the school's Spring enrollment and registration is focused on that goal. Throughout the year, enrollment will be actively monitored and discussed at faculty and administrative team meetings, in the same manner as academic data. Goals will also be set for the number of choice applications and number of registered students. The goals will be tied to specific deadlines in the Spring and Summer.

After establishing and communicating the goals, the principal will work with the administrative team to write a comprehensive recruitment plan, which will include tasks, timelines, and clear roles and responsibilities. A principal will designate a project lead and will schedule a weekly meeting to review the plan and monitor progress toward goals. Recruiting work will be delegated to all staff, not just the FACE Specialist, data clerk and administrative team.

A key focus of recruitment will be to engage families where they are (in their homes, businesses, and at community events), rather than expecting families to come to the school. Typically the families that attend school events are already attending the school or familiar with its programs. In order to increase student enrollment, Poe staff will need to connect with and persuade families who either left the existing Poe MS or have never considered attending Poe.

Examples of the recruitment activities that will be included in the plan are:

- Neighborhood block walking. This is one of the most effective recruitment strategies, so the school will conduct at least three block walks during the district's choice application window, which is typically

between November and January. The walks will include teachers and parents and will target homes and apartment complexes within the Poe attendance boundary and potentially other target neighborhoods. The FACE Department and Access and Enrollment Department will conduct training for campus staff in how to safely and effectively conduct block walks.

- Community events. The FACE Specialist will monitor local community calendars and social media to learn about as many community events as possible. Any time that the school can have a table or booth, or participate in any way, that is an opportunity to meet prospective families. Teachers will be encouraged to attend at least one of these events along with the FACE Specialist.
- Marketing materials. The FACE Specialist will work with the SAISD Communications Department to generate new marketing materials for the school (e.g, flyers, brochures, and posters). These materials will be available at the school, passed out during block walks, and dropped off at local businesses and events.
- District events. Poe will attend all district recruitment events, such as Experience SAISD and Mini Fairs. The principal will ensure that Poe does more than just show up at these events, but endeavors to go above and beyond to highlight the new Poe.
- Student registration. In the spring, there will be a detailed plan for how to register as many returning Poe students as possible and to register new students through the Choice application process. Parents will be called, texted, and emailed as many times as possible, and encouraged to come to school in person, until all registration forms are complete. Early registration is one of the best data points for enrollment in the fall.
- Summer connections. In order to prevent families from changing their mind over the summer, the school will make a plan to call each family at least once over the summer to remain connected and ensure the students show up the first day of school. The school will host one event at the school over the summer to build community and excitement for the next school year.

## **Student Retention**

In addition to the recruitment strategies listed above for new families, Poe will also improve the retention of its enrolled students. The school will first set a goal for student retention. This goal will be communicated to all staff and posted for staff to see, similar to what most schools do for attendance. The principal will assign one staff person to be the primary project lead for the retention plan and schedule a regular meeting to monitor retention efforts. Survey data and conversations with families and students have led the school to believe that the primary reasons for students leaving the existing Poe have been the limited college and career pathway offerings, a lack of culturally relevant instructional programming, and frequent turnover of leadership teams. The principal will meet with every family that intends to withdraw to both attempt to change their mind, and if that's not possible, at least gather data on why the student is leaving.

Because parents are the primary decision-makers on where students attend middle school, campus staff will place a high priority on customer service in all their interactions with parents. All front office staff will attend the FACE Department's "Red Carpet" customer service training and implement their recommended strategies, which include guidance for handling difficult parent conversations, a template parent phone call script, and recommendations for how to set up the school entrance and front office to be welcoming and easy to navigate for all parents, including parents with disabilities.

In order to increase student satisfaction at Poe, a core priority will be to build the most relevant and engaging STEM program, as described in the Academic Model above. Key aspects of the academic model that will impact retention include project-based learning and the focus on student agency and self-regulation. We believe that

students will remain at Poe when students are driven by their interest and engaged in relevant learning, while also having access to technology, such as their own laptops and tablets. In addition, the three CTE pathway courses will be fun and unique opportunities that other traditional middle schools won't offer.

Another way that Poe will improve students' connection to the school will be to enlist their help in recruiting other students. School staff will bring students to community events when feasible, ask students to generate content for the school's website and social media pages, and offer rewards to students who recruit friends and family to register at Poe.

**Elevator Speech to Prospective Families**

Poe STEM Dual Language will be the most exciting middle school in all of San Antonio! Students create and show off their own projects using the latest in technology. We offer unique courses in web design, engineering, and digital communications. Many classes are taught in English and Spanish through our innovative dual language program, with the goal to be bilingual and biliterate by the end of 8th grade. We're also a neighborhood school with an amazing arts and sports program. There are still spots open, so you can register online or at school now, or we'd love to host you for a school tour any time!

**Student Enrollment Projections**

|                  | <b>2021-22</b> | <b>2022-23</b> | <b>2023-24</b> |
|------------------|----------------|----------------|----------------|
| <b>6th Grade</b> | 219            | 225            | 230            |
| <b>7th Grade</b> | 0              | 207            | 212            |
| <b>8th Grade</b> | 0              | 0              | 195            |
| <b>Total</b>     | 219            | 432            | 637            |

**Evidence for Enrollment Projections**

The school believes its projected enrollment is reasonable due two main factors - proposed attendance zone changes for its feeder schools and the family demand for STEM learning. One of the main reasons that the existing Poe Middle School's enrollment has been lower the last several years is that many of the feeder elementary schools for Poe were converted into academics. Students that would have ordinarily attended Poe for middle school decided to remain at their academies through 8th grade. However, the five main feeder schools for Poe will be converted back in Pre-K - 5th grade elementary schools for the 2021-22 school year. This will provide an enrollment boost to Poe, regardless of the new academic model.

In addition to the change in feeder schools, we believe that the STEM and Dual Language programs will attract additional students to Poe. Some of the most popular schools at SAISD are STEM-focused schools like CAST Tech, CAST Med, and YWLA Primary. Twain Dual Language Academy is also one of the most popular district schools based on its dual language program. In addition, there are strong STEM-related programs at SAISD high schools, but there are not any corresponding STEM programs at the middle school level. We believe that building an innovative STEM program at the middle school level that is aligned to high school will also attract students and families.

**Communicating the Academic Model**

The school will work with the district's Office of Innovation to engage families during the choice enrollment process. Poe will participate in Experience SAISD, which is a district-wide school showcase. Poe will also propose additional marketing and communications support from the district, including door hangers, radio advertisements, and mailers. As described above in our student recruitment plan, the whole campus will mobilize to recruit families through block walking, attending community events, holding school events, making phone calls, and enlisting the support of current students and families. School staff will educate families on the STEM model through the use of new marketing materials, as well as several school events that will showcase a STEM model classroom and allow students and parents to participate in mock STEM-related projects.

### **Student Enrollment Requirements**

All students living within Poe's designated attendance boundary will be guaranteed admission throughout the school year. For students living outside the attendance boundary, Poe will follow the District's unified enrollment policy and procedure for Choice Schools, as described in FDB(LOCAL) and F51. In the event of any conflict between this in-district charter application and district policy and procedure regarding student enrollment and withdrawal, district policy and procedure will govern.

For the 2021-22 school year, the feeder elementary schools for Poe will be Douglass Elementary School, Herff Elementary School, Riverside Park Elementary School, Highland Park Elementary School, and Smith Elementary School. These feeder schools are subject to change by the district's Office of Access and Enrollment Services.

## **15. CAMPUS LEADERSHIP TEAM**

### **A. PURPOSE AND FOCUS**

The Poe Campus Leadership Team ("CLT") will be a diverse group of school staff and community members whose primary purpose will be to mobilize and empower the community in support of Poe students. The group will accomplish this mission by monitoring student data and setting goals, reviewing the key challenges to meeting those goals, and determining the ways that community members could address those challenges. Some of the strategies the group may explore could be recruiting industry professionals to serve as student mentors and content experts for STEM projects, fundraising for student initiatives, inviting students to job shadow or intern in STEM fields, building partnerships with social service and direct aid organizations to address family needs, and volunteering to lead student clubs. The CLT may also elect to bring cultural relevant and responsive opportunities to students to honor their culture and bilingualism. This could include mentorships and field trips to culturally relevant locations to explore and deepen students' learning about their identities.

This group will utilize the autonomy from the standard CLT procedures in order to remain focused on the key areas listed above, broaden the group's membership to include more parents and community members, and remain flexible to address campus and neighborhood needs as they arise.

### **B. MEETING STRUCTURE**

The CLT will meet every other month (6 times per year). The CLT may create sub-committees focused on specific areas like STEM projects, membership development, fundraising, family support, etc. Those sub-committees will meet at least quarterly, or more often as needed. The CLT will elect one of its non-district employees (parent or community member) to be Chair of the CLT. The meeting agendas will be developed jointly by the Chair and the Principal. Before the first day of school, the Chair and Principal will schedule the regular CLTs meetings for the year and will develop a schedule of standing agenda items at relevant times of year. For example, the first meeting of the year may include a data review from the previous school year. There should also be a mid-year and

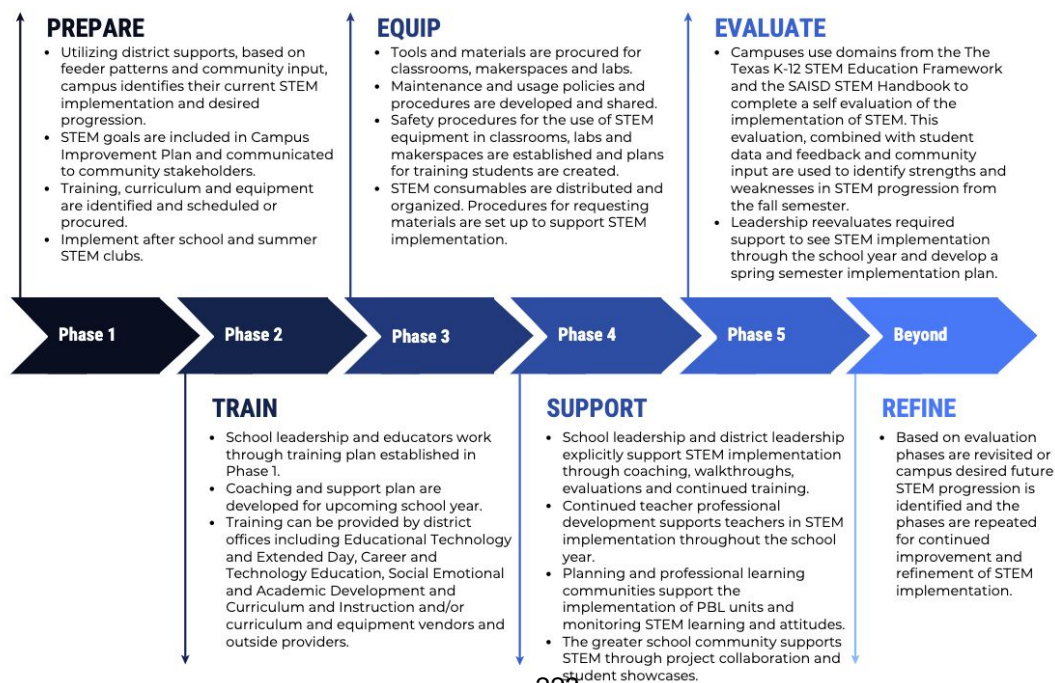
end-of-year review of data. Other standing agenda items should include a review of STEM project showcases, student recruitment, and school staffing.

### C. MEMBERSHIP

| Committee Member Name | Affiliation or Role       | Relevant Expertise  |
|-----------------------|---------------------------|---|
| 1. Christine Perez    | Principal, Poe STEM DL MS | Education, leadership, culture building                                       |
| 2. TBD                | Campus educator           | Instruction, school culture, student needs                                    |
| 3. TBD                | Campus educator           | Instruction, school culture, student needs                                    |
| 4. Rita Palmore       | FACE Specialist           | Parent engagement, community needs, fundraising                               |
| 5. TBD                | Parent                    | Parent and community strengths and needs                                      |
| 6. TBD                | Parent                    | Parent and community strengths and needs                                      |
| 7. Jacob Valenzuela   | Deco Pizza                | Local business leader, fundraising, community engagement                      |
| 8. TBD                | Community / business      | Community strengths and needs, fundraising, mentorships, industry connections |
| 9. TBD                | Community / business      | Community strengths and needs, fundraising, mentorships, industry connections |
| 10. TBD               | Student                   | Student strengths and needs, school culture                                   |
| 11. TBD               | Student                   | Student strengths and needs, school culture                                   |

## 16. IMPLEMENTATION PLAN

SAISD will establish an implementation plan that ensures a comprehensive STEM and Dual Language design that incorporates stakeholder input, purposeful training, timely management of resources, embedded leadership support, evaluation protocols and recommendations for refinement. (See sample below of STEM Implementation Process)



|  |   |   |
|--|---|---|
| <b>Initiative 1 Goal</b>   | Campus and district staff will develop the school’s curricular program before the start of the 2021-22 school year.   |   |
| <b>Action Steps</b>  | <b>Deadline</b>   | <b>Responsible Parties</b>  |
| Design Course Sequence aligned to student pathways for grades 6-8.   | July 14, 2021   | Academics Department (lead)<br>Campus Administrative Team   |
| Develop the STEM Dual Language pacing calendar and scope and sequence for grade 6.   | July 14, 2021   | Academics Department (lead)<br>Campus Administrative Team   |
| Establish a phase-in curriculum unit of study lesson design, progress monitoring tools, and showcase rubrics for grade 6.  | July 14, 2021   | Academics Department (lead)<br>Campus Administrative Team   |
| Develop TEKS-aligned curriculum with district and campus collaboration and feedback for grade 6 to commence the first grading period.                              | July 14, 2021   | Academics Department (lead)<br>Campus Administrative Team   |
| Create original curricular resources for 6th grade spanish language science and math and transadapt any existing resources to align with Dual Language STEM focus. | July 14, 2021   | Dual Language Department (lead)<br>Academics Department<br>Campus Administrative Team               |
| Commence phase-in curriculum development for grades 7-8.   | December 13, 2021   | Academics Department (lead)<br>Campus Administrative Team   |
| <b>Initiative 2 Goal</b>   | Campus and district staff will locate resources and complete purchasing to support the curricular program before the start of the 2021-22 school year.  |   |
| <b>Action Steps</b>  | <b>Deadline</b>   | <b>Responsible Parties</b>  |
| Develop budget and apply for federal startup grant.  | TDB - est.<br>April 2021  | Grants Department (lead)<br>Campus Principal  |
| Generate detailed quotes for planned purchases including BIDs and board approvals.   | April 15, 2021  | Campus Administrative Team (lead)<br>Academics Department<br>Procurement Department                 |
| Complete purchasing requirements and coordinate shipment, and installations.   | April 30, 2021  | Campus Administrative Team (lead)<br>Academics Department<br>Procurement Department                 |
| Purchase curriculum and resources.   | May 3, 2021   | Academics Department  |
| Process MOUs for partnerships to support STEM programs.  | May 3, 2021   | Academics Department  |
| Process outsourced professional development.   | May 3, 2021   | Academics Department  |
| <b>Initiative 3 Goal</b>   | High quality professional development will be provided to all campus staff to support the new school’s vision and curricular programming to include STEM, Dual Language, SEL, and other program initiatives, before the start of school year 2021-22, and continuing throughout the year. |   |
| <b>Action Steps</b>  | <b>Deadline</b>   | <b>Responsible Party</b>  |
| Develop custom three-year professional development calendar to phase-in grades 6-8 curricular programming  | May 14, 2021  | Academics Department (lead)<br>Campus Administrative Team   |
| Create implementation plan for onboarding technology professional development for all staff  | May 16, 2021  | Academics Department (lead)<br>Campus Administrative Team<br>Educational Technology & Design (lead) |

|   |              |   |
|---|--------------|---|
| Create implementation plan onboarding STEM and Dual Language professional development for all staff | May 16, 2021 | Academics Department (lead)<br>Campus Administrative Team |
| Commence phase-in professional development by program & grade level                                 | May 16, 2021 | Academics Department (lead)<br>Campus Administrative Team |
| Deliver targeted professional development on SEL, grading, and STEM School Culture                  | July 2021    | Academics Department (lead)<br>Campus Administrative Team |

In addition to these three key initiatives, the campus staff and district support teams will be guided by the STEM implementation plan recommended by the Texas K-12 STEM Education Framework, which is included below:

## 17. BUDGET EXERCISE

| Item Description  | Estimated Cost | Rationale   | Sustainability Plan  |
|---|----------------|---|--|
| New furniture for all classrooms (tables, flexible chairs, teacher workstation and chair, mobile storage units, bookcases, seat stools, etc.)   | \$450,000      | New flexible furniture is necessary to create innovative learning spaces that are comfortable and fun for students while encouraging collaboration and better integration of technology.  | Minimal ongoing costs after furniture is purchased. Will request district facilities funding or use campus local funds when replacement furniture is needed.   |
| Professional development (STEM, PBL, dual language pedagogy, technology integration, etc.), costs include hiring consultants and paying staff with supplemental pay when outside of normal work calendar  | \$150,000      | The new STEM and dual language academic model will involve new ways of teaching that will require extensive training.   | Majority of PD will be done within the startup grant period. In future years, PD will be for new teachers and annual refresher for all teachers but will use local funds.  |
| New technology to implement STEM model (Student chromebooks or iPads, laptops for all teachers, charging carts, headphones, document camera, Smart Board, etc.) and curriculum software. (Note: funds allocated for tech are lower because school is receiving a tech overhaul as part of 2020 Bond.) | \$75,000       | Teachers and students need updated technology to implement blended learning, conduct online research, learn web design, create videos, share and publish their student content, and establish technical skills for high school, college and career. | Most items will require upfront costs only. Some may require subscriptions and replacement, which will be funded from district technology funds and local campus funds.  |
| Makerspace technology, furniture and materials (3D printer, desktop computer, ipads, document camera, writable desks, storage containers, design materials, legos, circuits, robots, etc.)  | \$50,000       | A makerspace will encourage hands-on learning, creativity, design, and engagement with real world technologies aligned to STEM careers. It will also spark joy and interest in STEM learning.   | Minimal ongoing costs after initial purchases. Will request district funding, use campus local fund, or fundraise when replacements or enhancements are needed. May tap into local businesses for future funding and supplies. |
| Outdoor furniture for learning and play (benches, chairs, shade coverings, planters, sports equipment, etc.)  | \$45,000       | Research shows the efficacy of outdoor learning, students love being outdoors, and encouraging physical activity has numerous physical, emotional and academic benefits.  | Minimal ongoing costs after furniture is purchased. Will request district facilities funding or use campus local funds when replacement furniture is needed.   |
| School marketing materials for student recruitment (table   | \$30,000       | A key challenge for the school is boosting student  | Minimal ongoing costs after marketing materials are  |

|  |                  |  |  |
|--|------------------|--|--|
| coverings, pop up signs, tents, flags, mailers, door hangers, street banners, food and refreshments for parent events, etc.) |                  | enrollment. As a new school with a new logo, all school marketing must be replaced. Competition from local charter schools and other district choice schools will require Poe to market itself heavily and creatively. | purchased. Will request district funding or use campus local funds when replacements are needed. |
| <b>TOTAL</b>   | <b>\$800,000</b> |  |  |

## Appendix A - Data Template

**DIRECTIONS:** Please enter data into the cells shaded YELLOW. Do NOT enter any information into the non-yellow cells. If a data point is not applicable for your school, then please type "N/A" into the corresponding yellow cell.

**SCHOOL:** Grades 6 - 8 at Poe, Highland Park, Herff, Smith, Douglass, and Riverside Park

|  | SAISD<br>2019-20 | School<br>2017-18 | School<br>2018-19 | School<br>2019-20 | # Change<br>Y1 to Y3 | % Change Y1<br>to Y3 |
|--|------------------|-------------------|-------------------|-------------------|----------------------|----------------------|
| <b>PART 1: ENROLLMENT AND STUDENT PERSISTENCE</b>  |                  |                   |                   |                   |                      |                      |
| <b>A. General Information</b>  |                  |                   |                   |                   |                      |                      |
| 1  | N/A              | 6-8               | 6-8               | 6-8               | N/A                  | N/A                  |
| 2  | N/A              | 614               | 633               | 711               | 97                   | 16%                  |
| <b>B. Student Population</b>   |                  |                   |                   |                   |                      |                      |
| 3  | 6%               | 5%                | 4%                | 4%                | -1%                  | -20%                 |
| 4  | 0%               | 0%                | 0%                | 0%                | 0%                   | 0%                   |
| 5  | 91%              | 94%               | 94%               | 94%               | 0%                   | 0%                   |
| 6  | 2%               | 1%                | 2%                | 2%                | 1%                   | 100%                 |
| 7  | 1%               | 0%                | 0%                | 1%                | 1%                   | 100%                 |
| 8  | 89%              | 96%               | 94%               | 96%               | 0%                   | 0%                   |
| 9  | 21%              | 24%               | 24%               | 25%               | 1%                   | 4%                   |
| 10   | 15%              | 12%               | 16%               | 14%               | 2%                   | 17%                  |
| <b>C. Student Persistence</b>  |                  |                   |                   |                   |                      |                      |
| 11   | 66%              | 64%               | 67%               | 74%               | 10%                  | 16%                  |
| 12   | 63%              | 74%               | 58%               | 80%               | 6%                   | 8%                   |
| <b>PART 2: ACADEMIC OUTCOMES</b>   |                  |                   |                   |                   |                      |                      |
| <b>A. STAAR Grades 3-8 Outcomes (if applicable)</b>  |                  |                   |                   |                   |                      |                      |
| 13   | n/a              | 22%               | 25%               | n/a               | N/A                  | N/A                  |
| 14   | n/a              | 14%               | 23%               | n/a               | N/A                  | N/A                  |
| 15   | n/a              | 18%               | 28%               | n/a               | N/A                  | N/A                  |
| 16   | n/a              | 30%               | 26%               | n/a               | N/A                  | N/A                  |
| 17   | n/a              | 8%                | 15%               | n/a               | N/A                  | N/A                  |
| <b>B. STAAR EOC Outcomes (if applicable)</b>   |                  |                   |                   |                   |                      |                      |
| 18   | n/a              | n/a               | n/a               | n/a               | N/A                  | N/A                  |
| 19   | n/a              | n/a               | n/a               | n/a               | N/A                  | N/A                  |
| 20   | n/a              | 65%               | 29%               | n/a               | N/A                  | N/A                  |
| 21   | n/a              | n/a               | n/a               | n/a               | N/A                  | N/A                  |
| 22   | n/a              | n/a               | n/a               | n/a               | N/A                  | N/A                  |
| <b>C. Self-Selected Outcomes (Select up to 3 data points to share)</b>   |                  |                   |                   |                   |                      |                      |
| 23   | 94.1             | 93.2              | 93.2              | 93.8              | 0.6                  | 1%                   |
| 24   | 43.40%           | 34.20%            | 35.10%            | 43.90%            | 9.70%                | 28%                  |
| 25   | n/a              | 16%               | 21%               | n/a               | N/A                  | N/A                  |
| <b>Part 3: HUMAN CAPITAL</b>   |                  |                   |                   |                   |                      |                      |
| <i>Select 2 data points to share. (Examples: average years of teacher experience, % of teachers who remain from preceding year, # of master teachers, average TTESS proficiency scores, average # of staff absences, Insight survey results, etc.)</i> |                  |                   |                   |                   |                      |                      |
| 26   | 76%              | 75%               | 83%               | 71%               | -4%                  | -5%                  |
| 27   | 10.3             | 11.6              | 11.9              | 11                | -0.6                 | -5%                  |
| <b>Part 4: STUDENT DISCIPLINE</b>  |                  |                   |                   |                   |                      |                      |
| <i>Select 2 data points to share. (Examples: Review 360 incidents, # of student suspensions (in-school and out-of-school), # of DAEP placements, etc.)</i>   |                  |                   |                   |                   |                      |                      |
| 26   | 11.7             | 17.1              | 19.0              | 12.5              | -4.6                 | -27%                 |
| 27   | 2                | 3.7               | 1.3               | 1.5               | -2.2                 | -59%                 |

## Appendix B – STEM Curriculum Units of Study

The following are samples of project or problem based units that will be implemented across core content and elective courses.

### TEKS-based Sample *Performance Tasks*

Cross Curricular: Science, Career and Technical Education, Mathematics, Language Arts, and Social Studies

#### Grade 6

##### *How might we design devices to support space travel?*

This project-based unit uses space exploration, science content, as a basis for designing robots. In social studies students explore the past and contemplate future innovations that could support human colonization beyond our own atmosphere. Literature circles in English language arts explore a variety of Young Adult Science Fiction titles related to outer space pioneers. Mathematical literacy is connected to computer science concepts required in robotics. The project culminates in student presentations of their LEGO robots designed to assist humans in some element of space travel or habitation.

##### *How might we bring global awareness to the impacts of topsoil depletion?*

In the last 150 years, human activity has led to the loss of half of the topsoil on the planet. Students study erosion and geology and media arts as they produce Public Service Announcements (PSAs) to bring awareness to this global problem. In English language arts students practice persuasive writing techniques as they compose scripts and geographical concepts are reinforced through the exploration of data and graphs in social studies and math. Students work side by side with organizations around the world with similar goals with the hopes that the PSAs could be used in their work.

##### *How might we realistically model concepts of force and motion within a virtual world?*

Physics simulation is a field within computer science that aims to reproduce physical phenomena using a computer. In general, these simulations apply numerical methods to existing theories to obtain results that are as close as possible to what we observe in the real world. Students explore these concepts in math and science and work side by side with game developers and designers from the community as they develop video games that mimic Newton's laws of motion. The games are shared with the community through a virtual platform.

#### Grade 7

##### *How might we use robotics to repair or enhance the human body?*

As students study the human body in science they apply design thinking and the engineering design process to a challenge - designing a robot. In English language arts students work to create a poster for a public engineering presentation, similar to those held in universities. Additionally, students study research papers and apply scientific testing to support their design. Bioengineers and software developers are some of the guest speakers invited to share their experiences with students and view their finished products.

##### *How might we aid the recovery of ecosystems and communities after a catastrophic event?*

In this service learning project, students study a Texas community recently hit by a natural catastrophic event, such as a wildfire, hurricane, tornado or flood, and design a response that supports the recovery of the ecosystem or the community. Part of this response will include raising awareness of the need using media such as web development, graphic design or video production. In social studies, students will study the relationship between Texas ecoregions and how the organisms and environments respond to different natural disasters. In English language arts students read first-hand accounts from those who have experienced catastrophic events in Texas and respond through a written piece. Students collectively select ideas to be carried out by groups and partner with community organizations to make their ideas reality.

##### *How might we make health accessible to everyone?*

28% of low-income San Antonians lived in a food desert in 2015, while the national average of low income Americans living in a food desert is 6%. Students study bioengineering and ecology as they set out to bring awareness to food deserts in their community. While researching problems and developing solutions, students learn about photosynthesis through hydroponics and Texas government and economics through community health. Literacy and writing is integrated throughout the project through research tasks, letter writing, and writing a community awareness campaign in both Spanish and English.

#### Grade 8

##### *How might we design structures that respond to the topography on which they are built?*

In this unit, students study architecture that is designed to cooperate with the land on which it was built. Students practice Computer Automated Drafting, an important engineering skill that can lead to multiple certifications, and design their own structures related to a specific area of topography. Geometry and measurement is reinforced in math where students learn essential architectural concepts. Students are mentored by local architects to build scale models to be showcased with both the school and architecture community.

##### *How might we design devices to measure the skies above?*

Often the study of weather can feel irrelevant and a bit like a guessing game for students, when in fact meteorology is a fascinating, and important science. Using development boards, computer science and engineering concepts are applied in the design and construction of high altitude weather balloons that collect and record information from over 100,000 feet in the air. The connection between this data

and the concepts that control our weather become evident as students deconstruct the numbers and present their conclusions on English and Spanish local news channels.

*How might we raise awareness of the inequities in our society?*

In a study of American history, students identify groups of individuals who have experienced injustice during the Gilded Age, Civil Rights movement and today. Students compose written essays and create accompanying poster art to raise awareness and pay tribute to an individual or group of individuals, making a direct connection to the San Antonio community which are then showcased in a local art gallery.

TEKS-based Sample **Literacy Tasks: Argumentative, Informative & Constructed Responses**

Cross Curricular: Mathematics, Language Arts & Science

| Argumentative  |
|--|
| Are animals safe in the movie business?                    |
| Is health a community or individual responsibility?        |
| Should humans invest in the colonization of other planets? |
| Informative  |
| Automakers and Fuel Efficiency                             |
| Brain Controlled Prosthetics                               |
| A Clean Water Supply for Everyone                          |
| Accident Scene Investigations                              |
| Bridge Safety  |
| DNA and Forensics  |

## Appendix C – Texas K-12 Stem Education Framework - High Quality Indicators

### High-quality indicators for STEM program components:

The TEA has developed a *PK-20 STEM Education Program Planning Guide* to assist in breaking down each high-quality indicator and setting goals for local STEM education programming. There are additional tools listed for each domain that align to and support the high-quality indicators.

| High-Quality STEM Education Indicators   |
|--|
| <b>Domain 1 Equity of Programming</b>  |
| <i>Supporting Tools for this Section: PK 20 STEM Fidelity of Implementation, High Quality STEM Model Identification Guide</i>  |
| 1.1 STEM Instruction is offered for all students on campus   |
| <b>Domain 2 School Climate and Culture</b>   |
| <i>Supporting Tools for this Section: PK 20 STEM Fidelity of Implementation, Sustainability Tool, STEM Program Planning Guide, STEM Teaching and Learning Progression, Teacher and Student Surveys</i>   |
| 2.1 Professional development on integrated STEM content, resources, and instructional methods provided for all staff   |
| 2.2 Professional development to build a STEM culture and growth mindset in the organization provided for all staff   |
| <b>Domain 3 Program Design</b>   |
| <i>Supporting Tools for this Section: PK 20 STEM Fidelity of Implementation, Leadership Roles and Responsibilities, Sustainability Tool, STEM Needs Assessment, and STEM Program Planning Guide</i>  |
| 3.1 Leadership team made up of STEM stakeholders including school board, community, higher education, business and industry to ensure a successful academic and career pipeline  |
| 3.2 Students' PK-20 learning pathways is aligned to STEM careers and postsecondary STEM degree plan  |
| 3.3 STEM pathways include academic and technical skills to prepare students for STEM careers. (For example, engineering students have both CTE courses and high-level math and science course)   |
| 3.4 STEM program has a strategic plan including STEM integrated instruction aligned to the TEKS and offered regularly throughout the year  |
| <b>Domain 4 Curricular Aspects of the STEM Program</b>   |
| <i>Supporting Tools for this Section: PK 20 STEM Fidelity of Implementation, High Quality STEM Model Identification Guide, STEM Teaching and Learning Progression, Integration Strategies and Integration Graphic Organizer, STEM Curricular Planning and Implementation Reflection for Teachers, Texas EcosySTEM Continuum of Sample Experiences, STEM Fluency Skills Rubric, STEM Program Planning Guide, STEM Walk Through Tool</i> |
| 4.1 STEM Project/Problem-Based Learning and/or Design-Based Challenges are aligned to grade level TEKS   |
| 4.2 STEM Project/Problem-Based Learning or Design-Based Challenges have integrated content across STEM fields  |
| 4.3 STEM classroom experiences that include career exploration and authentic real-world activities/projects  |
| time management, adaptable, innovative   |
| 4.5 Opportunities to develop the technical skills of the engineering process and computational thinking  |
| 4.6 Experiences are vertically aligned throughout the district/campus and to postsecondary (PK-20)   |
| 4.7 Experiences are horizontally aligned to TEKS throughout the grade level (cross curricular)   |
| 4.8 Student mastery is demonstrated through a variety of assessment methods including formative, summative, and performance-based measures   |
| <b>Domain 5 Stakeholder Engagement</b>   |
| <i>Supporting Tools for this Section: PK 20 STEM Fidelity of Implementation, Sustainability Tool, STEM Program Planning Guide, High Quality STEM Model Identification Guide, Texas EcosySTEM Continuum of Sample Experiences, Family STEM Engagement Ideas, Ecosystem Engagement Checklist, Family Survey, STEM Fluency Rubric, STEM Event Planning Tool</i>   |
| 5.1 Connections to effective in and out-of-school STEM programs  |
| 5.2 Stakeholder partnerships for students that expand classroom learning to include capstone experiences (including virtual) like  |
| 5.3 STEM Work-Based Learning experiences to increases interest and abilities in careers requiring STEM skills  |
| 5.4 Stakeholder partnerships for teachers that connect their academic content to STEM careers through externships and research   |
| 5.5 STEM family engagement events/experiences hosted by the district/campus  |
| <b>Domain 6 Communication/Marketing Strategies</b>   |
| <i>Supporting Tools for this Section: PK 20 STEM Fidelity of Implementation, Sustainability Tool, STEM Program Planning Guide, High Quality STEM Model Identification Guide</i>  |
| 6.1 Marketing mechanisms to communicate the STEM plan across district, community and workforce   |



**Poe STEM Dual Language Middle School – In-District Charter Performance Contract**

This performance contract is subject to Texas Education Code Chapter 39 (regarding state accountability), 19 TAC §1075 (regarding partnership performance contracts), SAISD Board Policy EL(LOCAL), and the Partnership Agreement.

**I. Academic Excellence.** Objective: Academic performance will meet or exceed local and state standards.

Performance Measure 1 (Campus Overall Rating) is the most important metric in the Academic Excellence section for assessing the academic success of all in-district charter schools. The other performance metrics in this section serve as guideposts to enable the school to achieve its overall rating. A school will be considered as having met the Academic Excellence measure if they meet the overall rating in Performance Measure 1.

**Performance Measure 1: Campus Overall Rating**

| School Year    | 2020-21<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|----------------|-----------------------|---------|---------|---------|---------|---------|
| Overall Rating | N/A                   | C       | C       | C       | B       | B       |

**Performance Measure 2: Student Achievement Domain**

| School Year           | 2020-21<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|-----------------------|-----------------------|---------|---------|---------|---------|---------|
| Domain Rating         | N/A                   | C       | C       | C       | C       | C       |
| STAAR/EOC Performance | N/A                   | 38%     | 39%     | 40%     | 42%     | 44%     |

**Performance Measure 3: Progress Domain**

| School Year                    | 2020-21<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|--------------------------------|-----------------------|---------|---------|---------|---------|---------|
| Domain Rating                  | N/A                   | B       | B       | B       | B       | B       |
| STAAR/EOC Growth               | N/A                   | 62%     | 63%     | 64%     | 65%     | 66%     |
| STAAR/EOC Relative Performance | N/A                   | 38%     | 39%     | 40%     | 42%     | 44%     |

## Performance Measure 4: Closing the Gap Domain

| School Year                                | 2020-21<br>(Baseline) | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|--|-----------------------|---------|---------|---------|---------|---------|
| Domain Rating                              | N/A                   | C       | C       | C       | C       | C       |
| Academic Achievement<br>(% Indicators Met) | N/A                   | 14%     | 14%     | 14%     | 29%     | 36%     |
| Academic Growth<br>(% Indicators Met)      | N/A                   | 36%     | 36%     | 43%     | 43%     | 50%     |
| Student Success<br>(% Indicators Met)      | N/A                   | 25%     | 25%     | 38%     | 38%     | 50%     |
| English Language Proficiency               | N/A                   | Met     | Met     | Met     | Met     | Met     |

## II. Organizational Strength

| Objective   | Metric  |         |     |         |     |         |     |         |     |         |     |
|---|---|---------|-----|---------|-----|---------|-----|---------|-----|---------|-----|
| School leadership will further the school mission, program, and goals and will act strategically to ensure adequacy, alignment, and coherence of actions. | <ul style="list-style-type: none"> <li>Fulfill the education plan and programs outlined in the campus charter, in accordance with Tex. Educ. Code Sec. 12.059(1).</li> <li>Overall score on the district-wide teacher survey that meets or exceeds the district average.</li> </ul>   |         |     |         |     |         |     |         |     |         |     |
| Provide quality educational programs that enable all students to achieve academically and socially.   | <ul style="list-style-type: none"> <li>Average daily student attendance rate of at least 90%.</li> <li>Student attrition rate as follows <table border="1" data-bbox="760 1270 1073 1461"> <tbody> <tr> <td>2021-22</td> <td>15%</td> </tr> <tr> <td>2022-23</td> <td>15%</td> </tr> <tr> <td>2023-24</td> <td>10%</td> </tr> <tr> <td>2024-25</td> <td>10%</td> </tr> <tr> <td>2025-26</td> <td>10%</td> </tr> </tbody> </table> </li> </ul> | 2021-22 | 15% | 2022-23 | 15% | 2023-24 | 10% | 2024-25 | 10% | 2025-26 | 10% |
| 2021-22   | 15%   |         |     |         |     |         |     |         |     |         |     |
| 2022-23   | 15%   |         |     |         |     |         |     |         |     |         |     |
| 2023-24   | 10%   |         |     |         |     |         |     |         |     |         |     |
| 2024-25   | 10%   |         |     |         |     |         |     |         |     |         |     |
| 2025-26   | 10%   |         |     |         |     |         |     |         |     |         |     |
| Meaningfully engage families to establish and maintain positive relationships between school and home.  | <ul style="list-style-type: none"> <li>Overall score on the district-wide parent survey that meets or exceeds the district average.</li> </ul>  |         |     |         |     |         |     |         |     |         |     |

## III. Financial Health

| Objective   | Metric  |
|---|---|
| The School will be well-run, financially healthy, and capable of achieving long-term success. | <ul style="list-style-type: none"> <li>School will demonstrate effective fiscal management by following district policies and procedures and applicable state and federal law related to the spending, budgeting, and reporting of any district or campus funds.</li> </ul> |

## SAISD BOARD AGENDA SUMMARY FORM

---

**AGENDA TITLE:** Approval of the Ratification of the Memorandum of Understanding (MOU) Between SAISD and SA Threads

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

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

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

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the ratification of the Memorandum of Understanding (MOU) between SAISD and SA Threads. SA Threads is a non-profit organization in San Antonio whose charitable purpose is to provide clothing and other needed resources necessary for at-risk youth. Their efforts in SAISD will be to provide these resources to eligible students, thereby enabling them to attend school and focus on their education. SA Threads will work with District staff to identify eligible students to receive these services at no-cost.

Board approval is necessary for this MOU since it contains an indemnity obligation in favor of the vendor. However, such approval should only be to the extent permitted by Texas law and funds are appropriated.

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

Recommend that the Board approves the MOU between SAISD and SA Threads as presented.

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

N/A

### **IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this "MOU") is made and entered into as of the 2<sup>nd</sup> day of February, 2020 (the "Effective Date"), by and between **SAN ANTONIO THREADS**, a Texas non-profit corporation ("SA Threads"), and **SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** (the "School District").

**WHEREAS**, as part of its charitable purposes SA Thread provides clothing, backpacks, hygiene items and other resources necessary for needy or at-risk youth to be able to attend school and focus on their education (the "Services");

**WHEREAS**, SA Threads has agreed to assist the School District by providing Services to a limited number needy and at-risk-youth students enrolled in the School District's schools; and

**WHEREAS**, the parties desire to formalize their relationship to achieve an efficient coordination between them to ensure Services are provided to needy or at-risk youth enrolled in schools of the School District;

**NOW, THEREFORE**, in consideration of the premises and for the further consideration of the terms, provisions, and conditions hereinafter set forth, SA Threads and the School District have agreed as follows:

### **Section 1: SA Threads' Responsibilities.**

SA Threads will travel to one designated school within the School District one time each month during the period from October 2020 through May 2021 (the "Term"). At each monthly visit, SA Threads will provide a temporary youth shop where up to 50 students identified by the School District as being in need of Services may "shop" for new and new-like clothing at no cost to the student (a "Youth Shop"). SA Threads reserves the right to refuse Services to any student not meeting SA Threads need requirements or acting disrespectful or otherwise inappropriately during a Youth Shop.

### **Section 2: School District's Responsibilities.**

The School District will be responsible for identifying up to 50 middle school students of the School District each month during the Term who are needy or otherwise at-risk that would benefit from SA Threads' Services. In addition, the School District will provide an appropriate, donated space at one of the School District's school campuses for each Youth Shop and provide volunteers to assist the students while they "shop" for new clothes and any other supplies.

### **Section 3: Mutual Responsibilities.**

The parties agree to work diligently to mutually agree on the date, time and the location for each Youth Shop. The School District will designate an employee to act as the liaison with SA Threads who shall be responsible for scheduling all Youth Shops for the School District.

**Section 8: Entire Agreement.**

This MOU will automatically terminate at the end of the Term without any further action required by the parties. At the end of the Term, the parties may mutually agree to enter into a new MOU for the following school year. In addition, this MOU may be terminated at any time by the mutual written agreement of the parties.

**Section 8: Entire Agreement.**

This MOU constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by both parties.

**SAN ANTONIO THREADS**

By:   
Cathy Hamilton, CEO

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Pedro Martinez, Superintendent

**Section 4: Confidentiality.**

SA Threads agrees not to disclose personal information including a student's name, ethnicity, economic status or other personal information to any third-party other than may be required by law; provided, however, that such information may be used (without including any identifying information) for the purposes of maintaining statistics on individuals served by SA Threads, applying for grants or other funding requests, and other similar purposes related to furthering SA Threads mission.

**Section 5. Limited Liability.**

SA Threads is an independent contractor of the School District. SA Threads shall not be liable to the School District, or to anyone who may claim any right due to its relationship with the School District or any of its employees, agents or other persons affiliated in any way with the School District, for any acts or omissions in the performance of the Services provided hereunder, except when said acts or omissions of SA Threads are due to its gross negligence or willful misconduct. The School District shall indemnify and hold SA Threads harmless from any obligations, costs, claims, judgments, attorneys' fees, and other attachments arising from the performance of the Services rendered to the School District hereunder, except when the same shall arise due to the gross negligence or willful misconduct of SA Threads.

**Section 6: Notices.**

All notices under this MOU must be in writing and will be deemed to have been duly given when (a) delivered by hand, (b) sent by electronic mail (with confirmation of receipt), or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other party):

SA Threads:

San Antonio Threads  
Attn: Cathy Hamilton, CEO  
10446 Sentinel Street  
San Antonio, TX 78217  
Email: cathy.sathreads@gmail.com

School District:

San Antonio Independent School District  
Attn: Pedro Martinez, Superintendent  
141 Lavaca  
San Antonio, TX 78210  
Email: \_\_\_\_\_



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academic Board Agenda Items that have a cost.

|                     |  |
|---------------------|--|
| Department:         | Student and Academic Support Services  |
| Board Meeting Date: | March 16, 2021   |
| Agenda Title:       | Approval of the Ratification of the Memorandum of Understanding (MOU) Between SAISD and SA Threads |
| Presenter:          | Victoria Bustos, Executive Director, Student and Academic Support Services                         |
| Cost:               | No cost  |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|--------------------|------------------|------------------|-----------------|
| 245                | -                  | All                | No cost          | No cost          | No cost         |

### HISTORICAL DATA

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

|   |   |
|---|---|
| <p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p> | <p>SA Threads is a nonprofit organization whose purpose is to clothe at-risk students, ages 12-21, in Bexar and surrounding counties. They provide a safe and nurturing shopping experience for teens in need, to include foster care and homeless students. SA Threads recognizes the unmet needs of teens who may not have access to basic necessities like clean and functional clothing. Last year, they provided 245 SAISD students new clothing, socks, undergarments, toiletries, shoes, and seasonal items in the amount of \$36,700.</p> |
|---|---|

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas State University for College Enrollment, Persistence, and Completion Initiatives**

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

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

**PRESENTER:**        Liz Ozuna, Executive Director, Advanced Academics/Postsecondary Initiatives

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Texas State University for college enrollment, persistence, and completion initiatives.

The purpose of this MOU is to launch programs, projects, and activities that support SAISD graduates in enrolling and completing college and to build a network of college partners with the same vision. This new partnership with Texas State University supports the District's goal to access universities with high enrollment, persistence, completion, and affordability rates. Texas State University will offer the Bobcat Promise program which ensures eligible SAISD graduates have their tuition covered and become part of a learning community.

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

Recommend that the Board approves the MOU between SAISD and Texas State University for college enrollment, persistence, and completion initiatives as presented.

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

N/A

### **IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The San Antonio Independent School District  
AND  
Texas State University**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into by and between Texas State University (**TXST**) and the San Antonio Independent School District (SAISD).

**PURPOSE OF MOU.** The purpose of this MOU is to develop and expand a partnership between **TXST** and SAISD to develop programs, projects, and activities that support SAISD graduates in their efforts to complete their postsecondary aspirations, and address college persistence and completion challenges for student populations served by SAISD.

**PARTNERSHIP OBJECTIVES.** The main long-term objectives of the partnership are to:

- Attract SAISD graduates to **TXST**, where they will have the opportunity to excel academically and contribute as leaders on campus in the larger community;
- Successfully enroll a cohort of approximately 50 students each year;
- Achieve a 50% 6-year graduation rate for SAISD alumni who enroll at **TXST**; and
- Provide opportunities for the leadership and staff of both SAISD and **TXST** to meet and create new strategies to address the challenges of college faced by SAISD alumni.

**SAISD RESPONSIBILITIES. By signing this MOU, SAISD agrees to the following:**

1. Designate a point of contact to manage this MOU, organize annual meeting of stakeholders to adjust partnership agreement as appropriate, and coordinate with counselors and advisors who can assist in furthering the commitments delineated in this partnership
  - a. Identify at least one member from each SAISD high school for direct school-level contact for **TXST** representatives
  - b. Serve as a representative to other school districts interested in partnering with **TXST**
2. Collaborate with SAISD schools to provide **TXST** access to recruit students who are a match and fit for the university as well as students who declare an interest for **TXST** by:
  - a. Ensuring SAISD applicants submit all required paperwork for the Bobcat Promise
  - b. Providing suitable space, time and materials for TXSTATE representatives to meet and advise students and families interested in TXSTATE
  - c. Ensuring placement of a high traffic assignment during districtwide college fairs
3. Provide the **TXST** admissions office with access to contact and profile information for SAISD high school seniors and SAISD alumni at community colleges as permitted by federal and state student privacy laws;
4. Portray **TXST** as an attractive higher education option and official “SAISD College Partner” to SAISD high school students and families
5. Collaborate with **TXST** to improve college persistence and completion of academic goals by **TXST** students who are SAISD alumni by:
  - a. Educating counselors and advisors on various student success and retention initiatives offered by **TXST** for first generation college students who may also be from low income families

- b. Providing feedback from SAISD staff and alumni at **TXST** regarding the most successful means of supporting first generation college students from low income families; and
- c. Collaborating with **TXST** staff to design initiatives for SAISD alumni at **TXST** to improve their college persistence and retention

**TXSTATE RESPONSIBILITIES. By signing this MOU, TXSTATE agrees to the following:**

1. Designate a point of contact to manage this MOU, organize annual meeting of stakeholders to adjust partnership agreement as appropriate, and coordinate with appropriate faculty and/or staff who can assist in furthering the commitments delineated in this partnership;
  - a. Identify at least one member from each of the following offices as secondary points of contact: financial aid, admissions, student advising, faculty, student success, and career center;
  - b. Serve as a representative to other colleges and universities interested in partnering with SAISD
  
1. Provide SAISD with access to student contact and academic information for SAISD alumni applying and enrolling at **TXST** as permitted by federal and state student privacy laws, and honor SAISD's FERPA Consent to Release Student Information form;
  
2. Through existing orientation and admission initiatives, recruit, admit, and enroll a cohort of SAISD alumni by:
  - a. Ensuring enrollment into the Bobcat Promise if students meet [TXST requirements](#)
  - b. Directing fall application outreach efforts towards SAISD students and alumni, and potentially assigning enrollment leads for SAISD applicants
  - c. Educating SAISD counselors and advisors about **TXST** (e.g. invite them to campus visits, providing informational material, etc.), their pre-college opportunities, and student retention efforts
  - d. Accepting application materials such as test scores, transcripts, fee waiver forms, and/or letters of recommendation sent directly from and authenticated by SAISD staff (e.g. counselors, advisors);
  - e. Identifying one orientation session where all SAISD students bound for **TXST** attend together
  
3. Provide financial aid packages to eligible SAISD applicants consistent with **TXST** financial aid policy and procedures and subject to available funding by:
  - a. Awarding funds that cover the full cost of tuition, excluding loans, for students that qualify for the Bobcat Promise by submitting the following by March 15:
    - i. Be accepted to the university
    - ii. Must have a family income of less than 50,000 or less
    - iii. Submit the Free Application for Federal Student Aid
  - a. **Not reducing federal or state grants from a student's award package if SAISD applicants acquire outside scholarships, as long as the total financial aid does not exceed the student's need or cost of attendance;**
  - b. **To receive initial- and renewal-year awards under the Bobcat Promise program, students must meet the Eligibility Criteria and Renewal Criteria delineated on the Bobcat Promise program website at [www.finaid.txstate.edu/undergraduate/freshman-aid-programs/bobcatpromise.html](http://www.finaid.txstate.edu/undergraduate/freshman-aid-programs/bobcatpromise.html).**

4. Facilitate opportunities proven to support student persistence and retention for first generation college students, students of color and/or low income students by:
  - a. Identifying cohorting opportunities (e.g. learning communities, academic inquiry courses, student organizations, etc.) that promote a community made up of SAISD alumni at **TXST** and their peers
  - b. Identifying mentorship opportunities (e.g. Freshman Peer Mentor program, faculty mentors, staff mentors, peer mentors) that encourage a sense of belonging among SAISD alumni at TXST
  - c. Identifying university-wide opportunities (e.g. study abroad opportunities, Career Services Center, undergraduate research experiences, student leadership programs, student life initiatives, etc.);
5. Allow SAISD to refer to TXST as a “SAISD College Partner” publicly and allow the use of its logo in SAISD publications.

**GENERAL PROVISIONS.** The provisions of this MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, will have the effect of varying the terms presented.

1. TXST grants SAISD permission to use the TXST logo to promote TXST and its partnership with SAISD. SAISD understands and acknowledges that **Texas State University** owns all rights to the name, logos, and symbols of TXSTATE, and any alteration of the **TXST** logo or additional use of university marks by SAISD must have prior written approval of **TXST**;
2. This MOU and all claims arising from this MOU shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to this Agreement and all claims arising from this Agreement shall be brought in the federal or state courts serving Hays County in the State of Texas.
3. Notwithstanding any provision of this MOU, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this MOU, the terms of this paragraph shall control
4. Each party will comply with all state and federal laws applicable to this MOU, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; applicable provisions of the Texas Education Code and Texas Government Code.
5. In their execution of this MOU the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans’ status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this agreement.

6. This MOU takes effect upon the final signature of all parties and will continue in effect from the date of execution for a period of five years. This MOU may be extended or amended upon written agreement by all parties. Any party may terminate this MOU in its entirety for any reason or no reason at all with a thirty (30) day written notice. All students recruited prior to and/or during the year will receive/retain all benefits afforded to them as stated in the agreement.

**FOR: Texas State University**

\_\_\_\_\_  
Name and Title: Dr. Gene Bourgeois, Provost and VP for Academic Affairs

\_\_\_\_\_  
Date

**FOR: San Antonio Independent School District**

\_\_\_\_\_  
Name and Title: Pedro Martinez, Superintendent

\_\_\_\_\_  
Date



# BOARD AGENDA CLARIFICATIONS

Provide this information for Academic Board Agenda Items involving a MOU.

|                     |  |
|---------------------|--|
| Department:         | Postsecondary Initiatives  |
| Board Meeting Date: | March 16, 2021   |
| Agenda Title:       | Approval of a Memorandum of Understanding between SAISD and Texas State University for College Enrollment, Persistence, and Completion Initiatives |
| Presenter:          | Liz Ozuna, Executive Director for Advanced Academics & Postsecondary Initiatives   |
| Cost:               | No cost associated   |
| Board Goal          | 10 - Increase the percent of graduates attending college.  |

## IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|--------------------|------------------|------------------|-----------------|
| All seniors        | 0                  | 14                 | \$0              | \$0              | \$0             |

## HISTORICAL DATA

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

|   |   |
|---|---|
| <p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p> | <p>Texas State University will be a crucial college enrollment and persistence partner. Texas State holds one of the highest college completion rates (56%) in the area, just behind Trinity University (80%) and St. Mary's University (57%). Texas State University is the seventh most attended higher education institution for SAISD graduates, being far away but close enough for students to seek independence and stay close to family.</p> <p>The Bobcat Promise, a program which guarantees free tuition and mandatory fees for 15 credit hours per semester to entering freshmen with a family adjusted gross income that does not exceed \$50,000, would be offered to freshmen. This program guarantees that students become part of a learning community, an effective practice shown to</p> |
|---|---|

increase a college student's likelihood of persisting and completing college. The partnership represented by this MOU will ensure SAISD students going to Texas State are guided into first-generation student support programs (e.g. TRiO programs) that are known to support high persistence and completion rates for educationally underserved students.

Texas State adds to the number of college partners that seek to help SAISD increase the percent of graduates that attend college by offering one more Promise pathway at a university with high enrollment, persistence, and completion rates.

**SAISD BOARD AGENDA SUMMARY FORM**

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**AGENDA TITLE:** **Approval of the Renewal of the Memorandums of Understanding (MOUs) Between SAISD and the Alamo Colleges District for the Early College High School (ECHS) Program**

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

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

**PRESENTER:** Liz Ozuna, Executive Director, Advanced Academics/Postsecondary Initiatives

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the renewal of the Memorandums of Understanding (MOUs) between the Alamo Colleges and SAISD for the Early College High School (ECHS) Program at Brackenridge, St. Philip’s, and Travis Early College High Schools.

Early College High Schools blend high school and college coursework to enable students to simultaneously earn a high school diploma and up to two years of transferable college credit (60 hours), with the possibility of an associate degree, tuition free. San Antonio ISD has committed to offering students opportunities for early college attainment in partnership with the Alamo Colleges District. These campuses must continue to meet state criteria for designation and must reapply annually to continue with the designation.

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

Resolved that the Board approves to renew the MOUs as presented for three early college campuses: Brackenridge ECHS, St. Philips ECHS, and Travis ECHS for the 2021– 2022 school year.

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

No additional funds needed. Tuition and books/materials are reflected in the Dual Credit and CTE budgets.

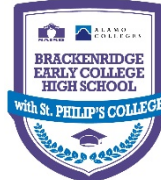
**IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

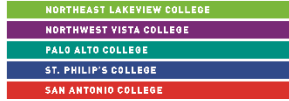
- SAISD will have strong District-wide leadership and will recruit and retain quality staff.
- SAISD will ensure fiscal health.
- SAISD will facilitate a successful Bond initiative and its implementation.
- SAISD will become a national model urban school district where every child graduates and is educated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



ALAMO COLLEGES DISTRICT  
St. Philip's College



ALAMO  
COLLEGES  
DISTRICT



**2021-22  
EARLY COLLEGE HIGH SCHOOL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**BRACKENRIDGE EARLY COLLEGE HIGH SCHOOL  
IN PARTNERSHIP WITH ST. PHILIP'S COLLEGE – ALAMO COLLEGES DISTRICT  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**AND**

**ST. PHILIP'S COLLEGE  
ALAMO COLLEGES DISTRICT**

ST. PHILIP'S COLLEGE (herein referred to as “the College”), a college of the ALAMO COLLEGE DISTRICT (herein referred to as “Alamo Colleges District”), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the “School District”), a Texas Independent School District contracting on behalf of its Early College High School (herein referred to as the “ECHS”), enter the following Memorandum of Understanding (“MOU”) for the continuation of the School District ECHS as of the 2021-2022 Academic Year. Collectively the partners are referred to as “Parties.” The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the ECHS. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, academic discipline history, teacher recommendation, or minimum grade point average (GPA).

ECHS are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The ECHS plans to add a cohort

appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The ECHS will be located at 400 Eagleland Dr., San Antonio, Texas 78210.

An ECHS prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the ECHS, students (herein referred to as the "ECHS Students") are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the ECHS are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

## **1. TERM**

The Initial Term of this MOU shall be August 1, 2021– July 31, 2022. Effectiveness is subject to approval of the ECHS re-designation by the Texas Education Agency ("TEA"), any additional approvals that may be required by the Texas Higher Education Coordinating Board ("THECB"), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

## **2. APPLICABLE LAW**

The Parties agree to operate the ECHS in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual

("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC").

The Parties agree to operate the ECHS in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the ECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

### **3. REPORTING**

The 86th Texas Legislative Session passed SB 502 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

- (1) academic credit at the receiving institution; or
- (2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

A report required by this section must indicate:

- (1) the course name and type;
- (2) which institution of higher education provided academic credit for the course; and
- (3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

- (1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
  - (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
  - (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

#### **4. DISABILITY SUPPORT SERVICES**

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, an ECHS Student requiring disability support services may have differing levels of assistance from the School District and College. For an ECHS Student to receive disability support services at the College, the ECHS Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The ECHS Student, ECHS Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the ECHS Student. The accommodation letters will be given to the ECHS Student and may be given to the School District ECHS Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

#### **5. GOVERNANCE**

- a. The ECHS established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of an ECHS designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.
- b. An ECHS Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, ECHS Coordinator, ECHS Counselor or designee, SAISD College, Career, Military Readiness Department representative, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the ECHS web site. The notes must contain action items and a log of the decisions made by this

committee. A subset of the Committee may meet more often to satisfy the organizational needs of the ECHS.

- c. The ECHS Staff will include a Principal / ECHS Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College will provide a representative to participate on the search committee of the ECHS Principal / ECHS Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with ECHS staff and administrators.

## **6. MARKETING AND CO-BRANDING**

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ ECHS, “at”, or “with”, or “in partnership with” “College name – Alamo Colleges District.” At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the ECHS shall be the Brackenridge Early College High School in partnership with St. Philip’s College – Alamo Colleges District. The official name of the ECHS shall be used, at minimum, in the letterhead of the ECHS, the business card of its Principal / ECHS Director, all of its press releases, any references to the ECHS in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the ECHS.
- b. Official Logo for ECHS. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with “Alamo Colleges District”, adhering to Alamo Colleges District branding standards.
- c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.

- d. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in an ECHS venture. However, because the designation of the ECHS from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the ECHS or the official logo of the ECHS.
- e. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the ECHS partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

## **7. COMMUNICATIONS**

- a. To adhere to the requirements set forth by the TEA in the ECHS designation Blueprint, as well as those listed in the goals outlined in House Bill 1638 (“HB1638”) passed during the 85<sup>th</sup> Texas Legislative Session, Regular Session, and codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the ECHS will ensure that documentation summarizing collaboration and outreach efforts of College, ECHS and business partners will be readily available and posted.
- b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the ECHS and College websites.
- c. Metrics required by Statewide Goals for Dual Credit will be posted on both the ECHS and the College web sites.
  - i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.
  - ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
  - iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
  - iv. Analysis of performance in subsequent course work.
- d. To adhere to the requirements set forth by legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

## **8. PARENT INVOLVEMENT AND OUTREACH**

- a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the ECHS concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of ECHS Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.

- b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The ECHS will communicate to the parents of ECHS Students that any questions or concerns from parents should be directed to the ECHS Principal / ECHS Director or Counselor. The College personnel will not be expected to communicate with parents.
- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.
- d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called “directory information.” Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student’s name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.
- e. College staff are prohibited from discussing or disclosing any information specific to students’ grades, conduct or other related matters with individuals other than the student or staff in the ECHS. The ECHS Student must submit a FERPA Consent Form to the College’s Admissions and Records Department to authorize the College, by signature, to discuss the ECHS Student’s record information, including grades, conduct or other related matters.
- f. An electronic version of the FERPA Consent Form may be obtained at: [https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa\\_consent\\_form.pdf](https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf)
- g. The ECHS will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the ECHS.

## **9. BUILDING A COLLEGE CULTURE**

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

- a. The 86<sup>th</sup> Texas Legislative Session passed SB 1324 stating that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.
- b. A four-year crosswalk will be developed to demonstrate students’ progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The ECHS Student and College

Advisor will meet and design a degree plan that will be submitted into the College's system of record.

- c. The ECHS Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.
- d. The ECHS Student will participate in dual credit courses receiving both high school and college credit.
- e. The ECHS Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that ECHS Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

## **10. RECRUITMENT**

The School District, through the ECHS, will recruit 8<sup>th</sup> graders annually for the incoming 9<sup>th</sup> grade class.

- a. The recruitment process may include:
  - i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;
  - ii. A presentation of recruitment/admission materials made to all 8<sup>th</sup> grade students;
  - iii. Meetings with middle school counselors, as applicable, to discuss the ECHS and answer questions;
  - iv. Student/parent meetings are held at middle school campuses so the ECHS can explain the opportunities and commitment required of ECHS Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.
  - v. Development of recruitment and admission information presented in both English and Spanish.
  - vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.

- vii. The College will require all ECHS Students to submit a Student/Parent Consent form upon entry into the program. The ECHS shall have each student and a parent sign the consent form defining the requirements and expectations of the ECHS program. The ECHS will maintain all consent forms documents and provide an electronic copy of said to the College.
  - viii. To adhere to the requirements set forth by HB1638, the College and the ECHS will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
- b. The ECHS plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the ECHS following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may not be added to any cohort following enrollment in the first semester of the 10<sup>th</sup> grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should an ECHS Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.
  - c. ECHS Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.
  - d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.
  - e. Regarding student transfers into the ECHS, after the beginning of Grade 9, below are considerations that the College and the ECHS will ensure:
    - i. The ECHS will allow student transfers, with mutual consent between the ECHS and the College.
    - ii. The College and the ECHS will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
    - iii. Generally, students may not transfer later than the first semester of the 10<sup>th</sup> grade in order to satisfy all degree requirements in the time remaining in their high school tenure.

- f. ECHS Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
- g. The ECHS is responsible for ensuring that all ECHS Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the ECHS. The ECHS will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.
- h. ECHS Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: <https://corequestjc.dshs.texas.gov>.
- i. The ECHS enrollment team will include, at a minimum, the School District ECHS Principal / ECHS Director, ECHS counselor, teachers and a college representative as requested by the ECHS to participate.

## 11. CURRICULUM

- a. The ECHS shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9<sup>th</sup> grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10<sup>th</sup> grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.
- b. The ECHS shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSIA2, which interventions shall occur before retesting. The ECHS shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The ECHS will share the report with the College Coordinator of High School Programs or College Designee.
- c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.
- d. The primary emphasis on the ECHS degree plan is on the program requirements for the Associate of Arts. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1<sup>st</sup>, the ECHS will select a defined plan of study for its freshmen cohort that students must follow in the

prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.

- e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Academic Discipline Chairs or Faculty Liaison, along with the Principal / ECHS Director or ECHS designee, will be responsible for working with ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The ECHS curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.
- f. The 86<sup>th</sup> Texas Legislative Session passed SB 25, which states each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
  - (1) Identify all required lower-division courses for the applicable certificate or degree program;
  - (2) Include for each course, if applicable:
    - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
    - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
  - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
    - (A) For a 60-hour degree or certificate program, two years; or
    - (B) For a 120-hour degree program, four years; and
  - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.
- h. To adhere to the requirements set forth in the ECHS designation Blueprint, as well as those listed in the goals outlined in HB1638, the College and the School District will maintain course agreements for each course taught at the ECHS, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits

awarded, and approved textbook(s) and/or instructional materials that will be required for ECHS Students to use in their respective courses. The course agreement requirement for ECHS extends to designation of academic and workforce courses for Traditional Dual Credit and ECHS. College, School District and ECHS shall ensure that a dual credit course and the corresponding college course offered at the ECHS are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the ECHS will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.

- i. The 86<sup>th</sup> Texas Legislative Session passed HB 3650 which requires that the School District and the College to consider the use of free or low-cost open educational resources in courses offered as dual credit, for which the ECHS program uses as part of its course offering to satisfy the prescribed courses in the degree plans.
- j. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the ECHS, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.
- k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.
- l. ECHS Students may have their course load reduced should they encounter unusual circumstances occurring “once in a lifetime,” tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the ECHS. A student may not initiate the course reduction.
- m. ECHS Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the ECHS Principal / ECHS Director’s approval, as well as the designated College staff approval. Upon agreement from both the ECHS and the College, a current course agreement must be on file as part of the process to enroll the student into the requested course.

- n. Within the ECHS framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.
- o. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. ECHS Students will participate in college-level work and will be subject to material deemed college level. The School District and ECHS are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.
- p. If a student fails a course, any retake will be outside the regularly scheduled academic plan and all Early Admission requirements will apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the ECHS Student, be invoiced to the School District as fiscal agent. Otherwise, the ECHS Student will be treated as a student with the Early Admissions status, thereby making the ECHS Student responsible for all corresponding tuition and fees.
- q. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the ECHS Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.
- r. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the ECHS. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.

- s. To enroll in any college-level course, ECHS Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/ECHS Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.
- t. ECHS Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.

## 12. ADVISING

To adhere to the requirements set forth by the TEA in the ECHS designation Blueprint, HB1638, and the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, the College and the ECHS will provide academic advising as listed herein.

- a. The 86<sup>th</sup> Texas Legislative Session passed SB 1324, which states that a student shall file a degree plan with the college not later than:
  - 1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
  - 2. if the student begins the student's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.
- b. SB 1324 further states that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the ECHS Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student's intended field of study or major at the four-year college or university.
- c. Through the ECHS counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.

- d. The 86<sup>th</sup> Texas Legislative Session passed SB1276, which requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- e. The ECHS Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- f. The Alamo Colleges District Transfer Advising Guides (“TAGs”) are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and ECHS Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

### **13. COURSE MATERIALS**

The School District will provide all required “Course Materials” including: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course syllabus that identifies the Course Materials required for a course. Course Materials are all varieties of materials used for course instruction, including textbooks. “Instructional Materials” are a subset of materials that are defined as electronic or paper materials that will be used during a course where the School District will be invoiced by the Alamo Colleges District Business Office.

All Course Materials utilized in each course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Academic Discipline Chair prior to the start of the first instructional day.

Instructional Materials charges are determined by the respective College discipline based on how and where the course is taught.

- a. Courses taught at the ECHS:
  - i. As part of the Course Agreements, the College includes the Instructional Materials charge, if applicable, or other required materials for courses.
  - ii. Instructional Materials charges are applied every semester on courses that specify the need for said charges.
  - iii. The Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
  - iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
  - v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.
  
- b. Courses taught on College campus or online:
  - i. The College includes the Instructional Materials charge as part of the Course Agreements.
  - ii. Where a teacher cannot be identified by the College and ECHS, the ECHS will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.
  
- c. ECHS enrollments in regular college sections
  - i. The College will follow the Guidelines for Selection of Instructional Materials for all courses. College will let ECHS know the requirement for each course considered for ECHS enrollments.
  - ii. IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the ECHS must be notified at the time discussion for dual credit enrollments are underway.
  - iii. The College will communicate any changes in IM, including IMDirect, to the ECHS by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the ECHS by the first full week of September.
  - iv. The College and ECHS will discuss the required IM materials before agreeing to enroll students in the college section.
  
- d. Enrollment of ECHS Students in regular college sections is acknowledgement of agreement to required IM.

The designee of the College High School Programs will meet with the School District or ECHS prior to enrolling students into courses and inform the School District of any courses that will have an Instructional Materials charges attached that the School District must cover. At the time students are enrolled in an ECHS course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the IM Direct.

The ECHS will use the Course Agreement Forms to determine IM. When IM requirements change for courses taught at the College, the College will notify the ECHS and School District by the

second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all ECHS Students, whether enrolled in courses at the ECHS or the College, will have the required course materials by the first instructional day.

#### **14. FACULTY**

- a. All instructors teaching ECHS courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the ECHS must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses.
- b. The Alamo Colleges District maintains policies and procedures, accessible at: <https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/>. Particularly relevant are sections E, F and H.
- c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the ECHS Principal or ECHS Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.
- d. The School District will provide the instructors for all high school courses at the ECHS. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective academic discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Please refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.
- e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific academic disciplines to fulfill the ECHS plan(s) of study. The College will then conduct a review to identify faculty from the respective academic discipline to teach at the ECHS or assist in identifying a

credentialed instructor to fill the identified need from the ECHS. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the ECHS, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.

- f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at [dst-HREEO@alamo.edu](mailto:dst-HREEO@alamo.edu).
- g. Student evaluation of instruction takes place each semester and will be a part of the ECHS faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.
- h. ECHS faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). ECHS faculty must upload course syllabi onto Concourse, the College's official reporting system. As each course at each ECHS has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.
- i. Instructors' Dual Credit classes may include both ECHS and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or ECHS.
- j. At the end of each semester, ECHS faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.
- k. To adhere to the requirements outlined in House Bill 2504 ("HB2504"), the ECHS faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said ECHS faculty are maintained.

## **15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF**

The School District will provide the ECHS staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking

dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the ECHS staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The ECHS will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

#### **16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE ECHS**

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the ECHS and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide ECHS teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the academic discipline to assist during the first college semester transition.

#### **17. ECHS CALENDAR**

The ECHS course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the ECHS will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable ECHS Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the ECHS is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District ECHS facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated ECHS staff member will have access to student records, specifically

those that include emergency contacts for ECHS Students participating in college courses taught at the College.

All ECHS Students are required to participate in required state, national assessments, which will be administered by the ECHS staff. College agrees to make accommodations in course scheduling, including final exams, and attendance so that ECHS Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

## **18. ACADEMIC POLICIES**

- a. The academic policies of the School District and College shall apply to all students enrolled in the ECHS as applicable.
- b. ECHS Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. ECHS Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the ECHS counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The ECHS personnel are responsible for advising ECHS Students concerning academic progress in high school and college courses. The ECHS staff and the College designee are responsible for advising and monitoring these actions.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the ECHS' student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the ECHS

has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the ECHS will pursue. The School District and ECHS will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the ECHS.

## **19. STUDENT SAFETY**

The Parties agree that when an ECHS Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: <https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/>. The SOBI will be modified to include specific information addressing ECHS Students prior to the effective date of this MOU.

When on the College campus, ECHS Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including ECHS Students, into the Alamo Colleges District Alamo Alert system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the Alamo Alert system. For additional information regarding the Alamo Alert system, visit: <https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/>.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and ECHS Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of ECHS Students will be the responsibility of School District.

ECHS Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

## **20. STUDENT ATTENDANCE POLICIES**

ECHS Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <https://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance>. ECHS Students will adhere to School District attendance policies as well as those from the College.

## **21. STUDENT CONDUCT**

ECHS Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from ECHS, shall be in conformity with the Codes of student conduct of the Parties. All ECHS Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at <https://myspccatalog.alamo.edu/content.php?catoid=175&navoid=10909>. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against an ECHS Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the ECHS on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the ECHS buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event. ECHS Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

## **22. STUDENT SUPPORT SERVICES**

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its ECHS who will provide academic guidance support to the ECHS Students. The ECHS will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for ECHS Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The ECHS counselor and ECHS designee will work to ensure ECHS Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial

application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

### **23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES**

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the ECHS.
- b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the ECHS. ECHS Students may be assigned to off-site academic course assignments which would require the ECHS Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. ECHS Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-ECHS Students is prohibited.

### **24. STUDENT DATA SHARING**

Parties agree to share student data for ECHS purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the ECHS. Each Party shall also promptly notify the other of any onsite or offsite behaviors of ECHS Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, ECHS shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process. The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

### **25. STUDENT RECORDS**

In accordance with Applicable Law, School District will maintain student records pertaining to ECHS and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and

advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of ECHS Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

## **26. TRANSCRIPTION OF COLLEGE CREDIT**

*St. Philip's College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate degrees and certificate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call (404) 679-4500 for questions about the accreditation of St. Philip's College.*

College credit for each ECHS Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the ECHS staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in <https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/>.

## **27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES**

The Alamo Colleges District Policy and Procedure on Civil Rights prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. In particular, Section 504 prohibits discrimination and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. The protection extends to employees and students. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on sex (gender) of employees and students at educational institutions receiving federal financial assistance. "Sex" and gender discrimination under Title IX includes gender discrimination, cover sexual harassment and sexual assaults and violence occurring on campus.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District have designated a Title IX/VII/ADA/504 Coordinator to coordinate the

investigation and resolution District-wide of complaints under the Civil Rights Policy and Procedure. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties will agree on which party will undertake the investigation.

All ECHS Students will have access to AlamoCARES, a prevention, education and support program regarding dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: <https://www.alamo.edu/about-us/compliance/title-ix/>.

## **28. PROGRAM EVALUATION**

The School District and the College will develop a plan for the evaluation of the ECHS program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of ECHS staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of ECHS Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the ECHS program effectiveness and uses the results for continuous improvement.

## **29. FISCAL MATTERS**

- a. Where ECHS is located on the College property, any commitment of College facilities for ECHS purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.
- b. The School District will provide ECHS Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be responsible for procuring all required textbooks and will be invoiced for applicable Instructional Materials charges embedded in courses requiring electronic materials.

- c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
- d. Any transportation and food services will be provided by the School District.
- e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.
- f. High school teachers delivering dual credit courses may teach students enrolled in ECHS and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or ECHS.
- g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.
  - i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.
  - ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay \$100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
  - iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay \$2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

- iv. Where ECHS Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.
- h. School District’s failure to meet its payment responsibilities as fiscal agent regarding a student will result in College’s refusal of enrollment of the School District for the next Academic Year after determination of payment default.

**30. EQUAL EMPLOYMENT OPPORUNITY**

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

**31. TERMINATION OF THE MOU**

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11<sup>th</sup> and 12<sup>th</sup> grades will continue operation through scheduled graduation. The 9<sup>th</sup> and 10<sup>th</sup> grades will return to the home high school.

**32. TRANSPORTATION**

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any ECHS field trips, each pursuant to applicable School District rules and procedures.

**33. STUDENT DIRECTORY INFORMATION**

Upon enrolling in the ECHS, each student’s directory information (defined by the College, pursuant to FERPA) will become part of the College’s student directory information as that term is defined by FERPA, and each student’s directory information will remain subject to the Texas Public Information Act.

#### **34. FOOD SERVICES**

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. ECHS Students may purchase food from College food service facilities when on the College campus.

#### **35. ENTIRE AGREEMENT**

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

#### **36. NO WAIVER OF IMMUNITY**

Neither College nor School District 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 MOU and the performance of the covenants contained herein.

#### **37. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

#### **38. SEVERABILITY**

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

### 39. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

**School District:**

San Antonio Independent School District  
ATTN: Superintendent of Schools  
141 Lavaca St.  
San Antonio, TX 78210  
**pmartinez1@saisd.net**

**College:**

St. Philip's College  
ATTN: College President  
1801 Martin Luther King Dr.  
San Antonio, Texas 78203  
**aloston@alamo.edu**

**Alamo Colleges District:**

Alamo Community College District  
ATTN: Chancellor  
2222 N. Alamo St.  
San Antonio, TX 78215  
**DST-Chancellor@alamo.edu**

Alamo Community College District  
ATTN: General Counsel  
2222 N. Alamo St.  
San Antonio, TX 78215  
**DST-Legal@alamo.edu**

### 40. NON-APPROPRIATION

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

**41. NO-THIRD PARTY BENEFICIARY**

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

**42. HEADINGS**

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

**43. RELATIONSHIP**

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / ECHS Director and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

**SERVICING COLLEGE / ALAMO COLLEGES DISTRICT**

*Approved as to form only*



By: \_\_\_\_\_  
Dr. Adena Williams Loston, President  
St. Philip's College

\_\_\_\_\_ Date

By: \_\_\_\_\_  
Dr. Mike Flores, Chancellor

\_\_\_\_\_ Date

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Mr. Pedro Martinez, Superintendent

\_\_\_\_\_ Date

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

## EXHIBIT A

### *The Alamo Colleges District Principles on Dual Credit & Early College Partnerships*

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

#### **Partnerships**

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

#### **Student Success**

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

#### **Collective Impact**

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

#### **Policy Advocacy**

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.



**2021-22**  
**EARLY COLLEGE HIGH SCHOOL MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ST. PHILIP'S COLLEGE EARLY COLLEGE HIGH SCHOOL WITH**  
**SAISD IN PARTNERSHIP WITH ALAMO COLLEGES**  
**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**AND**  
**ST. PHILIP'S COLLEGE**  
**ALAMO COLLEGES DISTRICT**

ST. PHILIP'S COLLEGE (herein referred to as “the College”), a college of the ALAMO COLLEGE DISTRICT (herein referred to as “Alamo Colleges District”), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the “School District”), a Texas Independent School District contracting on behalf of its Early College High School (herein referred to as the “ECHS”), enter the following Memorandum of Understanding (“MOU”) for the continuation of the School District ECHS as of the 2021-2022 Academic Year. Collectively the partners are referred to as “Parties.” The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the ECHS. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, Academic Discipline history, teacher recommendation, or minimum grade point average (GPA).

ECHS are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The ECHS plans to add a cohort

appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The ECHS will be located at 1801 Martin Luther King, San Antonio, Texas 78211.

An ECHS prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the ECHS, students (herein referred to as the "ECHS Students") are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the ECHS are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

## **1. TERM**

The Initial Term of this MOU shall be August 1, 2021– July 31, 2022. Effectiveness is subject to approval of the ECHS re-designation by the Texas Education Agency ("TEA"), any additional approvals that may be required by the Texas Higher Education Coordinating Board ("THECB"), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

## **2. APPLICABLE LAW**

The Parties agree to operate the ECHS in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual

("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC").

The Parties agree to operate the ECHS in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the ECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

### **3. REPORTING**

The 86th Texas Legislative Session passed SB 502 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

- (1) academic credit at the receiving institution; or
- (2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

A report required by this section must indicate:

- (1) the course name and type;
- (2) which institution of higher education provided academic credit for the course; and
- (3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

- (1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
  - (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
  - (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

### **4. DISABILITY SUPPORT SERVICES**

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability

support services required by the public-school system. Therefore, an ECHS Student requiring disability support services may have differing levels of assistance from the School District and College. For an ECHS Student to receive disability support services at the College, the ECHS Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The ECHS Student, ECHS Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the ECHS Student. The accommodation letters will be given to the ECHS Student and may be given to the School District ECHS Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

## **5. GOVERNANCE**

- a. The ECHS established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of an ECHS designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.
- b. An ECHS Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, ECHS Counselor, School District - Alamo Collegiate Network (herein referred to as "ACN") designee, School District College, Career, Military Readiness Department representative, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, Director of District Charter Partnerships, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the ECHS web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the ECHS.

- c. The ECHS Staff will include an ECHS Principal with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District and ACN. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College will provide a representative to participate on the search committee of the ECHS Principal. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with ECHS staff and administrators.

## **6. MARKETING AND CO-BRANDING**

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ ECHS, “at”, or “with”, or “in partnership with” “College name – Alamo Colleges District.” At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the ECHS shall be the St. Philip’s College Early College High School with SAISD in partnership with Alamo Colleges. The official name of the ECHS shall be used, at minimum, in the letterhead of the ECHS, the business card of its ECHS Principal, all of its press releases, any references to the ECHS in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the ECHS.
- b. Official Logo for ECHS. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with “Alamo Colleges District”, adhering to Alamo Colleges District branding standards.
- c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.
- d. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in an ECHS venture. However, because the designation of the ECHS from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and

references to/of secondary partners should not be included in the official/legal name of the ECHS or the official logo of the ECHS.

- e. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the ECHS partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

## **7. COMMUNICATIONS**

- a. To adhere to the requirements set forth by the TEA in the ECHS designation Blueprint, as well as those listed in the goals outlined in House Bill 1638 (“HB1638”) passed during the 85<sup>th</sup> Texas Legislative Session, Regular Session, and codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the ECHS will ensure that documentation summarizing collaboration and outreach efforts of College, ECHS and business partners will be readily available and posted.
- b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the ECHS and College websites.
- c. Metrics required by Statewide Goals for Dual Credit will be posted on both the ECHS and the College web sites.
  - i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.
  - ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
  - iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
  - iv. Analysis of performance in subsequent course work.
- d. To adhere to the requirements set forth by legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

## **8. PARENT INVOLVEMENT AND OUTREACH**

- a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the ECHS concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of ECHS Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.
- b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The ECHS will communicate to the parents of ECHS Students that any questions or concerns from parents should be directed to the ECHS Principal or Counselor. The College personnel will not be expected to communicate with parents.

- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.
- d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called “directory information.” Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student’s name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.
- e. College staff are prohibited from discussing or disclosing any information specific to students’ grades, conduct or other related matters with individuals other than the student or staff in the ECHS. The ECHS Student must submit a FERPA Consent Form to the College’s Admissions and Records Department to authorize the College, by signature, to discuss the ECHS Student’s record information, including grades, conduct or other related matters.
- f. An electronic version of the FERPA Consent Form may be obtained at: [https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa\\_consent\\_form.pdf](https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf)
- g. The ECHS will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the ECHS.

## **9. BUILDING A COLLEGE CULTURE**

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

- a. The 86<sup>th</sup> Texas Legislative Session passed SB 1324 stating that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.
- b. A four-year crosswalk will be developed to demonstrate students’ progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The ECHS Student and College Advisor will meet and design a degree plan that will be submitted into the College’s system of record.
- c. The ECHS Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.

- d. The ECHS Student will participate in dual credit courses receiving both high school and college credit.
- e. The ECHS Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that ECHS Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

## **10. RECRUITMENT**

The School District, through the ECHS, will recruit 8<sup>th</sup> graders annually for the incoming 9<sup>th</sup> grade class.

- a. The recruitment process may include:
  - i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;
  - ii. A presentation of recruitment/admission materials made to all 8<sup>th</sup> grade students;
  - iii. Meetings with middle school counselors, as applicable, to discuss the ECHS and answer questions;
  - iv. Student/parent meetings are held at middle school campuses so the ECHS can explain the opportunities and commitment required of ECHS Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.
  - v. Development of recruitment and admission information presented in both English and Spanish.
  - vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.
  - vii. The College will require all ECHS Students to submit a Student/Parent Consent form upon entry into the program. The ECHS shall have each student and a parent sign the consent form defining the requirements and expectations of the ECHS program. The ECHS will maintain all consent forms documents and provide an electronic copy of said to the College.

- viii. To adhere to the requirements set forth by HB1638, the College and the ECHS will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
  
- b. The ECHS plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the ECHS following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may not be added to any cohort following enrollment in the first semester of the 10<sup>th</sup> grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should an ECHS Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.
  
- c. ECHS Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.
  
- d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.
  
- e. Regarding student transfers into the ECHS, after the beginning of Grade 9, below are considerations that the College and the ECHS will ensure:
  - i. The ECHS will allow student transfers, with mutual consent between the ECHS and the College.
  - ii. The College and the ECHS will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
  - iii. Generally, students may not transfer later than the first semester of the 10th grade in order to satisfy all degree requirements in the time remaining in their high school tenure.
  
- f. ECHS Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
  
- g. The ECHS is responsible for ensuring that all ECHS Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in

the ECHS. The ECHS will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.

- h. ECHS Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: <https://corequestjc.dshs.texas.gov>.
- i. The ECHS enrollment team will include, at a minimum, the School District ECHS Principal, ECHS counselor, teachers and a college representative as requested by the ECHS to participate.

## 11. CURRICULUM

- a. The ECHS shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9<sup>th</sup> grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10<sup>th</sup> grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.
- b. The ECHS shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSIA2, which interventions shall occur before retesting. The ECHS shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The ECHS will share the report with the College Coordinator of High School Programs or College Designee.
- c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.
- d. The primary emphasis on the ECHS degree plan is on the program requirements for the Associate of Arts, Associate of Applied Science or Level 1 Certificates. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1<sup>st</sup>, the ECHS will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.
- e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless

transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The plan will provide pathways to a certificate, associate, or baccalaureate degree and must follow the courses and fields of study listed in the THECB Lower Division Academic Course Guide Manual or courses in the Workforce Education Course Manual (“WECM”) required for a Level I or Level II certificate. The College Academic Discipline Chairs or Faculty Liaison, along with the ECHS Principal or ECHS designee, will be responsible for working with ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The ECHS curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College’s curriculum.

- f. The 86<sup>th</sup> Texas Legislative Session passed SB 25, which states each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
  - (1) Identify all required lower-division courses for the applicable certificate or degree program;
  - (2) Include for each course, if applicable:
    - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
    - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
  - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
    - (A) For a 60-hour degree or certificate program, two years; or
    - (B) For a 120-hour degree program, four years; and
  - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution’s other students.
- h. To adhere to the requirements set forth in the ECHS designation Blueprint, as well as those listed in the goals outlined in HB1638, the College and the School District will maintain course agreements for each course taught at the ECHS, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for ECHS Students to use in their respective courses. The course agreement requirement for

ECHS extends to designation of academic and workforce courses for Traditional Dual Credit and ECHS. College, School District and ECHS shall ensure that a dual credit course and the corresponding college course offered at the ECHS are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the ECHS will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.

- i. The 86<sup>th</sup> Texas Legislative Session passed HB 3650 which requires that the School District and the College to consider the use of free or low-cost open educational resources in courses offered as dual credit, for which the ECHS program uses as part of its course offering to satisfy the prescribed courses in the degree plans.
- j. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the ECHS, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.
- k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.
- l. ECHS Students may have their course load reduced should they encounter unusual circumstances occurring “once in a lifetime,” tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the ECHS. A student may not initiate the course reduction.
- m. ECHS Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the ECHS Principal’s approval, as well as the designated College staff approval. Upon agreement from both the ECHS and the College, a current course agreement must be on file as part of the process to enroll the student into the requested course.
- n. Within the ECHS framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* or *Foundation with Endorsement diploma*

within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.

- o. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. ECHS Students will participate in college-level work and will be subject to material deemed college level. The School District and ECHS are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.
- p. If a student fails a course, any retake will be outside the regularly scheduled academic plan and all Early Admission requirements will apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the ECHS Student, be invoiced to the School District as fiscal agent. Otherwise, the ECHS Student will be treated as a student with the Early Admissions status, thereby making the ECHS Student responsible for all corresponding tuition and fees.
- q. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the ECHS Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.
- r. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the ECHS. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.

- s. To enroll in any college-level course, ECHS Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the ECHS Principal/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.
- t. ECHS Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.

## 12. ADVISING

To adhere to the requirements set forth by the TEA in the ECHS designation Blueprint, HB1638, and the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, the College and the ECHS will provide academic advising as listed herein.

- a. The 86<sup>th</sup> Texas Legislative Session passed SB 1324, which states that a student shall file a degree plan with the college not later than:
  - 1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
  - 2. if the student begins the student's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.
- b. SB 1324 further states that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the ECHS Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student's intended field of study or major at the four-year college or university.
- c. Through the ECHS counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.

- d. The 86<sup>th</sup> Texas Legislative Session passed SB1276, which requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- e. The ECHS Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- f. The Alamo Colleges District Transfer Advising Guides (“TAGs”) are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: <http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and ECHS Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

### **13. COURSE MATERIALS**

The School District will provide all required “Course Materials” including: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course syllabus that identifies the Course Materials required for a course. Course Materials are all varieties of materials used for course instruction, including textbooks. “Instructional Materials” are a subset of materials that are defined as electronic or paper materials that will be used during a course where the School District will be invoiced by the Alamo Colleges District Business Office.

All Course Materials utilized in each course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Academic Discipline Chair prior to the start of the first instructional day.

Instructional Materials charges are determined by the respective College discipline based on how and where the course is taught.

- a. Courses taught at the ECHS:
  - i. As part of the Course Agreements, the College includes the Instructional Materials charge, if applicable, or other required materials for courses.
  - ii. Instructional Materials charges are applied every semester on courses that specify the need for said charges.
  - iii. The Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
  - iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
  - v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.
  
- b. Courses taught on College campus or online:
  - i. The College includes the Instructional Materials charge as part of the Course Agreements.
  - ii. Where a teacher cannot be identified by the College and ECHS, the ECHS will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.
  
- c. ECHS enrollments in regular college sections
  - i. The College will follow the Guidelines for Selection of Instructional Materials for all courses. College will let ECHS know the requirement for each course considered for ECHS enrollments.
  - ii. IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the ECHS must be notified at the time discussion for dual credit enrollments are underway.
  - iii. The College will communicate any changes in IM, including IMDirect, to the ECHS by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the ECHS by the first full week of September.
  - iv. The College and ECHS will discuss the required IM materials before agreeing to enroll students in the college section.
  
- d. Enrollment of ECHS Students in regular college sections is acknowledgement of agreement to required IM.

The designee of the College High School Programs will meet with the School District or ECHS prior to enrolling students into courses and inform the School District of any courses that will have an Instructional Materials charges attached that the School District must cover. At the time students are enrolled in an ECHS course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the IM Direct.

The ECHS will use the Course Agreement Forms to determine IM. When IM requirements change for courses taught at the College, the College will notify the ECHS and School District by the

second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all ECHS Students, whether enrolled in courses at the ECHS or the College, will have the required course materials by the first instructional day.

#### **14. FACULTY**

- a. All instructors teaching ECHS courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the ECHS must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses.
- b. The Alamo Colleges District maintains policies and procedures, accessible at: <https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/>. Particularly relevant are sections E, F and H.
- c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the ECHS Principal will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.
- d. The School District will provide the instructors for all high school courses at the ECHS. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective Academic Discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Please refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.
- e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific Academic Disciplines to fulfill the ECHS plan(s) of study. The College will then conduct a review to identify faculty

- from the respective Academic Discipline to teach at the ECHS or assist in identifying a credentialed instructor to fill the identified need from the ECHS. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the ECHS, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.
- f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at [dst-HREEO@alamo.edu](mailto:dst-HREEO@alamo.edu).
  - g. Student evaluation of instruction takes place each semester and will be a part of the ECHS faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.
  - h. ECHS faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). ECHS faculty must upload course syllabi onto Concourse, the College's official reporting system. As each course at each ECHS has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.
  - i. Instructors' Dual Credit classes may include both ECHS and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or ECHS.
  - j. At the end of each semester, ECHS faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.
  - k. To adhere to the requirements outlined in House Bill 2504 ("HB2504"), the ECHS faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said ECHS faculty are maintained.

## **15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF**

The School District will provide the ECHS staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking

dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the ECHS staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The ECHS will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

#### **16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE ECHS**

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the ECHS and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide ECHS teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the Academic Discipline to assist during the first college semester transition.

#### **17. ECHS CALENDAR**

The ECHS course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the ECHS will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable ECHS Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the ECHS is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District ECHS facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated ECHS staff member will have access to student records, specifically

those that include emergency contacts for ECHS Students participating in college courses taught at the College.

All ECHS Students are required to participate in required state, national assessments, which will be administered by the ECHS staff. College agrees to make accommodations in course scheduling, including final exams, and attendance so that ECHS Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

## **18. ACADEMIC POLICIES**

- a. The academic policies of the School District and College shall apply to all students enrolled in the ECHS as applicable.
- b. ECHS Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. ECHS Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the ECHS counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The ECHS personnel are responsible for advising ECHS Students concerning academic progress in high school and college courses. The ECHS staff and the College designee are responsible for advising and monitoring these actions.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the ECHS' student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the ECHS

has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the ECHS will pursue. The School District and ECHS will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the ECHS.

## **19. STUDENT SAFETY**

The Parties agree that when an ECHS Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: <https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/>. The SOBI will be modified to include specific information addressing ECHS Students prior to the effective date of this MOU.

When on the College campus, ECHS Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including ECHS Students, into the Alamo Colleges District Alamo Alert system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the Alamo Alert system. For additional information regarding the Alamo Alert system, visit: <https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/>.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and ECHS Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of ECHS Students will be the responsibility of School District.

ECHS Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

## **20. STUDENT ATTENDANCE POLICIES**

ECHS Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <https://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance>. ECHS Students will adhere to School District attendance policies as well as those from the College.

## **21. STUDENT CONDUCT**

ECHS Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of

student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from ECHS, shall be in conformity with the Codes of student conduct of the Parties. All ECHS Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at <https://myspccatalog.alamo.edu/content.php?catoid=175&navoid=10909>. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against an ECHS Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the ECHS on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the ECHS buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event. ECHS Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

## **22. STUDENT SUPPORT SERVICES**

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its ECHS who will provide academic guidance support to the ECHS Students. The ECHS will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for ECHS Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The ECHS counselor and ECHS designee will work to ensure ECHS Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized,

but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

### **23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES**

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the ECHS.
- b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the ECHS. ECHS Students may be assigned to off-site academic course assignments which would require the ECHS Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. ECHS Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-ECHS Students is prohibited.

### **24. STUDENT DATA SHARING**

Parties agree to share student data for ECHS purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the ECHS. Each Party shall also promptly notify the other of any onsite or offsite behaviors of ECHS Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, ECHS shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

### **25. STUDENT RECORDS**

In accordance with Applicable Law, School District will maintain student records pertaining to ECHS and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible

for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of ECHS Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

## **26. TRANSCRIPTION OF COLLEGE CREDIT**

*St. Philip's College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate degrees and certificates degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call (404) 679-4500 for questions about the accreditation of St. Philip's College.*

College credit for each ECHS Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the ECHS staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in <https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/>.

## **27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES**

The Alamo Colleges District Policy and Procedure on Civil Rights prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. In particular, Section 504 prohibits discrimination and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. The protection extends to employees and students. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on sex (gender) of employees and students at educational institutions receiving federal financial assistance. "Sex" and gender discrimination under Title IX includes gender discrimination, cover sexual harassment and sexual assaults and violence occurring on campus.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District have designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution District-wide of complaints under the Civil Rights Policy and

Procedure. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties will agree on which party will undertake the investigation.

All ECHS Students will have access to AlamoCARES, a prevention, education and support program regarding dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: <https://www.alamo.edu/about-us/compliance/title-ix/>.

## **28. PROGRAM EVALUATION**

The School District and the College will develop a plan for the evaluation of the ECHS program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of ECHS staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of ECHS Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the ECHS program effectiveness and uses the results for continuous improvement.

## **29. FISCAL MATTERS**

- a. Where ECHS is located on the College property, any commitment of College facilities for ECHS purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.
- b. The School District will provide ECHS Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be responsible for procuring all required textbooks. The Alamo Collegiate Network will be invoiced as per the SB 1882 partnership agreement between the Alamo Colleges District and the School District for applicable Instructional Materials charges embedded in courses requiring electronic materials.

- c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
- d. Any transportation and food services will be provided by the School District.
- e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.
- f. High school teachers delivering dual credit courses may teach students enrolled in ECHS and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or ECHS.
- g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.
  - i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.
  - ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the Alamo Collegiate Network will be invoiced as per the SB 1882 partnership agreement between the Alamo Colleges District and the School District in the amount of \$100 per student. The official student enrollment count will be taken on the course sections' census date.
  - iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the Alamo Collegiate Network will be invoiced as per the SB 1882 partnership agreement between the Alamo Colleges District and the School District in the amount of \$2,800 per course section. The official student enrollment count will be taken on the course sections' census date.
  - iv. Where ECHS Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the School District will be responsible for procuring all required textbooks at its own expense. The Alamo Colleges District will obtain and supply electronic Instructional Materials as required and invoice the

Alamo Collegiate Network per the SB 1882 partnership agreement between the Alamo Colleges District and the School District.

- h. School District's failure to meet its payment responsibilities as fiscal agent regarding a student will result in College's refusal of enrollment of the School District for the next Academic Year after determination of payment default.

### **30. EQUAL EMPLOYMENT OPPORUNITY**

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

### **31. TERMINATION OF THE MOU**

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11<sup>th</sup> and 12<sup>th</sup> grades will continue operation through scheduled graduation. The 9<sup>th</sup> and 10<sup>th</sup> grades will return to the home high school.

### **32. TRANSPORTATION**

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any ECHS field trips, each pursuant to applicable School District rules and procedures.

### **33. STUDENT DIRECTORY INFORMATION**

Upon enrolling in the ECHS, each student's directory information (defined by the College, pursuant to FERPA) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

### **34. FOOD SERVICES**

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. ECHS Students may purchase food from College food service facilities when on the College campus.

**35. ENTIRE AGREEMENT**

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

**36. NO WAIVER OF IMMUNITY**

Neither College nor School District waives or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

**37. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

**38. SEVERABILITY**

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

### 39. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each Party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

**School District:**

San Antonio Independent School District  
ATTN: Superintendent of Schools  
141 Lavaca St.  
San Antonio, TX 78210  
**pmartinez1@saisd.net**

**College:**

St. Philip's College  
ATTN: College President  
1801 Martin Luther King Dr.  
San Antonio, Texas 78203  
**aloston@alamo.edu**

**Alamo Colleges District:**

Alamo Community College District  
ATTN: Chancellor  
2222 N. Alamo St.  
San Antonio, TX 78215  
**DST-Chancellor@alamo.edu**

Alamo Community College District  
ATTN: General Counsel  
2222 N. Alamo St.  
San Antonio, TX 78215  
**DST-Legal@alamo.edu**

### 40. NON-APPROPRIATION

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

**41. NO-THIRD PARTY BENEFICIARY**

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

**42. HEADINGS**

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

**43. RELATIONSHIP**

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of ECHS Principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

**SERVICING COLLEGE / ALAMO COLLEGES DISTRICT**

*Approved as to form only*



By: \_\_\_\_\_  
Dr. Adena Williams Loston, President      Date  
St. Philip's College

By: \_\_\_\_\_  
Dr. Mike Flores, Chancellor      Date

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Mr. Pedro Martinez, Superintendent      Date

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

## EXHIBIT A

### *The Alamo Colleges District Principles on Dual Credit & Early College Partnerships*

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

#### **Partnerships**

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

#### **Student Success**

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

#### **Collective Impact**

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

#### **Policy Advocacy**

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.



ALAMO COLLEGES DISTRICT  
San Antonio College



ALAMO  
COLLEGES  
DISTRICT



**2020-2021-22  
EARLY COLLEGE HIGH SCHOOL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TRAVIS EARLY COLLEGE HIGH SCHOOL AT  
SAN ANTONIO COLLEGE – ALAMO COLLEGES  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**AND**

**SAN ANTONIO COLLEGE  
ALAMO COLLEGES DISTRICT**

SAN ANTONIO COLLEGE (herein referred to as “the College”), a college of the ALAMO COLLEGE DISTRICT (herein referred to as “Alamo Colleges District”), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the “School District”), a Texas Independent School District contracting on behalf of its Early College High School (herein referred to as the “ECHS”), enter the following Memorandum of Understanding (“MOU”) for the continuation of the School District ECHS as of the 2021-2022 Academic Year. Collectively the partners are referred to as “Parties.” The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the ECHS. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, discipline history, teacher recommendation, or minimum grade point average (GPA).

ECHS are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The ECHS plans to add a cohort appropriate for the school’s capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any material deviation from the Early

College High School student enrollment parameters must be addressed in a separate Addendum. The ECHS will be located at 1915 N. Main St., San Antonio, Texas 78212.

An ECHS prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the ECHS, students (herein referred to as the “ECHS Students”) are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the ECHS are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

## **1. TERM**

The Initial Term of this MOU shall be August 1, 2021– July 31, 2022. Effectiveness is subject to approval of the ECHS re-designation by the Texas Education Agency (“TEA”), any additional approvals that may be required by the Texas Higher Education Coordinating Board (“THECB”), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

## **2. APPLICABLE LAW**

The Parties agree to operate the ECHS in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable

requirements of the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”).

The Parties agree to operate the ECHS in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the ECHS. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

### **3. REPORTING**

The 86th Texas Legislative Session passed SB 502 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual (“ACGM”) or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

- (1) academic credit at the receiving institution; or
- (2) if the student has declared a major and has not changed majors, academic credit toward the student’s major at the receiving institution.

A report required by this section must indicate:

- (1) the course name and type;
- (2) which institution of higher education provided academic credit for the course; and
- (3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

- (1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
  - (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
  - (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
- (2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and
- (3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

### **4. DISABILITY SUPPORT SERVICES**

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, an ECHS Student requiring

disability support services may have differing levels of assistance from the School District and College. For an ECHS Student to receive disability support services at the College, the ECHS Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The ECHS Student, ECHS Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the ECHS Student. The accommodation letters will be given to the ECHS Student and may be given to the School District ECHS Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

## **5. GOVERNANCE**

- a. The ECHS established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of an ECHS designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.
- b. An ECHS Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, ECHS Counselor, School District - Alamo Collegiate Network (herein referred to as "ACN") designee, School District College, Career, Military Readiness Department representative, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, Director of District Charter Partnerships, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the ECHS web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the ECHS.

- c. The ECHS Staff will include a ECHS Principal with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College will provide a representative to participate on the search committee of the ECHS Principal / ECHS Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with ECHS staff and administrators.

## **6. MARKETING AND CO-BRANDING**

- a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ ECHS, “at”, or “with”, or “in partnership with” “College name – Alamo Colleges District.” At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the ECHS shall be the Travis Early College High School at San Antonio College – Alamo Colleges. The official name of the ECHS shall be used, at minimum, in the letterhead of the ECHS, the business card of its Principal / ECHS Director, all of its press releases, any references to the ECHS in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the ECHS.
- b. Official Logo for ECHS. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with “Alamo Colleges District”, adhering to Alamo Colleges District branding standards.
- c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.
- d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.
- e. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in an ECHS venture. However, because the designation of the ECHS from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and

references to/of secondary partners should not be included in the official/legal name of the ECHS or the official logo of the ECHS.

- f. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the ECHS partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

## **7. COMMUNICATIONS**

- a. To adhere to the requirements set forth by the TEA in the ECHS designation Blueprint, as well as those listed in the goals outlined in House Bill 1638 (“HB1638”) passed during the 85<sup>th</sup> Texas Legislative Session, Regular Session, and codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the ECHS will ensure that documentation summarizing collaboration and outreach efforts of College, ECHS and business partners will be readily available and posted.
- b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the ECHS and College websites.
- c. Metrics required by Statewide Goals for Dual Credit will be posted on both the ECHS and the College web sites.
  - i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.
  - ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
  - iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
  - iv. Analysis of performance in subsequent course work.
- d. To adhere to the requirements set forth by legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

## **8. PARENT INVOLVEMENT AND OUTREACH**

- a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the ECHS concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of ECHS Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.
- b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The ECHS will communicate to the parents of ECHS Students that any questions or concerns from parents should be directed to the ECHS Principal / ECHS

Director or Counselor. The College personnel will not be expected to communicate with parents.

- c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.
- d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called “directory information.” Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student’s name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.
- e. College staff are prohibited from discussing or disclosing any information specific to students’ grades, conduct or other related matters with individuals other than the student or staff in the ECHS. The ECHS Student must submit a FERPA Consent Form to the College’s Admissions and Records Department to authorize the College, by signature, to discuss the ECHS Student’s record information, including grades, conduct or other related matters.
- f. An electronic version of the FERPA Consent Form may be obtained at: [https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa\\_consent\\_form.pdf](https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf)
- g. The ECHS will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the ECHS.

## **9. BUILDING A COLLEGE CULTURE**

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

- a. The 86<sup>th</sup> Texas Legislative Session passed SB 1324 stating that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.
- b. A four-year crosswalk will be developed to demonstrate students’ progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The ECHS Student and College Advisor will meet and design a degree plan that will be submitted into the College’s system of record.
- c. The ECHS Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.

- d. The ECHS Student will participate in dual credit courses receiving both high school and college credit.
- e. The ECHS Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that ECHS Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

## **10. RECRUITMENT**

The School District, through the ECHS, will recruit 8<sup>th</sup> graders annually for the incoming 9<sup>th</sup> grade class.

- a. The recruitment process may include:
  - i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;
  - ii. A presentation of recruitment/admission materials made to all 8<sup>th</sup> grade students;
  - iii. Meetings with middle school counselors, as applicable, to discuss the ECHS and answer questions;
  - iv. Student/parent meetings are held at middle school campuses so the ECHS can explain the opportunities and commitment required of ECHS Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.
  - v. Development of recruitment and admission information presented in both English and Spanish.
  - vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.
  - vii. The College will require all ECHS Students to submit a Student/Parent Consent form upon entry into the program. The ECHS shall have each student and a parent sign the consent form defining the requirements and expectations of the ECHS program. The ECHS will maintain all consent forms documents and provide an electronic copy of said to the College.

- viii. To adhere to the requirements set forth by HB1638, the College and the ECHS will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.
  
- b. The ECHS plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the ECHS following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may not be added to any cohort following enrollment in the first semester of the 10<sup>th</sup> grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should an ECHS Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.
  
- c. ECHS Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.
  
- d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.
  
- e. Regarding student transfers into the ECHS, after the beginning of Grade 9, below are considerations that the College and the ECHS will ensure:
  - i. The ECHS will allow student transfers, with mutual consent between the ECHS and the College.
  - ii. The College and the ECHS will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
  - iii. Generally, students may not transfer later than the first semester of the 10th grade in order to satisfy all degree requirements in the time remaining in their high school tenure.
  
- f. ECHS Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.
  
- g. The ECHS is responsible for ensuring that all ECHS Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the ECHS. The ECHS will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.

- h. ECHS Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: <https://corequestjc.dshs.texas.gov>.
- i. The ECHS enrollment team will include, at a minimum, the School District ECHS Principal / ECHS Director, ECHS counselor, teachers and a college representative as requested by the ECHS to participate.

## 11. CURRICULUM

- a. The ECHS shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9<sup>th</sup> grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10<sup>th</sup> grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.
- b. The ECHS shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSIA2, which interventions shall occur before retesting. The ECHS shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The ECHS will share the report with the College Coordinator of High School Programs or College Designee.
- c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.
- d. The primary emphasis on the ECHS degree plan is on the program requirements for the Associate of Arts or a Level 1 Certificate. By December 1<sup>st</sup>, the ECHS will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.
- e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Academic Discipline Chairs or Faculty Liaison, along with the Principal / ECHS Director or ECHS designee, will be responsible for working with

ECHS faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The ECHS curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.

- f. The 86<sup>th</sup> Texas Legislative Session passed SB 25, which states each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
  - (1) Identify all required lower-division courses for the applicable certificate or degree program;
  - (2) Include for each course, if applicable:
    - (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
    - (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
  - (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
    - (A) For a 60-hour degree or certificate program, two years; or
    - (B) For a 120-hour degree program, four years; and
  - (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.
- g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.
- h. To adhere to the requirements set forth in the ECHS designation Blueprint, as well as those listed in the goals outlined in HB1638, the College and the School District will maintain course agreements for each course taught at the ECHS, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for ECHS Students to use in their respective courses. The course agreement requirement for ECHS extends to designation of academic and workforce courses for Traditional Dual Credit and ECHS. College, School District and ECHS shall ensure that a dual credit course and the corresponding college course offered at the ECHS are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the ECHS will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.
- i. The 86<sup>th</sup> Texas Legislative Session passed HB 3650 which requires that the School District and the College to consider the use of free or low-cost open educational resources in courses offered

- as dual credit, for which the ECHS program uses as part of its course offering to satisfy the prescribed courses in the degree plans.
- j. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the ECHS, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.
  - k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.
  - l. ECHS Students may have their course load reduced should they encounter unusual circumstances occurring “once in a lifetime,” tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the ECHS. A student may not initiate the course reduction.
  - m. ECHS Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the ECHS Principal / ECHS Director’s approval, as well as the designated College staff approval. Upon agreement from both the ECHS and the College, a current course agreement must be on file as part of the process to enroll the student into the requested course.
  - n. Within the ECHS framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.
  - o. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. ECHS Students will participate in college-level work and will be subject to material deemed college level. The School District and ECHS are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor

the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.

- p. If a student fails a course, any retake will be outside the regularly scheduled academic plan and all Early Admission requirements will apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the ECHS Student, be invoiced to the School District as fiscal agent. Otherwise, the ECHS Student will be treated as a student with the Early Admissions status, thereby making the ECHS Student responsible for all corresponding tuition and fees.
- q. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the ECHS Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.
- r. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the ECHS. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.
- s. To enroll in any college-level course, ECHS Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/ECHS Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.
- t. ECHS Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.

## 12. ADVISING

To adhere to the requirements set forth by the TEA in the ECHS designation Blueprint, HB1638, and the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86<sup>th</sup> Texas Legislative Session, the College and the ECHS will provide academic advising as listed herein.

- a. The 86<sup>th</sup> Texas Legislative Session passed SB 1324, which states that a student shall file a degree plan with the college not later than:
  1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
  2. if the student begins the student's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.
- b. SB 1324 further states that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the ECHS Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student's intended field of study or major at the four-year college or university.
- c. Through the ECHS counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: <https://www.alamo.edu/enroll/plan/>.
- d. The 86<sup>th</sup> Texas Legislative Session passed SB1276, which requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.
- e. The ECHS Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.
- f. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at:

<http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815>. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and ECHS Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

### **13. COURSE MATERIALS**

The School District will provide all required “Course Materials” including: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course syllabus that identifies the Course Materials required for a course. Course Materials are all varieties of materials used for course instruction, including textbooks. “Instructional Materials” are a subset of materials that are defined as electronic or paper materials that will be used during a course where the School District will be invoiced by the Alamo Colleges District Business Office.

All Course Materials utilized in each course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Academic Discipline Chair prior to the start of the first instructional day.

Instructional Materials charges are determined by the respective College discipline based on how and where the course is taught.

- a. Courses taught at the ECHS:
  - i. As part of the Course Agreements, the College includes the Instructional Materials charge, if applicable, or other required materials for courses.
  - ii. Instructional Materials charges are applied every semester on courses that specify the need for said charges.
  - iii. The Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
  - iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
  - v. The College’s Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.
  
- b. Courses taught on College campus or online:
  - i. The College includes the Instructional Materials charge as part of the Course Agreements.

- ii. Where a teacher cannot be identified by the College and ECHS, the ECHS will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.
- c. ECHS enrollments in regular college sections
  - i. The College will follow the Guidelines for Selection of Instructional Materials for all courses. College will let ECHS know the requirement for each course considered for ECHS enrollments.
  - ii. IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the ECHS must be notified at the time discussion for dual credit enrollments are underway.
  - iii. The College will communicate any changes in IM, including IMDirect, to the ECHS by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the ECHS by the first full week of September.
  - iv. The College and ECHS will discuss the required IM materials before agreeing to enroll students in the college section.
- d. Enrollment of ECHS Students in regular college sections is acknowledgement of agreement to required IM.

The designee of the College High School Programs will meet with the School District or ECHS prior to enrolling students into courses and inform the School District of any courses that will have an Instructional Materials charges attached that the School District must cover. At the time students are enrolled in an ECHS course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the IM Direct.

The ECHS will use the Course Agreement Forms to determine IM. When IM requirements change for courses taught at the College, the College will notify the ECHS and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all ECHS Students, whether enrolled in courses at the ECHS or the College, will have the required course materials by the first instructional day.

#### **14. FACULTY**

- a. All instructors teaching ECHS courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the ECHS must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses.

- b. The Alamo Colleges District maintains policies and procedures, accessible at: <https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/>. Particularly relevant are sections E, F and H.
- c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the ECHS Principal or ECHS Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.
- d. The School District will provide the instructors for all high school courses at the ECHS. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Please refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.
- e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific disciplines to fulfill the ECHS plan(s) of study. The College will then conduct a review to identify faculty from the respective discipline to teach at the ECHS or assist in identifying a credentialed instructor to fill the identified need from the ECHS. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the ECHS, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.
- f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at [dst-HREEO@alamo.edu](mailto:dst-HREEO@alamo.edu).

- g. Student evaluation of instruction takes place each semester and will be a part of the ECHS faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.
- h. ECHS faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as “SLOs”). ECHS faculty must upload course syllabi onto Concourse, the College’s official reporting system. As each course at each ECHS has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.
- i. Instructors’ Dual Credit classes may include both ECHS and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or ECHS.
- j. At the end of each semester, ECHS faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.
- k. To adhere to the requirements outlined in House Bill 2504 (“HB2504”), the ECHS faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said ECHS faculty are maintained.

**15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF**

The School District will provide the ECHS staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student’s goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the ECHS staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The ECHS will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

## **16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE ECHS**

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the ECHS and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide ECHS teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the discipline to assist during the first college semester transition.

## **17. ECHS CALENDAR**

The ECHS course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the ECHS will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable ECHS Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the ECHS is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District ECHS facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated ECHS staff member will have access to student records, specifically those that include emergency contacts for ECHS Students participating in college courses taught at the College.

All ECHS Students are required to participate in required state, national assessments, which will be administered by the ECHS staff. College agrees to make accommodations in course scheduling, including final exams, and attendance so that ECHS Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

## 18. ACADEMIC POLICIES

- a. The academic policies of the School District and College shall apply to all students enrolled in the ECHS as applicable.
- b. ECHS Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. ECHS Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the ECHS counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The ECHS personnel are responsible for advising ECHS Students concerning academic progress in high school and college courses. The ECHS staff and the College designee are responsible for advising and monitoring these actions.
- c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926>.
- d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the ECHS' student information system.
- e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the ECHS has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the ECHS will pursue. The School District and ECHS will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the ECHS.

## 19. STUDENT SAFETY

The Parties agree that when an ECHS Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: <https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/>. The

SOBI will be modified to include specific information addressing ECHS Students prior to the effective date of this MOU.

When on the College campus, ECHS Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including ECHS Students, into the Alamo Colleges District *Alamo Alert* system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the *Alamo Alert* system. For additional information regarding the *Alamo Alert* system, visit: <https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/>.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and ECHS Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of ECHS Students will be the responsibility of School District.

ECHS Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

## **20. STUDENT ATTENDANCE POLICIES**

ECHS Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at <https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926#Attendance>. ECHS Students will adhere to School District attendance policies as well as those of the College.

## **21. STUDENT CONDUCT**

ECHS Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from ECHS, shall be in conformity with the Codes of student conduct of the Parties. All ECHS Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at <https://mysaccatalog.alamo.edu/content.php?catoid=176&navoid=10909>. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against an ECHS Student. The party which receives a complaint of

non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the ECHS on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the ECHS buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event. ECHS Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

## **22. STUDENT SUPPORT SERVICES**

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its ECHS who will provide academic guidance support to the ECHS Students. The ECHS will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for ECHS Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The ECHS counselor and ECHS designee will work to ensure ECHS Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

## **23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES**

- a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the ECHS.
- b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the ECHS. ECHS Students may be assigned to off-site academic course

assignments which would require the ECHS Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. ECHS Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-ECHS Students is prohibited.

#### **24. STUDENT DATA SHARING**

Parties agree to share student data for ECHS purposes. Parties agree to regularly share data not otherwise available to the other party to ensure that data is current and has integrity, as both Parties use data for enrollment into courses, state reporting, financial matters, Title IX matters, student conduct and other official business related to the ECHS. Each Party shall also promptly notify the other of any onsite or offsite behaviors of ECHS Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, ECHS shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

#### **25. STUDENT RECORDS**

In accordance with Applicable Law, School District will maintain student records pertaining to ECHS and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of ECHS Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

## **26. TRANSCRIPTION OF COLLEGE CREDIT**

*San Antonio College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate degrees and certificates. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call (404) 679-4500 for questions about the accreditation of San Antonio College.*

College credit for each ECHS Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the ECHS staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in <https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/>.

## **27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES**

The Alamo Colleges District Policy and Procedure on Civil Rights prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. In particular, Section 504 prohibits discrimination and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. The protection extends to employees and students. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on sex (gender) of employees and students at educational institutions receiving federal financial assistance. "Sex" and gender discrimination under Title IX includes gender discrimination, cover sexual harassment and sexual assaults and violence occurring on campus.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District have designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution District-wide of complaints under the Civil Rights Policy and Procedure. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties will agree on which party will undertake the investigation.

All ECHS Students will have access to AlamoCARES, a prevention, education and support program regarding dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender or disability

discrimination, retaliation, and sexual harassment and violence. For more information, visit: <https://www.alamo.edu/about-us/compliance/title-ix/>.

## **28. PROGRAM EVALUATION**

The School District and the College will develop a plan for the evaluation of the ECHS program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of ECHS staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of ECHS Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the ECHS program effectiveness and uses the results for continuous improvement.

## **29. FISCAL MATTERS**

- a. Where ECHS is located on the College property, any commitment of College facilities for ECHS purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.
- b. The School District will provide ECHS Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be responsible for procuring all required textbooks. The Alamo Collegiate Network will be invoiced as per the SB 1882 partnership agreement between the Alamo Colleges District and the School District for applicable Instructional Materials charges embedded in courses requiring electronic materials.
- c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.
- d. Any transportation and food services will be provided by the School District.
- e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.

- f. High school teachers delivering dual credit courses may teach students enrolled in ECHS and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or ECHS.
  
- g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.
  - i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay \$600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.
  
  - ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the Alamo Collegiate Network will be invoiced as per the SB 1882 partnership agreement between the Alamo Colleges District and the School District in the amount of \$100 per student. The official student enrollment count will be taken on the course sections' census date.
  
  - iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the Alamo Collegiate Network will be invoiced as per the SB 1882 partnership agreement between the Alamo Colleges District and the School District in the amount of \$2,800 per course section. The official student enrollment count will be taken on the course sections' census date.
  
  - iv. Where ECHS Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the School District will be responsible for procuring all required textbooks at its own expense. The Alamo Colleges District will obtain and supply electronic Instructional Materials as required and invoice the Alamo Collegiate Network per the SB 1882 partnership agreement between the Alamo Colleges District and the School District.
  
- h. School District's failure to meet its payment responsibilities as fiscal agent regarding a student will result in College's refusal of enrollment of the School District for the next Academic Year after determination of payment default.

### **30. EQUAL EMPLOYMENT OPPORUNITY**

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

### **31. TERMINATION OF THE MOU**

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11<sup>th</sup> and 12<sup>th</sup> grades will continue operation through scheduled graduation. The 9<sup>th</sup> and 10<sup>th</sup> grades will return to the home high school.

### **32. TRANSPORTATION**

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any ECHS field trips, each pursuant to applicable School District rules and procedures.

### **33. STUDENT DIRECTORY INFORMATION**

Upon enrolling in the ECHS, each student's directory information (defined by the College, pursuant to FERPA) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

### **34. FOOD SERVICES**

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. ECHS Students may purchase food from College food service facilities when on the College campus.

### **35. ENTIRE AGREEMENT**

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

**36. NO WAIVER OF IMMUNITY**

Neither College nor School District waives or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

**37. COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

**38. SEVERABILITY**

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

### 39. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each Party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

**School District:**

San Antonio Independent School District  
ATTN: Superintendent of Schools  
141 Lavaca St.  
San Antonio, TX 78210  
**[pmartinez1@saisd.net](mailto:pmartinez1@saisd.net)**

**College:**

San Antonio College  
ATTN: College President  
1819 N. Main Ave.  
San Antonio, Texas 78212  
**[rvela63@alamo.edu](mailto:rvela63@alamo.edu)**

**Alamo Colleges District:**

Alamo Community College District  
ATTN: Chancellor  
2222 N. Alamo St.  
San Antonio, TX 78215  
**[DST-Chancellor@alamo.edu](mailto:DST-Chancellor@alamo.edu)**

Alamo Community College District  
ATTN: General Counsel  
2222 N. Alamo St.  
San Antonio, TX 78215  
**[DST-Legal@alamo.edu](mailto:DST-Legal@alamo.edu)**

### 40. NON-APPROPRIATION

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

**41. NO-THIRD PARTY BENEFICIARY**

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

**42. HEADINGS**

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

**43. RELATIONSHIP**

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of ECHS Principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

**SERVICING COLLEGE / ALAMO COLLEGES DISTRICT**

*Approved as to form only*



By: \_\_\_\_\_  
Dr. Robert Vela, President Date  
San Antonio College

By: \_\_\_\_\_  
Dr. Mike Flores, Chancellor Date

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Mr. Pedro Martinez, Superintendent Date

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

## EXHIBIT A

### *The Alamo Colleges District Principles on Dual Credit & Early College Partnerships*

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

#### **Partnerships**

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

#### **Student Success**

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

#### **Collective Impact**

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

#### **Policy Advocacy**

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.



## BOARD AGENDA CLARIFICATION

Provide this information for Academic Board Agenda Items involving a MOU.

|                          |   |
|--------------------------|---|
| Department:              | College, Career and Military Readiness  |
| Board Meeting Date:      | March 16, 2021  |
| Agenda Title:            | Approval of the Renewal of the Memorandums of Understanding (MOUs) Between SAISD and the Alamo Colleges District for the Early College High School (ECHS) Program   |
| Presenter:               | Liz Ozuna, Executive Director for Advanced Academics/ Postsecondary Initiatives   |
| Cost:                    | ~\$250K (Brackenridge: Tuition + Books/Fees/Materials; Travis & SPC: Books/Materials only)  |
| Board Goal(s) addressed: | Goal 7: Increase % of HS students earning college credit<br>Goal 8: Increase % of students meeting TSI/SAT/ACT college ready<br>Goal 9: Increase % of students CCMR<br>Goal 10: Increase % of HS grads going to college |

### IMPACT & COST

| Number of Students  | Number of Teachers | Number of Campuses | Cost Per Student   | Cost Per Teacher | Cost Per Campus |
|---|--------------------|--------------------|--|------------------|-----------------|
| Travis ECHS: ~400<br>St. Philip's ECHS: ~300<br>Brackenridge ECHS: ~400 | N/A                | 3                  | ~\$5,000 for four years<br>(\$250 avg cost per course for tuition & materials)<br>Note: Alamo Colleges Network will pay tuition and fees for dual credit course for Travis ECHS & SPC ECHS | N/A              | N/A             |

# HISTORICAL DATA

Include Pertinent Data and Information (Year, Value Added & Results/Findings) Questions to consider:

Is this a renewal?

What data supports this renewal?

Is this an expansion of the program? If so, why?

This agreement is required to be renewed annually between San Antonio ISD and each Early College High School (ECHS) and its partner college. Currently, we are in partnership with two of the Alamo Colleges for the ECHS program:

-San Antonio College (SAC) for the Travis ECHS

-St. Philip's College for the St. Philip's ECHS and for Brackenridge ECHS

In addition, SAISD and the Alamo Colleges District have entered a SB1882 Partnership for Travis ECHS, St. Philip's ECHS, and Fox Tech Health P-TECH. As a part of this partnership, Alamo Colleges District pays tuition and Instructional Materials fees for ECHS and P-Tech students. SAISD will continue to purchase books and provide transportation as needed.

Early College High Schools blend high school and college coursework to enable students to simultaneously earn a high school diploma and up to two years of transferable college credit (60 hours), with the possibility of earning an associate degree, tuition free. In addition, students may earn Level I Career Certificates of Completion at their respective college campuses. ECHS students may also participate in the AVID program, GT services, AP courses, and various high school extra-curricular activities; students may also access college campus resources and services, including student clubs and organizations. Over the past two years, high percentages of ECHS graduates have earned the associate degree and/or level I certifications at their respective ECHS campuses (see below).

The ECHS initiatives support meeting SAISD Board Goals 7 - 10 by design as the ECHS Blueprint and the designated Outcome Based Measures compel the ECHS campus to focus recruiting efforts on students who have not traditionally had access to these types of advanced opportunities; focus on creating a college-going culture where all students are prepared to take and complete college core and elective college courses; provide multiple levels to ensure student success in advanced coursework, and that ECHS students receive advising that promotes postsecondary access and persistence. As our data suggests below, not only do ECHS students graduate with their "second piece of paper"-the Associate degree in addition to their high school diploma, they also enroll in college after high school graduation at a higher rate than students who graduate from other SAISD high schools.

ECHS campuses must continue to meet state criteria outlined in the ECHS Blueprint and must reapply annually to continue with the ECHS designation. These criteria include targets that ensure equity of access for students who are at risk for dropping out of school, who have been traditionally underserved in accessing rigorous advanced coursework, and who may be the first in their families to enter and complete college.

ECHS students have an impressive college going rate (see below) that meets or surpasses the district rates, especially four-year college attendance, and these students often aspire to matriculate to top tier universities. Students say that the experience of going to college while earning their high school diploma, helps them develop the mindset and work habits that serve them well in their postsecondary pursuits. Students frequently talk about the confidence that develops from the experience of attending early college high school.

| <b>Class of 2020</b> | <b>Class of 2020:<br/>Senior<br/>Population</b> | <b>% earning Associate's<br/>degree/Level I<br/>Certifications</b> |
|----------------------|---|--|
| Travis ECHS          | 92  | 92% (89)   |
| St. Philip's<br>ECHS | 49  | 59% (32)   |
| Brackenridge<br>ECHS | 56  | 43% (24)   |

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and Acadian Ambulance Service to Provide Medical Director Services

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

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

**PRESENTER:** Johnny Vahalik, Sr. Executive Director College, Career and Military Readiness

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Acadian Ambulance Service to provide Medical Director services to support the development of students' work readiness and exposure to practical clinical experiences. The clinical experience provided through this party satisfies the training requirements with the health science students at Edison High School.

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

Recommend that the Board approves the MOU with Acadian Ambulance Service as presented.

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

N/A

### **IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

# MEMORANDUM OF UNDERSTANDING

BETWEEN

ACADIAN AMBULANCE SERVICE, INC. D/B/A ACADIAN AMBULANCE SERVICE OF TEXAS, LLC

AND

SAISD – THOMAS EDISON HIGH SCHOOL

This Memorandum of Understanding (“MOU”) sets for the terms and understanding between **Acadian Ambulance Service, Inc. d/b/a Acadian Ambulance Service of Texas, LLC** (hereinafter “Acadian”) and **SAISD – Thomas Edison High School** (hereinafter “SAISD”) wherein Acadian will provide medical director services to the SAISD Emergency Medical Technician (“EMT”) course and certification program.

## **Purpose and Background**

The purpose of this MOU is to define the relationship between Acadian and SAISD in providing medical director services to SAISD’s EMT Course at Thomas Edison High School. This MOU is also intended to define the responsibilities of each party in the delivery and maintenance of this course. This MOU is an agreement between the parties for Acadian to provide the necessary medical director oversight of the EMT program at Thomas Edison High School in compliance with the Texas Department of State Health Services requirements.

## **Acadian Responsibilities**

- Provide medical director oversight for the EMT course conducted by SAISD in accordance with Texas Department of State Health Services requirements.
- The medical director shall be a Texas state licensed physician.
- The medical director shall coordinate and advise SAISD and other companies or entities affiliated with the EMT program as required by applicable regulations.

## **SAISD – Thomas Edison High School Responsibilities**

- Provide a coordinator to act as a liaison between Acadian and SAISD.
- Provide EMT instruction through a certified teacher.
- Provide all other requirements set forth by the Texas department of State health services for an EMT course.
- Provide all appropriate equipment and education resources necessary for a state approved EMT course.

**Cost of Services**

Acadian shall provide the services at no cost to SAISD. However, SAISD shall ensure that all students are covered by applicable professional liability and general liability insurance for the duration of the EMT course.

**Term of Contract and General Provisions**

The term of this agreement shall be the later of January 1, 2021 or the date of the last signature hereto, and shall expire on June 1, 2022.


The MOU may be extended by mutual agreement or an addendum signed by both parties. The terms of this MOU should be reviewed after each EMT course for continued applicability to meeting the needs of both parties.

This MOU may be terminated, by either party, with or without cause, upon 60 days written notice. Such termination shall not affect students already enrolled until the students have completed their EMT course. As such, the terms of this contract shall survive the termination for the students only.


**Contact Information and Signatures**

**Acadian Ambulance Service, Inc.**  
**d/b/a Acadian Ambulance Service of**  
**Texas, LLC**  
P.O. Box 98000  
Lafayette, LA 70509  
Dr. Emily Kidd, Medical Director

**SAISD – Thomas Edison High School**  
  
141 Lavaca Street  
San Antonio, TX 78210  
Johnny Vahalik, Senior Executive Director

  
\_\_\_\_\_  
Dr. Emily Kidd, Medical Director

\_\_\_\_\_  
Johnny Vahalik, Senior Executive Director

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

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

  
\_\_\_\_\_  
Dr. Charles Burnell, Chief Medical Officer

\_\_\_\_\_  
Pedro Martinez, Superintendent

02-12-2021  
\_\_\_\_\_  
Date:

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



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

|                     |  |
|---------------------|--|
| Department:         | College, Career and Military Readiness   |
| Board Meeting Date: | March 16, 2021   |
| Agenda Title:       | Approval of the Memorandum of Understanding (MOU) Between SAISD and Acadian Ambulance Service to Provide Medical Director Services |
| Presenter:          | Johnny Vahalik, Sr. Executive Director College, Career and Military Readiness  |
| Cost:               | Provided free of cost to SAISD   |
| Board Goal:         | Goal 9 – Increase the percent College, Career, & Military Ready (CCMR)   |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|--------------------|------------------|------------------|-----------------|
| 18                 | 1                  | 1                  | \$0              | \$0              | \$0             |

### HISTORICAL DATA

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

|   |  |
|---|--|
| <p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p> | <p>San Antonio ISD has implemented the Health Science Magnet Program at Edison High School. To stay in accordance with the Texas Department of State Health Services and to provide necessary clinical experience and training for the students to obtain certifications, SAISD must partner with a medical director to oversee the EMT course. Acadia has agreed to provide this service at no cost if students are covered by applicable professional liability and general liability insurance for the duration of the EMT course.</p> <p>This agreement is required to permit the EMT students of Edison High School with the necessary experience and curriculum requirements to the health science students.</p> <p>The program is advertised as part of the Career &amp; Technical Education Department for Edison High School.</p> |
|---|--|

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Clinical Affiliation Agreement Between SAISD and the City of Leon Valley, a Texas Municipal Corporation, by and through the City of Leon Valley Fire Department and San Antonio Emergency Medical Training**

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

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

**PRESENTER:** Johnny Vahalik, Sr. Executive Director College, Career and Military Readiness

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and the City of Leon Valley, a Texas Municipal Corporation, by and through the City of Leon Valley Fire Department and San Antonio Emergency Medical Training. This Agreement is to support the development of students' work readiness and exposure to practical clinical experiences. The clinical experience provided through this party satisfies the training requirements with the health science students at Edison High School.

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

Recommend that the Board approve the MOU with the City of Leon Valley, a Texas Municipal Corporation, by and through the City of Leon Valley Fire Department and San Antonio Emergency Medical Training.

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

N/A

### **IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

## CLINICAL AFFILIATION AGREEMENT

This clinical affiliation agreement, is entered into this 15 day of December,  
2020 by and between the City of Leon Valley, a Texas Municipal Corporation, by and through the City of Leon Valley Fire Department, ("Health Center"), San Antonio Emergency Medical Training, ("Institution"), and San Antonio Independent School District ("SAISD") (referred to as "party" or jointly as "parties").

**WHEREAS**, Institution provides, among other things, and educational program for the training of Health Science Students by its clinical instructors and supervisors ("Faculty")

**WHEREAS**, the Institution currently has an agreement with Edison High School, of the SAISD, for the training of its Health Science Students ("Students").

**WHEREAS**, the proper training of such professionals requires exposure to practical clinical experiences, which is primarily attainable within the environment and setting of a Health Center.

**WHEREAS**, Health Center has the environment and facilities within and through which the Students can acquire such practical, clinical experience.

**WHEREAS**, the Institution and SAISD desire to use Health Center's facilities for the training of students and the Health Center recognizes the benefit to the community therefrom and is willing to provide and permit its facilities to be used for such purposes;

**NOW, THEREFORE, the parties agree as follows:**

**1. RESPONSIBILITIES OF THE INSTITUTION AND SAISD:**

- a. Identify, in concert with the Health Center, the number of Students assigned to the Health Center for on-site clinical and practical training.
- b. Prepare, in concert with the Health Center, from time to time, a schedule for the Students specifying the hours of each day, the days of the month, and the months of each year during which the Students will be receiving on-site clinical and practical training at the Health Center, and the medical specialties to which the Students will be exposed in connection with their on-site training. In connection with the foregoing, providing such data as the Health Center shall request in order for the Health Center to coordinate its scheduling and programming with that of the Institution's.
- c. Provide, when scheduling agreements require, at its sole cost and expense, Faculty who have been credentialed in accordance with the requirements of the Bylaws of the Medical Staff of Health Center to supervise the Students while engaged in their practical clinical training.
- d. Assure that all Students selected for on-site clinical and practical clinical training at Health Center have satisfactorily completed all portions of the Institution

curriculum that are a prerequisite for the on-site training and can show proof of the following: (check applicable prerequisites for the clinical study at Health Center)

- \_\_\_\_\_ BLS certification
  - \_\_\_\_\_ TB testing; Mantoux test and/or chest x-ray results
  - \_\_\_\_\_ Immunizations are current and include current influenza, Tetanus, Diphtheria, Hepatitis B, Measles, Mumps, Pertussis, Rubella and Varicella
- e. Acquaint the Students with the rules and regulations of the Health Center and the requirements of federal and state laws and regulations regarding the confidentiality of information and records maintained by the Health Center and hold the Students responsible to conform to current and future Health Center standards of performance, dress, department, as well as all the applicable policies and procedures of the Health Center as the same may be amended from time to time by the Health Center and the requirements of federal and state laws and regulations regarding the confidentiality of information and records maintained by the Health Center.
- f. INSTITUTION SHALL maintain, during the term of this Agreement, professional liability insurance covering the Students and Faculty and general liability insurance covering the operation of the INSTITUTION, in such levels of coverage as required by State law with Health Center included as an additional insured. Upon written request of the Health Center, INSTITUTION will forward to the Health Center a certificate of insurance.
- g. Have, and maintain throughout the term of this Agreement, any and all licenses and/or permits required by state law, and/or federal or local authority for the training of the Students, and accreditation by all other appropriate accrediting authorities at each party's own expense.
- h. Represent and warrant that no adverse action by the federal government that will or may result in exclusions from a federal health care program has occurred or is pending or threatened against INSTITUTION, its affiliates, or to the best of its knowledge, against any of the Students. INSTITUTION agrees that it shall not perform any act that shall cause Institution to be excluded from federal health care program during the term of this Agreement.
- i. Provide Health Center with a list of the full names of all the Students that will or may be providing services under this Agreement.
- j. INSTITUTION will provide Health Center with a list of the full names of all Faculty that will or may be providing services under this Agreement. Prior to the Faculty performing services hereunder and periodically (at least annually) thereafter, Institution agrees to conduct background checks through SAISD's system.
- k. INSTITUTION shall notify Health Center immediately, but in no event more than forty-eight (48) hours after receiving notice thereof, if INSTITUTION, its affiliates, or any of the Faculty providing items or services hereunder, becomes excluded from a federal healthcare program. If any of the Faculty providing items or services under this Agreement is excluded from a federal healthcare program, INSTITUTION must

immediately remove such Faculty from providing services and items under this Agreement. If INSTITUTION, an affiliate, or any of the Faculty, is excluded from a federal health care program, Health Center may immediately terminate this Agreement. On an annual basis, INSTITUTION shall provide written certification to Health Center that the above requirements have been met.

**2. RESPONSIBILITIES OF THE HEALTH CENTER:**

- a. Permit Students to use its facilities in connection with their on-site practical, clinical training;
- b. Encourage the Health Center staff to interface and cooperate with the Students in an appropriate manner with respect to such on-site training;
- c. Permit Students to use such diagnostic and therapeutic equipment as may be needed by Students in connection with their on-site training, and as may be required by each patient's condition, and the type of care required by each patient.
- d. Permit the Students to accompany Health Center personnel on their rounds as such are appropriate to the Student's on-site training.
- e. Permit the Students to observe Health Center personnel in their diagnostic and patient care procedures and treatment and their use of Health Center equipment all as is relevant to the Student's on-site training.
- f. Permit the Students, at their sole cost and expense, to use Health Center amenities such as the cafeteria, restrooms, emergency rooms, conference areas and parking facilities in the same basis as that made available to others likewise engaged in an on-site clinical training program; and
- g. Provide an orientation for the Students with respect to the operations of the Health Center, its policies and procedures, and the location of the facilities and other equipment as the same may impact upon or be relevant to the Students on-site training.

3. **SCHEDULING.** The dates, times and other arrangements for the practical, clinical experience of the Students as evidenced by the schedule to be prepared by the Institution and SAISD shall be planned jointly by all parties, all with a view toward ensuring the proper coordination of the Health Center's needs and programming with the on-site training needs of the Students.

4. **REMOVAL OF STUDENTS.** The Health Center may, in its sole and absolute discretion, refuse the use of its facilities and as contemplated by this Agreement to any Student who does not meet the professional and other standards and requirements of the Health Center. Institution and SAISD agree to withdraw any Student from Health Center or any area thereof for reasonable causes specified by Health Center, including but not limited to, the safety of any patient or individual, in the sole discretion of Health Center, is in jeopardy. Health Center will notify Institution and SAISD if such an infraction occurs.

5. **PATIENT CARE.** Health Center shall at all times remain responsible for the safety and welfare of its patients. Nothing herein contained shall be construed as a limitation on the responsibility of Health Center with respect to providing medical care for its patients.
6. **COOPERATION AND LIAISON.** All parties will act in good faith, and cooperate with one another in implementing the Intent and purpose of this Agreement and in furtherance thereof will work out the details of the administration needed to fulfill the needs of the onsite educational program and to benefit Health Center in such a manner so as not to interfere with the medical care provided by the Health Center. All parties shall maintain adequate liaison with one another, make changes that may be advisable within the terms of this Agreement and discuss any problems as may arise concerning their affiliation as created by this Agreement.
7. **TERMS AND TERMINATION.** This Agreement shall commence up the execution of this Agreement and will continue in effect until terminated. Any party may terminate this Agreement, with or without cause, by providing the others with thirty (30) days prior written notice of its intent to terminate.
8. **WRITTEN NOTICES.** Any written notices contemplated under this Agreement shall be effective when personally delivered or when received through certified mail, return receipt requested, posted to the addresses listed below, unless other addresses have been designated by written notice in the manner prescribed by this Section.
9. **RECORDS AND ACCESS.** INSTITUTION agrees that in accordance with the Social Security Act, its contracts, books, documents, and records will be made available to the Comptroller general of the United States, the United States Department of Health and Human Services and their duly authorized representatives until the expiration of seven (7) years after services are furnished under this Agreement. This obligation is not terminated upon termination of the Agreement, whether by rescission or otherwise. All records, books and papers of INSTITUTION pertaining to the performance of this Agreement shall be open to inspection during normal business hours by Health Center, SAISD and by authorized federal and state authorities.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together constitutes but one instrument.
11. **ASSIGNMENT.** No party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other parties; provided, however, that any party may assign the Agreement to an entity affiliated by ownership or control with written notice to the other party.

- 12. **RELATIONSHIP OF PARITIES.** Health Center, Institution and SAISD are independent parties. Nothing herein contained shall constitute or be construed as constituting any party as the partner or agent of the other parties.
- 13. **NON-EXCLUSIVE AGREEMENT:** This Agreement should not be construed as an exclusive contract and any parties, at their option, may enter into other affiliation agreements.
- 14. **WAIVER.** The waiver by any party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or different provision.
- 15. **SEVERABILITY.** In the event that any provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in full force and effect.
- 16. **NO THIRD-PARTY BENEFICIARY.** Nothing contained herein is intended to grant or confer any right, power or benefit upon any third-party beneficiary, including, but not limited to, any patient of Health Center or Student or Faculty
- 17. **CHOICE OF LAW AND VENUE.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute or claim arising hereunder will be in Bexar County, Texas.

**IN WITNESS WHEREOF,** Health Center, Institution and SAISD have executed this Agreement through their duly authorized representatives.

Affiliation Agreement approved by:

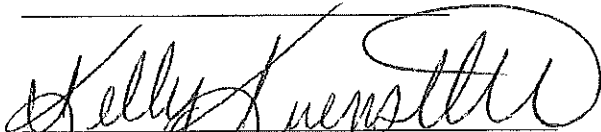


Edward Battros, Owner  
 San Antonio Emergency Medical Training  
 Address for Notice:

\_\_\_\_\_  
 \_\_\_\_\_

2-8-21

Date



Kelly Kuenstler, City Manager  
 City of Leon Valley Fire Department  
 Address for Notice:

\_\_\_\_\_

12-15-2020

Date

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Pedro Martinez, Superintendent  
San Antonio Independent School District  
Address for notice:

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date



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

|                     |   |
|---------------------|---|
| Department:         | College, Career and Military Readiness  |
| Board Meeting Date: | March 16, 2021  |
| Agenda Title:       | Approval of the Clinical Affiliation Agreement Between SAISD and the City of Leon Valley, a Texas Municipal Corporation, by and through the City of Leon Valley Fire Department, and San Antonio Emergency Medical Training |
| Presenter:          | Johnny Vahalik, Sr. Executive Director College, Career and Military Readiness   |
| Cost:               | Provided free of cost to SAISD, therefor Payments will not be exchanged   |
| Board Goal:         | Goal 9 – Increase the percent College, Career, and Military Ready (CCMR)  |

### IMPACT & COST

| Number of Students | Number of Teachers | Number of Campuses | Cost Per Student | Cost Per Teacher | Cost Per Campus |
|--------------------|--------------------|--------------------|------------------|------------------|-----------------|
| 18                 | 1                  | 1                  | \$0              | \$0              | \$0             |

### HISTORICAL DATA

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

|   |  |
|---|--|
| <p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p> | <p>San Antonio ISD has implemented the Health Science Magnet Program at Edison High School. In order to provide necessary clinical experience and training of the students to obtain certifications, a continued partnership with the City of Leon Valley, a Texas Municipal Corporation, by and through the Leon Valley Fire Department, and San Antonio Emergency Medical Training is requested.</p> <p>The City of Leon Valley, a Texas Municipal Corporation, by and through the Leon Valley Fire Department and San Antonio Emergency Medical Training, are provided free of cost to San Antonio ISD.</p> <p>This agreement is required to provide necessary experience and curriculum requirements to the health science students at Edison High School.</p> <p>The program is advertised as part of the Career &amp; Technical Education Department for Edison High School.</p> |
|---|--|

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and Rays of Freedom

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

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

**PRESENTER:** Johnny Vahalik, Senior Executive Director for College, Career and Military Readiness

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Rays of Freedom to provide high school equivalency classes with academic remedial skills, college and work readiness instruction, and provide support to individuals in the community prepare for the 21st century workforce. Rays of Freedom is a non-profit organization with the main goal of helping to meet the needs of the rapidly growing population of immigrants and those facing deportation. Additionally, they assist individuals who are recovering from emotional trauma, victims of domestic violence or trafficking, breakup of families, and loss of employment, by providing low cost immigration application services. The primary goal of this partnership is designed to help client of Rays of Freedom advance in their college and career endeavors.

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

Resolve that the Board approves the proposed MOU with Rays of Freedom as presented.

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

Services are provided at no cost to the district. Texas Workforce Commission grant funding will be utilized for adult education classes.

### **IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

# MEMORANDUM OF UNDERSTANDING

Between

San Antonio Independent School District  
Adult and Community Education Program

&

Rays of Freedom

The following Memorandum of Understanding (The Agreement) establishes the terms of agreement between SAISD Adult and Community Education Program and the Rays of Freedom.

WHEREAS, the parties are in the business of providing literacy and related adult educational services to individuals in the community, and such services include academic remedial skills, as well as college and work readiness instruction.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby mutually agree as follows:

A. Responsibilities of Parties under this Agreement

The parties agree that the cost of services provided hereunder shall be contributed as an in-kind contribution to the program, except as noted.

**1. Responsibilities of SAISD Adult and Community Education Program:**

During the term of this Agreement, March 17, 2021 and continues in effect as long as both parties mutually agree, SAISD Adult and Community Education Program will:

- a. Provide instruction for academic remedial skills, college and work readiness instruction.
- b. Track participant attendance.
- c. Provide testing and learning materials to participants.
- d. Provide staff development opportunities for staff providing instruction under this agreement.
- e. Maintain regular communication with the Rays of Freedom on the status of class and students.
- f. Ensure performance measures compliance by Texas Workforce Commission.

**1. Responsibilities of Rays of Freedom**

During the term of this Agreement, the Rays of Freedom will provide:

- a. Appropriate classroom space and related amenities and parking, as warranted by specific class.
- b. Classroom outreach and recruitment of students.
- c. Cost of water, electricity, gas and janitorial services for the classroom.
- d. On-site coordination of program activities and existing organizations that provide additional services to individuals engaged in literacy and adult education services.

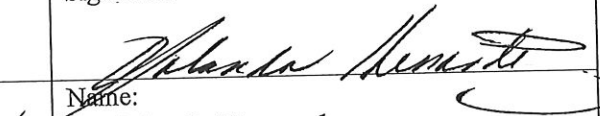

- e. Partner agrees to provide computer lab facilities as required for course instruction.

B. Duration of Agreement

The MOU shall be effective upon signature by the Parties and remains in effect unless or until cancelled by either party. A party hereto may cancel this Agreement upon written notice to the other party. This agreement is subject to the availability of funding for SAISD and Rays of Freedom.

- C. Neither party hereto intends to waive its immunities in entering this Agreement or performing under this Agreement. This Agreement is not intended to be a joint enterprise for purposes of determining liability.

- D. This Agreement supersedes all prior agreements, written or oral, between the parties and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof.

|   |   |
|---|---|
| San Antonio Independent School District<br>Adult and Community Education<br>Program | Rays of Freedom   |
| Signature:  | Signature:<br> |
| Name:<br>Mr. Pedro Martinez   | Name:<br>Yolanda Hernandez  |
| Title:<br>Superintendent  | Title:<br>Director  |
| Date:   | Date:<br>     |



# BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

|                     |   |
|---------------------|---|
| Department:         | Adult and Community Education   |
| Board Meeting Date: | March 16, 2021  |
| Agenda Title:       | Approval of the Memorandum of Understanding (MOU) between SAISD and Rays of Freedom.  |
| Presenter:          | Johnny Vahalik, Senior Executive Director for College, Career and Military Readiness  |
| Cost:               | No cost to SAISD  |
| Board Goal:         | Targeted focus on Post-Secondary Success: Increase the percent of graduates attending college and increase the percent that are college and career ready. |

## IMPACT & COST

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

## HISTORICAL DATA

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

|   |  |
|---|--|
| <p>Questions to consider:</p> <p>Is this a renewal?</p> <p>What data supports this renewal?</p> <p>Is this an expansion of the program? If so, why?</p> | <p>No, this is not a renewal.</p> <p>This referral partnership with Rays of Freedom will increase the number of adult education students served in our community and enhance what is currently offered by Rays of Freedom to their clients by providing SAISD Adult Education classes in High School Equivalency, with academic remedial skills, and college and work readiness instruction.</p> |
|---|--|

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of Monthly Budget Reports and Amendments for March 2021

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

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

**PRESENTER:**        Larry A. Garza

**MEETING DATE:** March 16, 2021

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

The monthly Amended Budget report is a one page summary of the budget amendment impact on the 2020-2021 original budget adopted by the Board for the General Fund, Food Service Fund, and Debt Service Fund. Budget amendments are presented to the Board at a regularly scheduled business meeting. The original budget is amended when changes take place from one function to another function or when a request is made to increase or decrease the budget.

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

Resolved that the Board of Trustees approve the budget amendments for the month of March 2021.

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

As indicated on the following pages.

### **IV. 2020-2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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



**SAN ANTONIO ISD  
FINANCIAL SERVICES DIVISION**

March 2021

2020-21 Budget Amendment # 7

**General Fund**

|  | Requested By: | Amount |
|--|---------------|--------|
| <b>I. INCREASE FUND BALANCE</b>  |               |        |
| A. Increase Estimated Revenue:   |               | -      |
| B. Decrease Appropriations:  |               | -      |
|  | \$            | -      |
| I. Total transactions increasing Fund Balance  |               | -      |
| <br><b>II. DECREASE FUND BALANCE</b>   |               |        |
| A. Increase Appropriations:  |               | -      |
| B. Decrease Estimated Revenue:   |               | -      |
|  | \$            | -      |
| II. Total transactions decreasing Fund Balance                                       |               | -      |
| <br><b>III. NO CHANGE TO FUND BALANCE</b>  |               |        |
| A. Decrease Estimated Revenue and Appropriations:                                    |               |        |
| Insurance Recovery- Truck #2611  | C. Salley     | 1,569  |
| Insurance Recovery- Truck #2625  | C. Salley     | 5,880  |
| B. Increase Estimated Revenue and Appropriations:                                    |               | 7,449  |
|  | \$            | -      |
| C. Decrease Appropriations and Increase Transfers Out to Other Uses                  |               | -      |
|  |               | -      |
| III. Total transactions with no impact on Fund Balance                               |               | 7,449  |
| <b>IV. Net increase (decrease) to General Fund Balance for this Budget Amendment</b> |               | -      |

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment No. 7**  
**For MARCH 2021**  
**Board Agenda**  
**GENERAL OPERATING FUND**

| <b>REVENUE</b>  | <b>Budget<br/>As Adopted<br/>July 1, 2020</b> | <b>Budget<br/>as Amended</b> | <b>Administrative<br/>Adjustments # 7</b> | <b>BA No. 7<br/>Changes</b> | <b>Budget<br/>As Amended<br/>Thru BA # 7</b> |
|---|---|------------------------------|---|-----------------------------|--|
| 5700 Local  | \$ 219,700,680                                | \$ 217,544,713               | \$ -                                      | \$ 7,449                    | \$ 217,552,162                               |
| 5800 State  | 267,514,240                                   | 269,720,028                  | -   | -                           | 269,720,028                                  |
| 5900 Federal  | 11,200,000                                    | 11,194,212                   | -   | -                           | 11,194,212                                   |
| Total Revenue   | 498,414,920                                   | 498,458,953                  | -   | 7,449                       | 498,466,402                                  |
| 7900 Other Resources                                  | -   | -                            | -   | -                           | -  |
| <b>Total Revenue &amp; Other Resources</b>            | <b>\$ 498,414,920</b>                         | <b>\$ 498,458,953</b>        | <b>\$ -</b>                               | <b>\$ 7,449</b>             | <b>\$ 498,466,402</b>                        |
| <b>APPROPRIATIONS</b>                                 |   |                              |   |                             |  |
| 11 Instruction  | \$ 282,883,382                                | \$ 283,521,104               | \$ (48,957)                               | \$ -                        | \$ 283,472,147                               |
| 12 Inst Resources & Media                             | 5,585,145                                     | 5,600,654                    | (4,539)                                   | -                           | 5,596,115                                    |
| 13 Curriculum & Prof. Dev.                            | 16,598,834                                    | 15,646,599                   | (169,623)                                 | -                           | 15,476,976                                   |
| 21 Instructional Administration                       | 10,391,568                                    | 10,349,661                   | 10,113                                    | -                           | 10,359,774                                   |
| 23 School Leadership                                  | 34,426,518                                    | 34,487,004                   | 15,365                                    | -                           | 34,502,369                                   |
| 31 Guidance & Counseling                              | 15,864,967                                    | 15,511,402                   | 5,195                                     | -                           | 15,516,597                                   |
| 32 Social Work Services                               | 3,610,208                                     | 3,909,947                    | -   | -                           | 3,909,947                                    |
| 33 Health Services                                    | 9,566,496                                     | 9,624,867                    | 1,205                                     | -                           | 9,626,072                                    |
| 34 Student Transportation                             | 11,609,701                                    | 11,589,665                   | 700                                       | -                           | 11,590,365                                   |
| 35 Food Services                                      | 152,547                                       | 152,547                      | -   | -                           | 152,547                                      |
| 36 Cocurricular/Extracurricular                       | 12,419,208                                    | 12,789,627                   | 27,895                                    | -                           | 12,817,522                                   |
| 41 General Administration                             | 16,673,399                                    | 16,531,791                   | 46,398                                    | -                           | 16,578,189                                   |
| 51 Plant Maintenance                                  | 55,011,972                                    | 55,016,165                   | 2,386                                     | 7,449                       | 55,026,000                                   |
| 52 Security & Monitoring                              | 6,840,688                                     | 6,841,120                    | (1,679)                                   | -                           | 6,839,441                                    |
| 53 Data Processing                                    | 11,446,198                                    | 11,270,767                   | (6,175)                                   | -                           | 11,264,592                                   |
| 61 Community Services                                 | 3,887,022                                     | 3,933,442                    | 111,871                                   | -                           | 4,045,313                                    |
| 71 Debt Services- Principal                           | -   | -                            | -   | -                           | -  |
| 72 Debt Services- Interest                            | -   | -                            | -   | -                           | -  |
| 73 Debt Services- Other Costs                         | -   | -                            | -   | -                           | -  |
| 81 Facilities Acq. & Construction                     | 81,067  | 231,542                      | 9,845                                     | -                           | 241,387                                      |
| 93 Payments to Members SSA                            | -   | -                            | -   | -                           | -  |
| 95 Payments to JJAEP                                  | 50,000  | 50,000                       | -   | -                           | 50,000                                       |
| 99 Intergovernmental Charges                          | 1,314,000                                     | 1,399,000                    | -   | -                           | 1,399,000                                    |
| Total Appropriations                                  | 498,412,920                                   | 498,456,904                  | -   | 7,449                       | 498,464,353                                  |
| Other Uses  | 2,000   | 2,049                        | -   | -                           | 2,049  |
| <b>Total Appropriations &amp; Other Uses</b>          | <b>\$ 498,414,920</b>                         | <b>\$ 498,458,953</b>        | <b>\$ -</b>                               | <b>\$ 7,449</b>             | <b>\$ 498,466,402</b>                        |
| Beginning Fund Balance 7/01/20 <sup>1</sup>           | \$ 99,872,221                                 | \$ 99,872,221                | -   | -                           | \$ 99,872,221 <sup>1</sup>                   |
| Net Revenue/Sources over<br>(Appropriations) / (Uses) | \$ -  | \$ -                         | \$ -                                      | \$ -                        | \$ -   |
| Ending Fund Balance 6/30/21                           | \$ 99,872,221                                 | \$ 99,872,221                | \$ -                                      | \$ -                        | \$ 99,872,221                                |

1. Preliminary Projection as of June 30, 2020



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Fiscal Year 2020-2021

**GENERAL FUND \***

Through Reporting Period Ending January 31, 2021

|  | Year-to-Date **<br>Amended Budget | Year-to-Date<br>Realized | Difference<br>Realized to Budget | % of<br>Budget |
|--|-----------------------------------|--------------------------|----------------------------------|----------------|
| <b>REVENUES</b>  |                                   |                          |                                  |                |
| <b>LOCAL</b>   |                                   |                          |                                  |                |
| Taxes Current & Delinquent                                     | \$ 214,189,029                    | \$ 162,271,950           | \$ (51,917,079)                  | 75.76%         |
| Interest Earnings  | 300,000                           | 54,799                   | (245,201)                        | 18.27%         |
| Facility Rentals   | 270,000                           | 5,136                    | (264,864)                        | 1.90%          |
| Athletic Gate Receipts   | 408,000                           | 128,367                  | (279,633)                        | 31.46%         |
| Other Local Sources  | 2,385,133                         | 1,919,465                | (465,668)                        | 80.48%         |
| <b>TOTAL LOCAL</b>   | <b>217,552,162</b>                | <b>164,379,717</b>       | <b>(53,172,445)</b>              | <b>75.56%</b>  |
| <b>STATE</b>   |                                   |                          |                                  |                |
| Foundation & Avail Sch Fund                                    | 247,214,240                       | 175,290,294              | (71,923,946)                     | 70.91%         |
| TRS On-Behalf Contribution                                     | 22,500,000                        | 11,797,126               | (10,702,874)                     | 52.43%         |
| Other State Sources  | 5,788                             | 11,057                   | 5,269                            | 191.04%        |
| <b>TOTAL STATE</b>   | <b>269,720,028</b>                | <b>187,098,477</b>       | <b>(82,621,551)</b>              | <b>69.37%</b>  |
| <b>FEDERAL</b>   |                                   |                          |                                  |                |
| ROTC/Impact Aid  | 1,480,283                         | 775,913                  | (704,370)                        | 52.42%         |
| SHARS  | 8,400,000                         | 1,185,888                | (7,214,112)                      | 14.12%         |
| Other Federal Sources  | 1,313,929                         | 678,915                  | (635,014)                        | 51.67%         |
| <b>TOTAL FEDERAL</b>   | <b>11,194,212</b>                 | <b>2,640,716</b>         | <b>(8,553,496)</b>               | <b>23.59%</b>  |
| <b>Total Revenue</b>   | <b>498,466,402</b>                | <b>354,118,910</b>       | <b>(144,347,492)</b>             | <b>71.04%</b>  |
| <b>OTHER SOURCES</b>   |                                   |                          |                                  |                |
| Operating Transfer In  | -                                 | -                        | -                                | 0.00%          |
| Sale of Property   | -                                 | 32,055                   | 32,055                           | 0.00%          |
| Total Other Sources  | -                                 | 32,055                   | 32,055                           | 0.00%          |
| <b>Total Revenue &amp; Other Sources</b>                       | <b>\$ 498,466,402</b>             | <b>\$ 354,150,965</b>    | <b>\$ (144,315,437)</b>          | <b>71.05%</b>  |
| <b>EXPENDITURES</b>  |                                   |                          |                                  |                |
|  | Year-to-Date<br>Amended Budget    | Year-to-Date<br>Actual   | Difference<br>Actual to Budget   | % of<br>Budget |
| 11 Instruction   | 283,557,606                       | 137,052,857              | 146,504,749                      | 48.33%         |
| 12 Inst Resources & Media                                      | 5,596,115                         | 2,618,350                | 2,977,765                        | 46.79%         |
| 13 Curriculum & Prof. Dev.                                     | 15,515,233                        | 7,357,540                | 8,157,693                        | 47.42%         |
| 21 Instructional Administration                                | 10,346,662                        | 6,676,185                | 3,670,477                        | 64.53%         |
| 23 School Leadership   | 34,502,635                        | 20,204,866               | 14,297,769                       | 58.56%         |
| 31 Guidance & Counseling                                       | 15,516,425                        | 8,068,575                | 7,447,850                        | 52.00%         |
| 32 Social Work Services  | 3,909,947                         | 2,043,601                | 1,866,346                        | 52.27%         |
| 33 Health Services   | 9,624,522                         | 4,858,728                | 4,765,794                        | 50.48%         |
| 34 Student Transportation                                      | 11,589,665                        | 5,588,224                | 6,001,441                        | 48.22%         |
| 35 Food Services   | 152,547                           | 377,559                  | (225,012)                        | 247.50%        |
| 36 Cocurricular/Extracurricular                                | 12,808,921                        | 5,486,264                | 7,322,657                        | 42.83%         |
| 41 General Administration                                      | 16,578,189                        | 8,571,280                | 8,006,909                        | 51.70%         |
| 51 Plant Maintenance   | 55,033,693                        | 29,876,062               | 25,157,630                       | 54.29%         |
| 52 Security & Monitoring                                       | 6,839,220                         | 3,071,811                | 3,767,409                        | 44.91%         |
| 53 Data Processing   | 11,270,767                        | 6,400,073                | 4,870,694                        | 56.78%         |
| 61 Community Services  | 3,931,819                         | 2,059,184                | 1,872,635                        | 52.37%         |
| 71 Debt Services- Principal                                    | -                                 | -                        | -                                | 0.00%          |
| 72 Debt Services- Interest                                     | -                                 | -                        | -                                | 0.00%          |
| 73 Debt Services- Other Costs                                  | -                                 | -                        | -                                | 0.00%          |
| 81 Facilities Acq. & Construction                              | 241,387                           | 171,827                  | 69,560                           | 71.18%         |
| 93 Payments to Fiscal Agents/SSA                               | -                                 | -                        | -                                | 0.00%          |
| 95 Payments to JJAEP   | 50,000                            | -                        | 50,000                           | 0.00%          |
| 99 Other Intergovernmental Chgs                                | 1,399,000                         | 690,523                  | 708,477                          | 49.36%         |
| <b>TOTAL EXPENDITURES</b>                                      | <b>498,464,353</b>                | <b>251,173,510</b>       | <b>247,290,843</b>               | <b>50.39%</b>  |
| <b>OTHER USES</b>  |                                   |                          |                                  |                |
| Transfers Out  | 2,049                             | 460                      | 1,589                            | 22.44%         |
| Total Other Uses   | 2,049                             | 460                      | 1,589                            | 22.44%         |
| <b>Total Expenditures &amp; Other Uses</b>                     | <b>\$ 498,466,402</b>             | <b>\$ 251,173,969</b>    | <b>\$ 247,292,432</b>            | <b>50.39%</b>  |
| Excess/(Deficit) Revenues and Expenditures<br>in General Fund. | \$ 0                              | \$ 102,976,995           | \$ 102,976,995                   |                |

\* Encumbrances are not included and totals may vary due to 366

\*\* YTD Amended Budget is as of month-end close for January.



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
Fiscal Year 2020-2021  
**GENERAL FUND \***  
Comparison of Actual Results for Current and Prior Year  
Through Reporting Period Ending January 31, 2021

**ACTUAL - TO - ACTUAL**

| <b>REVENUES</b>                             | 2019-2020             | 2020-2021             | Difference<br>2020 vs 2021 | Percent<br>Variance |
|---|-----------------------|-----------------------|----------------------------|---------------------|
| Local                                       | \$ 164,443,522        | \$ 164,379,717        | \$ (63,805)                | (0.04%)             |
| State                                       | 144,271,738           | 187,098,477           | 42,826,739                 | 29.68%              |
| Federal                                     | 3,906,362             | 2,640,716             | (1,265,646)                | (32.40%)            |
| <b>Total Revenues</b>                       | <b>312,621,622</b>    | <b>354,118,910</b>    | <b>41,497,288</b>          | <b>13.27%</b>       |
| <b>OTHER SOURCES</b>                        |                       |                       |                            |                     |
| Operating Transfer In                       | -                     | -                     | -                          | 0.00%               |
| Sale of Property                            | 35,630                | 32,055                | (3,575)                    | (10.03%)            |
| <b>Total Other Sources</b>                  | <b>35,630</b>         | <b>32,055</b>         | <b>(3,575)</b>             | <b>(10.03%)</b>     |
| <b>Total Revenues &amp; Other Sources</b>   | <b>\$ 312,657,252</b> | <b>\$ 354,150,965</b> | <b>\$ 41,493,713</b>       | <b>13.27%</b>       |
| <b>Expenditures by Function</b>             |                       |                       |                            |                     |
|   | 2019-2020             | 2020-2021             | Difference<br>2020 vs 2021 | Percent<br>Variance |
| 11 Instruction                              | 140,624,925           | 137,052,857           | (3,572,068)                | (2.54%)             |
| 12 Inst Resources & Media                   | 2,859,428             | 2,618,350             | (241,079)                  | (8.43%)             |
| 13 Curriculum & Prof. Dev.                  | 8,029,963             | 7,357,540             | (672,423)                  | (8.37%)             |
| 21 Instructional Administration             | 5,325,228             | 6,676,185             | 1,350,957                  | 25.37%              |
| 23 School Leadership                        | 18,870,762            | 20,204,866            | 1,334,104                  | 7.07%               |
| 31 Guidance & Counseling                    | 8,432,509             | 8,068,575             | (363,934)                  | (4.32%)             |
| 32 Social Work Services                     | 1,895,138             | 2,043,601             | 148,463                    | 7.83%               |
| 33 Health Services                          | 4,800,786             | 4,858,728             | 57,942                     | 1.21%               |
| 34 Student Transportation                   | 6,627,149             | 5,588,224             | (1,038,925)                | (15.68%)            |
| 35 Food Services                            | 330,774               | 377,559               | 46,785                     | 14.14%              |
| 36 Cocurricular/Extracurricular             | 6,820,105             | 5,486,264             | (1,333,841)                | (19.56%)            |
| 41 General Administration                   | 9,291,855             | 8,571,280             | (720,575)                  | (7.75%)             |
| 51 Plant Maintenance                        | 32,218,846            | 29,876,062            | (2,342,784)                | (7.27%)             |
| 52 Security & Monitoring                    | 3,790,728             | 3,071,811             | (718,917)                  | (18.97%)            |
| 53 Data Processing                          | 5,900,349             | 6,400,073             | 499,724                    | 8.47%               |
| 61 Community Services                       | 2,303,862             | 2,059,184             | (244,678)                  | (10.62%)            |
| 71 Debt Services                            | -                     | -                     | -                          | 0.00%               |
| 81 Facilities Acq. & Construction           | 562,790               | 171,827               | (390,963)                  | (69.47%)            |
| 93 Payments to Fiscal Agents/SSA            | -                     | -                     | -                          | 0.00%               |
| 95 Payments to JJAEP                        | -                     | -                     | -                          | 0.00%               |
| 99 Intergovernmental Charges                | 676,709               | 690,523               | 13,814                     | 2.04%               |
| <b>Total Expenditures</b>                   | <b>259,361,907</b>    | <b>251,173,510</b>    | <b>(8,188,398)</b>         | <b>(3.16%)</b>      |
| Transfer Out/Other Uses                     | 956                   | 460                   | 496                        | 51.90%              |
| <b>Total Expenditures &amp; Other Uses</b>  | <b>\$ 259,362,863</b> | <b>\$ 251,173,969</b> | <b>\$ (8,187,902)</b>      | <b>(3.16%)</b>      |
| Excess/(Deficit) Revenues and Expenditures  | <b>\$ 53,294,389</b>  | <b>\$ 102,976,995</b> | <b>\$ 33,305,812</b>       |                     |
| <b>Expenditures by Major Object Code</b>    |                       |                       |                            |                     |
| 6100 - Payroll Costs                        | \$ 220,417,615        | \$ 215,984,776        | \$ (4,432,839)             | (2.01%)             |
| 6200 - Professional and Contracted Services | 22,777,440            | 19,814,826            | (2,962,614)                | (13.01%)            |
| 6300 - Supplies and Materials               | 11,178,189            | 10,998,948            | (179,241)                  | (1.60%)             |
| 6400 - Other Operating Costs                | 4,694,624             | 4,291,570             | (403,054)                  | (8.59%)             |
| 6500 - Debt Service                         | -                     | -                     | -                          | 0.00%               |
| 6600 - Capital Outlay-Land, Bldgs & Equip.  | 294,039               | 83,390                | (210,650)                  | (71.64%)            |
| <b>Total Expenditures</b>                   | <b>\$ 259,361,907</b> | <b>\$ 251,173,510</b> | <b>\$ (8,188,398)</b>      | <b>(3.16%)</b>      |

\* Encumbrances are not included and totals may vary due to rounding.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
AMENDED BUDGET  
For Fiscal Year Ending July 31, 2021**

| CODE | REVENUES                                 | GENERAL FUND              | FOOD SERVICE         | DEBT SERVICE           | TOTAL                 |
|------|--|---------------------------|----------------------|------------------------|-----------------------|
|      |  | M&O Tax Rate<br>\$1.02105 |                      | I&S Tax Rate \$0.48125 | Tax Rate \$1.50230    |
| 5700 | Local Revenue                            | \$ 217,552,162            | \$ 1,356,510         | \$ 93,579,675          | \$ 312,488,347        |
| 5800 | State Revenue                            | 269,720,028               | 168,410              | -                      | 269,888,438           |
| 5900 | Federal Revenue                          | 11,194,212                | 46,488,441           | -                      | 57,682,653            |
|      | <b>TOTAL REVENUES</b>                    | <b>\$ 498,466,402</b>     | <b>\$ 48,013,361</b> | <b>\$ 93,579,675</b>   | <b>\$ 640,059,438</b> |
|      | <b>APPROPRIATIONS</b>                    |                           |                      |                        |                       |
| 0011 | Instruction                              | \$ 283,472,147            | \$ -                 | \$ -                   | \$ 283,472,147        |
| 0012 | Instructional Resources & Media Svcs.    | 5,596,115                 | -                    | -                      | 5,596,115             |
| 0013 | Curriculum Development & Inst Staff Dev  | 15,476,976                | -                    | -                      | 15,476,976            |
| 0021 | Instructional Leadership                 | 10,359,774                | -                    | -                      | 10,359,774            |
| 0023 | School Leadership                        | 34,502,369                | -                    | -                      | 34,502,369            |
| 0031 | Guidance, Counseling & Evaluation Svc.   | 15,516,597                | -                    | -                      | 15,516,597            |
| 0032 | Social Work Services                     | 3,909,947                 | -                    | -                      | 3,909,947             |
| 0033 | Health Services                          | 9,626,072                 | -                    | -                      | 9,626,072             |
| 0034 | Student ( Pupil) Transportation          | 11,590,365                | -                    | -                      | 11,590,365            |
| 0035 | Food Services                            | 152,547                   | 45,501,109           | -                      | 45,653,656            |
| 0036 | Cocurricular /Extracurricular Activities | 12,817,522                | -                    | -                      | 12,817,522            |
| 0041 | General Administration                   | 16,578,189                | -                    | -                      | 16,578,189            |
| 0051 | Plant Maintenance & Operations           | 55,026,000                | 2,988,748            | -                      | 58,014,748            |
| 0052 | Security & Monitoring Services           | 6,839,441                 | -                    | -                      | 6,839,441             |
| 0053 | Data Processing Services                 | 11,264,592                | -                    | -                      | 11,264,592            |
| 0061 | Community Services                       | 4,045,313                 | -                    | -                      | 4,045,313             |
| 0071 | Debt Services- Principal                 | -                         | -                    | 43,480,000             | 43,480,000            |
| 0072 | Debt Services- Interest                  | -                         | -                    | 44,859,156             | 44,859,156            |
| 0073 | Debt Services- Other Costs               | -                         | -                    | 450,000                | 450,000               |
| 0081 | Facilities Acquisition & Construction    | 241,387                   | 574,633              | -                      | 816,020               |
| 0093 | Payments to Members SSA                  | -                         | -                    | -                      | -                     |
| 0095 | Payments to JJAEP                        | 50,000                    | -                    | -                      | 50,000                |
| 0099 | Other Intergovernmental Charges          | 1,399,000                 | -                    | -                      | 1,399,000             |
|      | <b>TOTAL APPROPRIATIONS</b>              | <b>\$ 498,464,353</b>     | <b>\$ 49,064,490</b> | <b>\$ 88,789,156</b>   | <b>\$ 636,317,999</b> |
|      | <b>OTHER RESOURCES &amp; USES</b>        |                           |                      |                        |                       |
| 7900 | Other Resources                          | \$ -                      | \$ 2,049             | \$ -                   | \$ 2,049              |
| 8900 | Other Uses                               | (2,049)                   | -                    | -                      | (2,049)               |
|      |  | <b>\$ (2,049)</b>         | <b>\$ 2,049</b>      | <b>\$ -</b>            | <b>\$ -</b>           |
|      | Excess/(Deficit) Current Operations      | \$ -                      | \$ (1,049,080)       | \$ 4,790,519           | \$ 3,741,439          |
| 3000 | From/(To) Fund Balance                   | -                         | 1,049,080            | (4,790,519)            | (3,741,439)           |
|      | Difference                               | <b>\$ -</b>               | <b>\$ -</b>          | <b>\$ -</b>            | <b>\$ -</b>           |



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
Fiscal Year 2020-2021  
**Strategic Initiative Fund**  
For Posted Data Available through January 2021

|  | Beginning*<br>Balance      | Prior Changes<br>YTD         | Changes This<br>Period     | Current<br>Balance         |
|--|----------------------------|------------------------------|----------------------------|----------------------------|
| <b>ASSETS</b>  |                            |                              |                            |                            |
| Cash and Cash Equivalents  | \$ 3,096,126               | \$ -                         |                            | \$ 3,096,126               |
| <b>INCREASES TO CASH:</b>  |                            |                              |                            |                            |
| QSCB Federal Subsidy Revenue   | \$ -                       | \$ 1,164,335                 | \$ -                       | \$ 1,164,335               |
| Transfer in from General Ledger  | \$ 5,000,000               |                              | \$ -                       | \$ 5,000,000               |
| <b>DECREASES TO CASH:</b>  |                            |                              |                            |                            |
| Payment for Prior Year Initiatives (A/P)   | \$ -                       | \$ -                         | \$ -                       | \$ -                       |
| Payment for District Initiatives   | \$ -                       | \$ (3,217,951)               | \$ (397,503)               | \$ (3,615,454)             |
| Transfer Out for Construction/Renovation   | \$ -                       | \$ -                         | \$ -                       | \$ -                       |
| Purchase of Child Nutrition Warehouse  | \$ -                       | \$ -                         | \$ -                       | \$ -                       |
| <b>1000 Total Assets</b>   | <b><u>\$ 8,096,126</u></b> | <b><u>\$ (2,053,616)</u></b> | <b><u>\$ (397,503)</u></b> | <b><u>\$ 5,645,007</u></b> |
| <b>LIABILITIES AND FUND BALANCES</b>   |                            |                              |                            |                            |
| Liabilities & Pending Transfers:   | \$ -                       | \$ -                         | \$ -                       | \$ -                       |
| <b>2000 Total Liabilities</b>  | <b><u>-</u></b>            | <b><u>-</u></b>              | <b><u>-</u></b>            | <b><u>-</u></b>            |
| <b>FUND BALANCE:</b>   |                            |                              |                            |                            |
| Non Spendable Fund Balance:  | -                          | -                            | -                          | -                          |
| Restricted Fund Balance:   | -                          | -                            | -                          | -                          |
| Proj # Committed Fund Balance:   |                            |                              |                            |                            |
| 01 Compensation Initiative   | \$ -                       | \$ -                         | \$ -                       | \$ -                       |
| 02 Deferred Facility Maintenance   | -                          | -                            | -                          | -                          |
| 03 Deferred Technology   | -                          | -                            | -                          | -                          |
| 04 School Bus & Vehicle Fleet Replacement  | -                          | -                            | -                          | -                          |
| 05 Reserve for Land or Building Purchase   | -                          | -                            | -                          | -                          |
| 07 Time & Attendance   | -                          | -                            | -                          | -                          |
| 08 Technology Integration  | -                          | -                            | -                          | -                          |
| 10 Federal Grant In-Kind Contingency   | -                          | -                            | -                          | -                          |
| 12 Campus Supplemental Resources   | 2,166,657                  | (2,166,657)                  | -                          | -                          |
| 13 Def Maint., Facilities Construction /<br>Renovation or Land/Building Purchase | -                          | -                            | -                          | -                          |
| Proj # Assigned Fund Balance:  |                            |                              |                            |                            |
| 11 Facilities and Technology Projects  | 5,929,469                  | 113,041                      | (397,503)                  | 5,645,007                  |
| <b>3000 Total Fund Balance</b>   | <b><u>8,096,126</u></b>    | <b><u>(2,053,616)</u></b>    | <b><u>(397,503)</u></b>    | <b><u>5,645,007</u></b>    |
| <b>4000 Total Liabilities and Fund Balances</b>                                  | <b><u>\$ 8,096,126</u></b> | <b><u>\$ (2,053,616)</u></b> | <b><u>\$ (397,503)</u></b> | <b><u>\$ 5,645,007</u></b> |

\* Beginning balance reflects estimated balances as of June 30, 2020

**CALCULATION OF AVAILABLE FUND BALANCE:**

|  |             |
|--|-------------|
| FUND BALANCE: For Posted Data Available through January 2021 | \$5,645,007 |
| Less Budget Appropriated or Accounts or Wages Payable        | 4,062,809   |
| Add Back Paid Expenditures Reflected in Balance Sheet        | 3,091,896   |

**AVAILABLE FUND BALANCE: \$4,674,094**



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
 Fiscal Year 2020-2021  
**Professional Services managed  
 by Board of Trustees**  
 For Posted Data Available through January 2021

|   | Current<br>Actual | Year to Date<br>Actual |
|---|-------------------|------------------------|
| <b>Legal Services- General Counsel (2020-21 Fiscal Year)</b><br>Escamilla & Poneck, LLP | 145,963           | 696,806                |
| <b>Audit Services (2019-20 Engagement Year)</b><br>Garza, Gonzalez & Associates         | -                 | -                      |
| <b>Audit Services (2020-21 Engagement Year)</b><br>Garza, Gonzalez & Associates         | -                 | -                      |
| <b>Legal Services- Financial Advisors (2020-21 Fiscal Year)</b><br>Frost Bank           | -                 | 115,140                |
| <b>Total Professional Expenditures</b>  | <b>\$ 145,963</b> | <b>\$ 811,946</b>      |

## SAISD BOARD AGENDA SUMMARY FORM

---

**AGENDA TITLE:** Approval of the Quarterly Investment Report for the Period of October 2020 to December 2020

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

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

**PRESENTER:**        Larry A. Garza

**MEETING DATE:** March 16, 2021

---

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

In accordance with the Public Funds Investment Act (PFIA), the District shall prepare a written report of investment transactions for all funds for the preceding report period. This investment report has been prepared and is being submitted for approval on a quarterly basis.

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

Resolve that the Board approve the attached Quarterly Investment Report for period October 1, 2020 to December 31, 2020.

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

NA

**IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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



# San Antonio Independent School District

141 Lavaca Street • San Antonio, Texas 78210-1095

Telephone (210) 554-8590

*Financial Services and Business Operations*

BOARD OF EDUCATION

**PATTI RADLE**  
President

**ARTHUR V. VALDEZ**  
Vice President

**DEBRA A. GUERRERO**  
Secretary

**ED GARZA**  
Member

**JAMES HOWARD**  
Member

**STEVE LECHOLOP**  
Member

**CHRISTINA MARTINEZ**  
Member

**PEDRO MARTINEZ**  
Superintendent

January 29, 2021

San Antonio I.S.D.  
Board of Trustees

Dear Board of Trustees,

Chapter 2256 of the Government Code - The Public Funds Investment Act ("PFIA") requires that "the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period."

The enclosed Quarterly Investment Report for the quarter ending December 31, 2020 has been prepared in compliance with the requirements listed in Sec. 2256.023 (b) of the PFIA.

Please call me at 554-8590 should you have any questions.

Regards,

Larry A. Garza  
Associate Superintendent, CFO  
Financial Services & Business Operations

c: Mr. Pedro Martinez, Superintendent



# Quarterly Investment Report October 1, 2020 – December 31, 2020

PATTERSON & ASSOCIATES



INVESTMENT PROFESSIONALS

# San Antonio Independent School District, Texas

## Quarterly Investment Report

October 2020 – December 2020

The following reports are submitted in accordance with the Public Funds Investment Act (Chapter 2256). The report also offers supplemental information not required by the Act to fully inform the Board of Trustees of the position and activity within the District's portfolio of investments. The reports include a management summary overview, detailed inventory report for the end of the period, and a transaction report as well as graphic representations of the portfolio to provide full disclosure to the Board of Trustees.

### Issuer Legend

JPMGOV – JPMorgan US Gov Cap Money Market (Money Market Mutual Fund)  
LONE STAR- Local Government Investment Pool, managed by American Beacon Advisors of Fort Worth & BNY Mellon Cash Investment Strategies  
TEXPOOL- Local Government Investment Pool, managed by Federated Investors  
TEXSTAR- Local Government Investment Pool, managed by JP Morgan Chase  
TEXAS TERM - Local Government Investment Pool, managed by PFM Asset Management LLC  
FROST BANK - Frost Bank Public Checking Account  
DEUTSCHE BANK FLEX- Deutsche Bank Flex Repo Account

San Antonio Independent School District

Quarterly Investment Report  
 October 2020 – December 2020

Portfolio Summary Management Report


This quarterly report is prepared in compliance with the Investment Policy and Strategy of the District and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

| <u>Portfolio as of September 30, 2020</u> |                | <u>Portfolio as of December 31, 2020</u> |                |
|---|----------------|--|----------------|
| Beginning Book Value                      | \$ 317,998,742 | Ending Book Value                        | \$ 376,356,581 |
| Beginning Market Value                    | \$ 317,998,742 | Ending Market Value                      | \$ 376,356,581 |
| Unrealized Gain/Loss                      | \$ 0           | Investment Income for the quarter        | \$ 266,924     |
|   |                | Unrealized Gain/Loss                     | \$ 0           |
|   |                | <b>Change in Unrealized Gain/Loss</b>    | <b>\$ 0</b>    |
| WAM at Beginning Period Date <sup>1</sup> | 261 days       | WAM at Ending Period Date <sup>1</sup>   | 214 days       |
|   |                | Change in Market Value <sup>2</sup>      | \$ 58,357,839  |

Average Yield to Maturity for quarter **0.326%**  
 Average Yield 3-month Treasury Bill for quarter **0.090%**  
 Average Yield 6-month Treasury Bill for quarter **0.100%**  
 Average Yield 1 year Treasury Bill for quarter **0.110%**

Authorized by:

  
 Sean Mullen, Director, Cash & Treasury Management  
 San Antonio Independent School District

  
 Larry A. Garza, Assoc. Supt., CFO Fin. Services & Bus. Oper.  
 San Antonio Independent School District

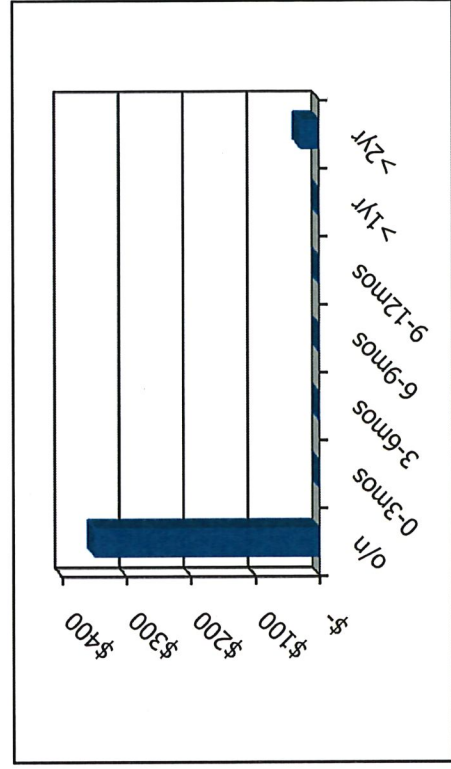
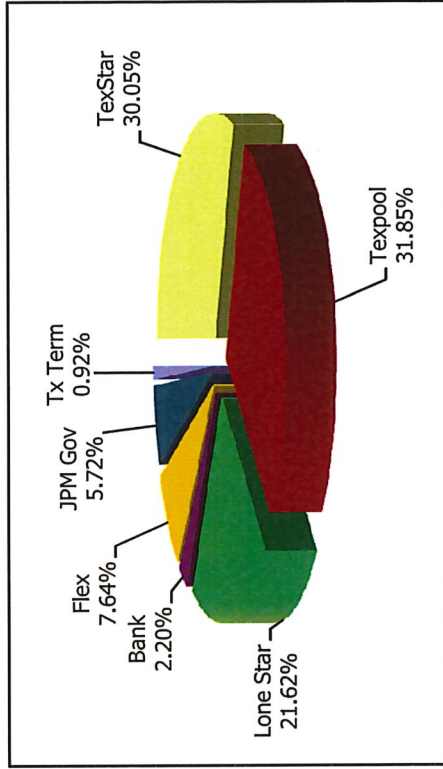
<sup>1</sup> WAM, represents weighted average maturity.

<sup>2</sup> "Change in Market Value" is required data, but will primarily reflect the receipt and expenditure of the District's funds from quarter to quarter.

# Your Portfolio

As of December 31, 2020

- These graphs show the diversification of the portfolio from two angles.
- The top graph illustrates diversification by market sector and will change over time as value changes in those sectors. Diversification by market sector reduces market risk in any one sector.
- The bottom graph illustrates diversification by maturity. The portfolio structure will correspond to the cash needs of the District throughout the year.





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**San Antonio I.S.D.  
 Portfolio Management  
 Portfolio Summary  
 December 31, 2020**

| Investments        | Par Value             | Market Value          | Book Value            | % of Portfolio | Term       | Days to Maturity | YTM 365 Equiv. |
|--------------------|-----------------------|-----------------------|-----------------------|----------------|------------|------------------|----------------|
| Frost Bank         | 8,269,695.51          | 8,269,695.51          | 8,269,695.51          | 2.20           | 1          | 1                | 0.000          |
| Investment Pools   | 317,788,731.35        | 317,788,731.35        | 317,788,731.35        | 84.44          | 1          | 1                | 0.077          |
| Money Market Funds | 21,539,628.96         | 21,539,628.96         | 21,539,628.96         | 5.72           | 1          | 1                | 0.030          |
| Deutsche Bank Flex | 28,758,525.05         | 28,758,525.05         | 28,758,525.05         | 7.64           | 5,844      | 2,783            | 2.800          |
| <b>Investments</b> | <b>376,356,580.87</b> | <b>376,356,580.87</b> | <b>376,356,580.87</b> | <b>100.00%</b> | <b>447</b> | <b>214</b>       | <b>0.281</b>   |

**Total Earnings** December 31 Period Ending 266,923.58  
 Current Year

The following reports are submitted in accordance with the Public Funds Investment Act (the "Act", Texas Gov't Code 22.56) and the District's Investment Policy. The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the San Antonio Independent School District of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body. The portfolio is in compliance with the Public Funds Investment Act and the investment strategies expressed in the District's adopted Investment Policy.

*Sean Mullen* 02/01/21

Sean Mullen, Director of Cash & Treas Management



**San Antonio I.S.D.  
Summary by Fund  
December 31, 2020  
Grouped by Fund**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746

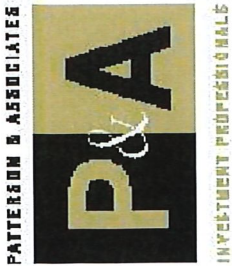
| Security Type                     | Number of Investments | Par Value            | Book Value           | % of Portfolio | Average YTM 365 | Average Days to Maturity |
|-----------------------------------|-----------------------|----------------------|----------------------|----------------|-----------------|--------------------------|
| <b>Fund: Building Fund - QSCB</b> |                       |                      |                      |                |                 |                          |
| Money Market Funds                | 1                     | 5,299.67             | 5,299.67             | 0.00           | 0.030           | 1                        |
| <b>Subtotal</b>                   | <b>1</b>              | <b>5,299.67</b>      | <b>5,299.67</b>      | <b>0.00</b>    | <b>0.030</b>    | <b>1</b>                 |
| <b>Fund: Building Fund-2000</b>   |                       |                      |                      |                |                 |                          |
| Investment Pools                  | 1                     | 0.00                 | 0.00                 | 0.00           | 0.000           |                          |
| <b>Subtotal</b>                   | <b>1</b>              | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>    | <b>0.000</b>    |                          |
| <b>Fund: Building Fund-2001</b>   |                       |                      |                      |                |                 |                          |
| Investment Pools                  | 1                     | 0.00                 | 0.00                 | 0.00           | 0.000           |                          |
| <b>Subtotal</b>                   | <b>1</b>              | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>    | <b>0.000</b>    |                          |
| <b>Fund: Building Fund-2018</b>   |                       |                      |                      |                |                 |                          |
| Investment Pools                  | 1                     | 3,456,276.79         | 3,456,276.79         | 0.92           | 0.090           | 1                        |
| <b>Subtotal</b>                   | <b>1</b>              | <b>3,456,276.79</b>  | <b>3,456,276.79</b>  | <b>0.92</b>    | <b>0.090</b>    | <b>1</b>                 |
| <b>Fund: Building Fund-2019</b>   |                       |                      |                      |                |                 |                          |
| Investment Pools                  | 1                     | 81,996,011.27        | 81,996,011.27        | 21.79          | 0.068           | 1                        |
| <b>Subtotal</b>                   | <b>1</b>              | <b>81,996,011.27</b> | <b>81,996,011.27</b> | <b>21.79</b>   | <b>0.068</b>    | <b>1</b>                 |
| <b>Fund: Building Fund-2020</b>   |                       |                      |                      |                |                 |                          |
| Investment Pools                  | 1                     | 50,023,393.04        | 50,023,393.04        | 13.29          | 0.091           | 1                        |
| <b>Subtotal</b>                   | <b>1</b>              | <b>50,023,393.04</b> | <b>50,023,393.04</b> | <b>13.29</b>   | <b>0.091</b>    | <b>1</b>                 |
| <b>Fund: Building Fund-1997</b>   |                       |                      |                      |                |                 |                          |
| Investment Pools                  | 1                     | 0.00                 | 0.00                 | 0.00           | 0.000           |                          |
| <b>Subtotal</b>                   | <b>1</b>              | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>    | <b>0.000</b>    |                          |
| <b>Fund: Building Fund-1999</b>   |                       |                      |                      |                |                 |                          |
| Investment Pools                  | 1                     | 0.00                 | 0.00                 | 0.00           | 0.000           |                          |
| <b>Subtotal</b>                   | <b>1</b>              | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>    | <b>0.000</b>    |                          |

San Antonio I.S.D.  
 Summary by Fund  
 December 31, 2020  
 Grouped by Fund

| Security Type                           | Number of Investments | Par Value             | Book Value            | % of Portfolio | Average YTM, 365 | Average Days to Maturity |
|---|-----------------------|-----------------------|-----------------------|----------------|------------------|--------------------------|
| <b>Fund: Child Nutrition</b>            |                       |                       |                       |                |                  |                          |
| Frost Bank                              | 1                     | 14,294.48             | 14,294.48             | 0.00           | 0.000            | 1                        |
| Investment Pools                        | 1                     | 2,236,032.65          | 2,236,032.65          | 0.59           | 0.070            | 1                        |
| <b>Subtotal</b>                         | <b>2</b>              | <b>2,250,327.13</b>   | <b>2,250,327.13</b>   | <b>0.59</b>    | <b>0.070</b>     | <b>1</b>                 |
| <b>Fund: Debt Service</b>               |                       |                       |                       |                |                  |                          |
| Deutsche Bank Flex                      | 1                     | 28,758,525.05         | 28,758,525.05         | 7.64           | 2.800            | 2,783                    |
| Money Market Funds                      | 1                     | 10,507,365.72         | 10,507,365.72         | 2.79           | 0.030            | 1                        |
| Investment Pools                        | 2                     | 53,497,955.89         | 53,497,955.89         | 14.21          | 0.080            | 1                        |
| <b>Subtotal</b>                         | <b>4</b>              | <b>92,763,846.66</b>  | <b>92,763,846.66</b>  | <b>24.64</b>   | <b>0.917</b>     | <b>863</b>               |
| <b>Fund: Edison Endowment</b>           |                       |                       |                       |                |                  |                          |
| Investment Pools                        | 1                     | 1,947.41              | 1,947.41              | 0.00           | 0.091            | 1                        |
| <b>Subtotal</b>                         | <b>1</b>              | <b>1,947.41</b>       | <b>1,947.41</b>       | <b>0.00</b>    | <b>0.091</b>     | <b>1</b>                 |
| <b>Fund: General Disbursement</b>       |                       |                       |                       |                |                  |                          |
| Frost Bank                              | 1                     | 7,647,794.83          | 7,647,794.83          | 2.03           | 0.000            | 1                        |
| Money Market Funds                      | 1                     | 11,014,382.42         | 11,014,382.42         | 2.93           | 0.030            | 1                        |
| Investment Pools                        | 3                     | 117,856,504.27        | 117,856,504.27        | 31.32          | 0.077            | 1                        |
| <b>Subtotal</b>                         | <b>5</b>              | <b>136,518,681.52</b> | <b>136,518,681.52</b> | <b>36.28</b>   | <b>0.069</b>     | <b>1</b>                 |
| <b>Fund: Historic Preservation Corp</b> |                       |                       |                       |                |                  |                          |
| Frost Bank                              | 1                     | 0.40                  | 0.40                  | 0.00           | 0.000            | 1                        |
| <b>Subtotal</b>                         | <b>1</b>              | <b>0.40</b>           | <b>0.40</b>           | <b>0.00</b>    | <b>0.000</b>     | <b>1</b>                 |
| <b>Fund: Self-Funded Insurance</b>      |                       |                       |                       |                |                  |                          |
| Frost Bank                              | 1                     | 607,605.80            | 607,605.80            | 0.16           | 0.000            | 1                        |
| Investment Pools                        | 2                     | 5,997,998.37          | 5,997,998.37          | 1.59           | 0.070            | 1                        |
| <b>Subtotal</b>                         | <b>3</b>              | <b>6,605,604.17</b>   | <b>6,605,604.17</b>   | <b>1.75</b>    | <b>0.064</b>     | <b>1</b>                 |
| <b>Fund: Slayden Trust</b>              |                       |                       |                       |                |                  |                          |
| Investment Pools                        | 1                     | 4,242.91              | 4,242.91              | 0.00           | 0.091            | 1                        |
| <b>Subtotal</b>                         | <b>1</b>              | <b>4,242.91</b>       | <b>4,242.91</b>       | <b>0.00</b>    | <b>0.091</b>     | <b>1</b>                 |
| <b>Fund: Student Activity</b>           |                       |                       |                       |                |                  |                          |
| Investment Pools                        | 1                     | 2,718,368.75          | 2,718,368.75          | 0.72           | 0.091            | 1                        |

San Antonio I.S.D.  
 Summary by Fund  
 December 31, 2020  
 Grouped by Fund

| Security Type      | Number of Investments | Par Value      | Book Value     | % of Portfolio | Average YTM, 365 | Average Days to Maturity |
|--------------------|-----------------------|----------------|----------------|----------------|------------------|--------------------------|
| Subtotal           | 1                     | 2,718,368.75   | 2,718,368.75   | 0.72           | 0.091            | 1                        |
| <b>Fund: TECP</b>  |                       |                |                |                |                  |                          |
| Money Market Funds | 1                     | 12,581.15      | 12,581.15      | 0.00           | 0.030            | 1                        |
| Subtotal           | 1                     | 12,581.15      | 12,581.15      | 0.00           | 0.030            | 1                        |
| Total and Average  | 27                    | 376,356,580.87 | 376,356,580.87 | 100.00         | 0.281            | 214                      |



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 Austin, TX 78746

**San Antonio I.S.D.  
 Fund BFQSCB - Building Fund - QSCB  
 Investments by Fund  
 December 31, 2020**

| CUSIP                     | Investment # | Issuer                               | Purchase Date | Book Value      | Par Value       | Market Value    | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|---------------------------|--------------|--------------------------------------|---------------|-----------------|-----------------|-----------------|--------------|--------------|--------------|--------------------------------|
| <b>Money Market Funds</b> |              |                                      |               |                 |                 |                 |              |              |              |                                |
| XXXX9324C                 | 10131        | JPMorgan US Gov Cap (OGVXX)          | 09/16/2016    | 5,299.67        | 5,299.67        | 5,299.67        | 0.030        | 0.029        | 0.030        | 1                              |
|                           |              | <b>Subtotal and Average</b>          |               | <b>5,299.67</b> | <b>5,299.67</b> | <b>5,299.67</b> | <b>0.030</b> | <b>0.030</b> | <b>0.030</b> | <b>1</b>                       |
|                           |              | <b>Total Investments and Average</b> |               | <b>5,299.67</b> | <b>5,299.67</b> | <b>5,299.67</b> | <b>0.030</b> | <b>0.030</b> | <b>0.030</b> | <b>1</b>                       |

**Fund BLD00 - Building Fund-2000**  
**Investments by Fund**  
**December 31, 2020**

| CUSIP                   | Investment # | Issuer                        | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|-------------------------|--------------|-------------------------------|---------------|------------|-----------|--------------|--------------|---------|---------|--------------------------------|
| <b>Investment Pools</b> |              |                               |               |            |           |              |              |         |         |                                |
| 888888882               | 10015        | TexSTAR Investment Pool       | 09/01/2008    | 0.00       | 0.00      | 0.00         |              |         |         | 1                              |
|                         |              | Subtotal and Average          |               | 0.00       | 0.00      | 0.00         |              | 0.000   | 0.000   | 0                              |
|                         |              | Total Investments and Average |               | 0.00       | 0.00      | 0.00         |              | 0.000   | 0.000   | 0                              |

Fund BLD01 - Building Fund-2001  
Investments by Fund  
December 31, 2020

| CUSIP                   | Investment # | Issuer                        | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|-------------------------|--------------|-------------------------------|---------------|------------|-----------|--------------|--------------|---------|---------|--------------------------------|
| <b>Investment Pools</b> |              |                               |               |            |           |              |              |         |         |                                |
| 888888881               | 10011        | Government Overnight Fund     | 09/01/2008    | 0.00       | 0.00      | 0.00         |              |         |         | 1                              |
|                         |              | Subtotal and Average          |               | 0.00       | 0.00      | 0.00         |              | 0.000   | 0.000   | 0                              |
|                         |              | Total Investments and Average |               | 0.00       | 0.00      | 0.00         |              | 0.000   | 0.000   | 0                              |

**Fund BLD18 - Building Fund-2018  
Investments by Fund  
December 31, 2020**

| CUSIP   | Investment # | Issuer                               | Purchase Date | Book Value          | Par Value           | Market Value        | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|---------|--------------|--------------------------------------|---------------|---------------------|---------------------|---------------------|--------------|--------------|--------------|--------------------------------|
| 1285-02 | 10143        | Texas Term TexasDAILY                | 07/25/2018    | 3,456,276.79        | 3,456,276.79        | 3,456,276.79        | 0.090        | 0.088        | 0.090        | 1                              |
|         |              | <b>Subtotal and Average</b>          |               | <b>3,456,276.79</b> | <b>3,456,276.79</b> | <b>3,456,276.79</b> |              | <b>0.089</b> | <b>0.090</b> | <b>1</b>                       |
|         |              | <b>Total Investments and Average</b> |               | <b>3,456,276.79</b> | <b>3,456,276.79</b> | <b>3,456,276.79</b> |              | <b>0.089</b> | <b>0.090</b> | <b>1</b>                       |

**Investment Pools**

**Fund BLD19 - Building Fund-2019**  
**Investments by Fund**  
**December 31, 2020**

| CUSIP                   | Investment # | Issuer                        | Purchase Date | Book Value    | Par Value     | Market Value  | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|-------------------------|--------------|-------------------------------|---------------|---------------|---------------|---------------|--------------|---------|---------|--------------------------------|
| <b>Investment Pools</b> |              |                               |               |               |               |               |              |         |         |                                |
| 88888882                | 10146        | TexSTAR Investment Pool       | 08/20/2019    | 81,996,011.27 | 81,996,011.27 | 81,996,011.27 | 0.068        | 0.066   | 0.067   | 1                              |
|                         |              | Subtotal and Average          |               | 81,996,011.27 | 81,996,011.27 | 81,996,011.27 |              | 0.067   | 0.068   | 1                              |
|                         |              | Total Investments and Average |               | 81,996,011.27 | 81,996,011.27 | 81,996,011.27 |              | 0.067   | 0.068   | 1                              |

**Fund BLD20 - Building Fund-2020**  
**Investments by Fund**  
**December 31, 2020**

| CUSIP                   | Investment # | Issuer                        | Purchase Date | Book Value    | Par Value     | Market Value  | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|-------------------------|--------------|-------------------------------|---------------|---------------|---------------|---------------|--------------|---------|---------|--------------------------------|
| <b>Investment Pools</b> |              |                               |               |               |               |               |              |         |         |                                |
| 888888883               | 10147        | TexPool Investment Pool       | 08/20/2020    | 50,023,393.04 | 50,023,393.04 | 50,023,393.04 | 0.091        | 0.089   | 0.090   | 1                              |
|                         |              | Subtotal and Average          |               | 50,023,393.04 | 50,023,393.04 | 50,023,393.04 |              | 0.090   | 0.091   | 1                              |
|                         |              | Total Investments and Average |               | 50,023,393.04 | 50,023,393.04 | 50,023,393.04 |              | 0.090   | 0.091   | 1                              |

Fund BLD97 - Building Fund-1997  
Investments by Fund  
December 31, 2020

| CUSIP    | Investment # | Issuer                        | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|----------|--------------|-------------------------------|---------------|------------|-----------|--------------|--------------|---------|---------|--------------------------------|
| 88888881 | 10010        | Government Overnight Fund     | 09/01/2008    | 0.00       | 0.00      | 0.00         |              |         |         | 1                              |
|          |              | Subtotal and Average          |               | 0.00       | 0.00      | 0.00         |              | 0.000   | 0.000   | 0                              |
|          |              | Total Investments and Average |               | 0.00       | 0.00      | 0.00         |              | 0.000   | 0.000   | 0                              |

**Fund BLD99 - Building Fund-1999**  
**Investments by Fund**  
**December 31, 2020**

| CUSIP                   | Investment # | Issuer                        | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|-------------------------|--------------|-------------------------------|---------------|------------|-----------|--------------|--------------|---------|---------|--------------------------------|
| <b>Investment Pools</b> |              |                               |               |            |           |              |              |         |         |                                |
| 888888883               | 10122        | TexPool Investment Pool       | 01/29/2014    | 0.00       | 0.00      | 0.00         | 2.381        | 2.348   | 2.381   | 1                              |
|                         |              | Subtotal and Average          |               | 0.00       | 0.00      | 0.00         | 0.000        | 0.000   | 0.000   | 0                              |
|                         |              | Total Investments and Average |               | 0.00       | 0.00      | 0.00         | 0.000        | 0.000   | 0.000   | 0                              |

**Fund CN - Child Nutrition  
Investments by Fund  
December 31, 2020**

| CUSIP                   | Investment # | Issuer                               | Purchase Date | Book Value          | Par Value           | Market Value        | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|-------------------------|--------------|--------------------------------------|---------------|---------------------|---------------------|---------------------|--------------|--------------|--------------|--------------------------------|
| <b>Frost Bank</b>       |              |                                      |               |                     |                     |                     |              |              |              |                                |
| 5769                    | 10141        | Frost Bk Public Fund Checking        | 07/01/2020    | 14,294.48           | 14,294.48           | 14,294.48           |              |              |              | 1                              |
|                         |              | <b>Subtotal and Average</b>          |               | <b>14,294.48</b>    | <b>14,294.48</b>    | <b>14,294.48</b>    | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> | <b>1</b>                       |
| <b>Investment Pools</b> |              |                                      |               |                     |                     |                     |              |              |              |                                |
| 888888881               | 10145        | Government Overnight Fund            | 08/02/2019    | 2,236,032.65        | 2,236,032.65        | 2,236,032.65        | 0.070        | 0.069        | 0.070        | 1                              |
|                         |              | <b>Subtotal and Average</b>          |               | <b>2,236,032.65</b> | <b>2,236,032.65</b> | <b>2,236,032.65</b> | <b>0.069</b> | <b>0.069</b> | <b>0.070</b> | <b>1</b>                       |
|                         |              | <b>Total Investments and Average</b> |               | <b>2,250,327.13</b> | <b>2,250,327.13</b> | <b>2,250,327.13</b> | <b>0.069</b> | <b>0.069</b> | <b>0.070</b> | <b>1</b>                       |

**Fund DEBTSVC - Debt Service  
Investments by Fund  
December 31, 2020**

| CUSIP                     | Investment # | Issuer                               | Purchase Date | Book Value           | Par Value            | Market Value         | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date | Maturity     |
|---------------------------|--------------|--------------------------------------|---------------|----------------------|----------------------|----------------------|--------------|--------------|--------------|-----------------------|--------------|
| <b>Investment Pools</b>   |              |                                      |               |                      |                      |                      |              |              |              |                       |              |
| 888888881                 | 10008        | Government Overnight Fund            | 09/01/2008    | 28,899,922.41        | 28,899,922.41        | 28,899,922.41        | 0.070        | 0.069        | 0.070        |                       | 1            |
| 888888883                 | 10115        | TexPool Investment Pool              | 12/04/2012    | 24,598,033.48        | 24,598,033.48        | 24,598,033.48        | 0.091        | 0.089        | 0.090        |                       | 1            |
|                           |              | <b>Subtotal and Average</b>          |               | <b>53,497,955.89</b> | <b>53,497,955.89</b> | <b>53,497,955.89</b> |              | <b>0.079</b> | <b>0.080</b> |                       | <b>1</b>     |
| <b>Money Market Funds</b> |              |                                      |               |                      |                      |                      |              |              |              |                       |              |
| XXXX8048G                 | 10132        | JPMorgan US Gov Cap (OGVXX)          | 09/16/2016    | 10,507,365.72        | 10,507,365.72        | 10,507,365.72        | 0.030        | 0.029        | 0.030        |                       | 1            |
|                           |              | <b>Subtotal and Average</b>          |               | <b>10,507,365.72</b> | <b>10,507,365.72</b> | <b>10,507,365.72</b> |              | <b>0.030</b> | <b>0.030</b> |                       | <b>1</b>     |
| <b>Deutsche Bank Flex</b> |              |                                      |               |                      |                      |                      |              |              |              |                       |              |
| 7290A                     | 10135        | Deutsche Bank Flex                   | 08/15/2012    | 28,758,525.05        | 28,758,525.05        | 28,758,525.05        | 2.800        | 2.761        | 2.800        | 08/15/2028            | 2,783        |
|                           |              | <b>Subtotal and Average</b>          |               | <b>28,758,525.05</b> | <b>28,758,525.05</b> | <b>28,758,525.05</b> |              | <b>2.762</b> | <b>2.800</b> |                       | <b>2,783</b> |
|                           |              | <b>Total Investments and Average</b> |               | <b>92,763,846.66</b> | <b>92,763,846.66</b> | <b>92,763,846.66</b> |              | <b>0.905</b> | <b>0.917</b> |                       | <b>863</b>   |

**Fund EDITR - Edison Endowment  
Investments by Fund  
December 31, 2020**

| CUSIP                   | Investment # | Issuer                        | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|-------------------------|--------------|-------------------------------|---------------|------------|-----------|--------------|--------------|---------|---------|--------------------------------|
| <b>Investment Pools</b> |              |                               |               |            |           |              |              |         |         |                                |
| 888888883               | 10023        | TexPool Investment Pool       | 09/01/2008    | 1,947.41   | 1,947.41  | 1,947.41     | 0.091        | 0.089   | 0.090   | 1                              |
|                         |              | Subtotal and Average          |               | 1,947.41   | 1,947.41  | 1,947.41     |              | 0.090   | 0.091   | 1                              |
|                         |              | Total Investments and Average |               | 1,947.41   | 1,947.41  | 1,947.41     |              | 0.090   | 0.091   | 1                              |

**Fund GENERAL - General Disbursement**  
**Investments by Fund**  
**December 31, 2020**

| CUSIP                     | Investment # | Issuer                               | Purchase Date | Book Value            | Par Value             | Market Value          | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|---------------------------|--------------|--------------------------------------|---------------|-----------------------|-----------------------|-----------------------|--------------|--------------|--------------|--------------------------------|
| <b>Frost Bank</b>         |              |                                      |               |                       |                       |                       |              |              |              |                                |
| 5777                      | 10137        | Frost Bk Public Fund Checking        | 07/01/2020    | 7,647,794.83          | 7,647,794.83          | 7,647,794.83          |              |              |              | 1                              |
|                           |              | <b>Subtotal and Average</b>          |               | <b>7,647,794.83</b>   | <b>7,647,794.83</b>   | <b>7,647,794.83</b>   | <b>0.000</b> | <b>0.000</b> | <b>0.000</b> | <b>1</b>                       |
| <b>Investment Pools</b>   |              |                                      |               |                       |                       |                       |              |              |              |                                |
| 888888881                 | 10009        | Government Overnight Fund            | 09/01/2008    | 44,242,954.90         | 44,242,954.90         | 44,242,954.90         | 0.070        | 0.069        | 0.070        | 1                              |
| 888888883                 | 10019        | TexPool Investment Pool              | 09/01/2008    | 42,523,184.59         | 42,523,184.59         | 42,523,184.59         | 0.091        | 0.089        | 0.090        | 1                              |
| 888888882                 | 10012        | TexSTAR Investment Pool              | 09/01/2008    | 31,090,364.78         | 31,090,364.78         | 31,090,364.78         | 0.068        | 0.066        | 0.067        | 1                              |
|                           |              | <b>Subtotal and Average</b>          |               | <b>117,856,504.27</b> | <b>117,856,504.27</b> | <b>117,856,504.27</b> | <b>0.076</b> | <b>0.076</b> | <b>0.077</b> | <b>1</b>                       |
| <b>Money Market Funds</b> |              |                                      |               |                       |                       |                       |              |              |              |                                |
| XXXX80901                 | 10133        | JPMorgan US Gov Cap (OGVXX)          | 09/16/2016    | 11,014,382.42         | 11,014,382.42         | 11,014,382.42         | 0.030        | 0.029        | 0.030        | 1                              |
|                           |              | <b>Subtotal and Average</b>          |               | <b>11,014,382.42</b>  | <b>11,014,382.42</b>  | <b>11,014,382.42</b>  | <b>0.030</b> | <b>0.030</b> | <b>0.030</b> | <b>1</b>                       |
|                           |              | <b>Total Investments and Average</b> |               | <b>136,518,681.52</b> | <b>136,518,681.52</b> | <b>136,518,681.52</b> | <b>0.068</b> | <b>0.068</b> | <b>0.069</b> | <b>1</b>                       |

**Fund HPC - Historic Preservation Corp**  
**Investments by Fund**  
**December 31, 2020**

| CUSIP              | Investment # | Issuer                        | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|--------------------|--------------|-------------------------------|---------------|------------|-----------|--------------|--------------|---------|---------|--------------------------------|
| Frost Bank<br>9808 | 10148        | Frost Bk Public Fund Checking | 07/01/2020    | 0.40       | 0.40      | 0.40         | 0.010        | 0.009   | 0.010   | 1                              |
|                    |              | Subtotal and Average          |               | 0.40       | 0.40      | 0.40         | 0.010        | 0.010   | 0.010   | 1                              |
|                    |              | Total Investments and Average |               | 0.40       | 0.40      | 0.40         | 0.010        | 0.010   | 0.010   | 1                              |

**Fund SFI - Self-Funded Insurance  
Investments by Fund  
December 31, 2020**

| CUSIP                   | Investment # | Issuer                               | Purchase Date | Book Value          | Par Value           | Market Value        | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|-------------------------|--------------|--------------------------------------|---------------|---------------------|---------------------|---------------------|--------------|--------------|--------------|--------------------------------|
| <b>Frost Bank</b>       |              |                                      |               |                     |                     |                     |              |              |              |                                |
| 5742                    | 10142        | Frost Bk Public Fund Checking        | 07/01/2020    | 607,605.80          | 607,605.80          | 607,605.80          |              | 0.000        | 0.000        | 1                              |
|                         |              | <b>Subtotal and Average</b>          |               | <b>607,605.80</b>   | <b>607,605.80</b>   | <b>607,605.80</b>   |              | <b>0.000</b> | <b>0.000</b> | <b>1</b>                       |
| <b>Investment Pools</b> |              |                                      |               |                     |                     |                     |              |              |              |                                |
| 88888885                | 10138        | Corporate Overnight                  | 11/16/2017    | 0.00                | 0.00                | 0.00                |              |              |              | 1                              |
| 88888881                | 10144        | Government Overnight Fund            | 10/24/2018    | 5,997,998.37        | 5,997,998.37        | 5,997,998.37        | 0.070        | 0.069        | 0.070        | 1                              |
|                         |              | <b>Subtotal and Average</b>          |               | <b>5,997,998.37</b> | <b>5,997,998.37</b> | <b>5,997,998.37</b> |              | <b>0.069</b> | <b>0.070</b> | <b>1</b>                       |
|                         |              | <b>Total Investments and Average</b> |               | <b>6,605,604.17</b> | <b>6,605,604.17</b> | <b>6,605,604.17</b> |              | <b>0.063</b> | <b>0.064</b> | <b>1</b>                       |

**Fund SLATR - Slayden Trust  
Investments by Fund  
December 31, 2020**

| CUSIP                   | Investment # | Issuer                  | Purchase Date                 | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|-------------------------|--------------|-------------------------|-------------------------------|------------|-----------|--------------|--------------|---------|---------|--------------------------------|
| <b>Investment Pools</b> |              |                         |                               |            |           |              |              |         |         |                                |
| 888888883               | 10020        | TexPool Investment Pool | 09/01/2008                    | 4,242.91   | 4,242.91  | 4,242.91     | 0.091        | 0.089   | 0.090   | 1                              |
|                         |              |                         | Subtotal and Average          | 4,242.91   | 4,242.91  | 4,242.91     |              | 0.090   | 0.091   | 1                              |
|                         |              |                         | Total Investments and Average | 4,242.91   | 4,242.91  | 4,242.91     |              | 0.090   | 0.091   | 1                              |

**Fund STUDENT - Student Activity**  
**Investments by Fund**  
**December 31, 2020**

| CUSIP                   | Investment # | Issuer                               | Purchase Date | Book Value          | Par Value           | Market Value        | Current Rate | YTM 360      | YTM 365      | Maturity Days To Date Maturity |
|-------------------------|--------------|--------------------------------------|---------------|---------------------|---------------------|---------------------|--------------|--------------|--------------|--------------------------------|
| <b>Investment Pools</b> |              |                                      |               |                     |                     |                     |              |              |              |                                |
| 888888883               | 10114        | TexPool Investment Pool              | 11/30/2012    | 2,718,368.75        | 2,718,368.75        | 2,718,368.75        | 0.091        | 0.089        | 0.090        | 1                              |
|                         |              | <b>Subtotal and Average</b>          |               | <b>2,718,368.75</b> | <b>2,718,368.75</b> | <b>2,718,368.75</b> | <b>0.090</b> | <b>0.090</b> | <b>0.091</b> | <b>1</b>                       |
|                         |              | <b>Total Investments and Average</b> |               | <b>2,718,368.75</b> | <b>2,718,368.75</b> | <b>2,718,368.75</b> | <b>0.090</b> | <b>0.090</b> | <b>0.091</b> | <b>1</b>                       |

**Fund TECP - TECP  
Investments by Fund  
December 31, 2020**

| CUSIP                     | Investment # | Issuer                        | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|---------------------------|--------------|-------------------------------|---------------|------------|-----------|--------------|--------------|---------|---------|--------------------------------|
| <b>Money Market Funds</b> |              |                               |               |            |           |              |              |         |         |                                |
| XXXX3389B                 | 10134        | JPMorgan US Gov Cap (OGVXX)   | 09/16/2016    | 12,581.15  | 12,581.15 | 12,581.15    | 0.030        | 0.029   | 0.030   | 1                              |
|                           |              | Subtotal and Average          |               | 12,581.15  | 12,581.15 | 12,581.15    | 0.030        | 0.030   | 0.030   | 1                              |
|                           |              | Total Investments and Average |               | 12,581.15  | 12,581.15 | 12,581.15    | 0.030        | 0.030   | 0.030   | 1                              |



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Austin, TX 78746

**San Antonio I.S.D.  
Texas Compliance Change in Val Report  
Sorted by Fund**

**October 1, 2020 - December 31, 2020**

| Inv #   | Issuer | Par Value     | Fund   | YTM   | Purch Date | Mat Date | Interest Received | Interest Accrual | Beginning Book Value | Beginning Market Value | Purchases/ Additions | Redemptions   | Change in Value | Ending Book Value | Ending Market Value |
|---|--------|---------------|--------|-------|------------|----------|-------------------|------------------|----------------------|------------------------|----------------------|---------------|-----------------|-------------------|---------------------|
| <b>Fund: Building Fund - QSCB</b>                 |        |               |        |       |            |          |                   |                  |                      |                        |                      |               |                 |                   |                     |
| 10131   | JPMGOV | 5,299.67      | BFOSCB | 0.030 | 09/16/2016 | / /      | 0.24              | 0.26             | 5,299.41             | 5,299.41               | 0.26                 | 0.00          | 0.26            | 5,299.67          | 5,299.67            |
| XXXX9324C   |        |               |        |       |            |          |                   |                  | 5,299.41             | 5,299.41               | 0.26                 | 0.00          | 0.26            | 5,299.67          | 5,299.67            |
| <b>Sub Totals For: Fund: Building Fund - QSCB</b> |        |               |        |       |            |          |                   |                  |                      |                        |                      |               |                 |                   |                     |
|   |        |               |        |       |            |          | 0.24              | 0.26             | 5,299.41             | 5,299.41               | 0.26                 | 0.00          | 0.26            | 5,299.67          | 5,299.67            |
| <b>Fund: Building Fund-2000</b>                   |        |               |        |       |            |          |                   |                  |                      |                        |                      |               |                 |                   |                     |
| 10015   | TXSTAR |               | BLD00  |       | 09/01/2008 |          | 0.00              | 0.00             | 0.00                 | 0.00                   | 0.00                 | 0.00          | 0.00            | 0.00              | 0.00                |
| 888888882   |        | 0.00          | 0.000  |       | / /        |          | 0.00              | 0.00             | 0.00                 | 0.00                   | 0.00                 | 0.00          | 0.00            | 0.00              | 0.00                |
| <b>Sub Totals For: Fund: Building Fund-2000</b>   |        |               |        |       |            |          |                   |                  |                      |                        |                      |               |                 |                   |                     |
|   |        |               |        |       |            |          | 0.00              | 0.00             | 0.00                 | 0.00                   | 0.00                 | 0.00          | 0.00            | 0.00              | 0.00                |
| <b>Fund: Building Fund-2001</b>                   |        |               |        |       |            |          |                   |                  |                      |                        |                      |               |                 |                   |                     |
| 10011   | LSGO   |               | BLD01  |       | 09/01/2008 |          | 0.00              | 0.00             | 0.00                 | 0.00                   | 0.00                 | 0.00          | 0.00            | 0.00              | 0.00                |
| 888888881   |        | 0.00          | 0.000  |       | / /        |          | 0.00              | 0.00             | 0.00                 | 0.00                   | 0.00                 | 0.00          | 0.00            | 0.00              | 0.00                |
| <b>Sub Totals For: Fund: Building Fund-2001</b>   |        |               |        |       |            |          |                   |                  |                      |                        |                      |               |                 |                   |                     |
|   |        |               |        |       |            |          | 0.00              | 0.00             | 0.00                 | 0.00                   | 0.00                 | 0.00          | 0.00            | 0.00              | 0.00                |
| <b>Fund: Building Fund-2018</b>                   |        |               |        |       |            |          |                   |                  |                      |                        |                      |               |                 |                   |                     |
| 10143   | TXDALY |               | BLD18  |       | 07/25/2018 |          | 1,019.38          | 1,019.38         | 4,130,885.01         | 4,130,885.01           | 1,019.38             | 675,627.60    | -674,608.22     | 3,456,276.79      | 3,456,276.79        |
| 1285-02   |        | 3,456,276.79  | 0.090  |       | / /        |          | 1,019.38          | 1,019.38         | 4,130,885.01         | 4,130,885.01           | 1,019.38             | 675,627.60    | -674,608.22     | 3,456,276.79      | 3,456,276.79        |
| <b>Sub Totals For: Fund: Building Fund-2018</b>   |        |               |        |       |            |          |                   |                  |                      |                        |                      |               |                 |                   |                     |
|   |        |               |        |       |            |          | 1,019.38          | 1,019.38         | 4,130,885.01         | 4,130,885.01           | 1,019.38             | 675,627.60    | -674,608.22     | 3,456,276.79      | 3,456,276.79        |
| <b>Fund: Building Fund-2019</b>                   |        |               |        |       |            |          |                   |                  |                      |                        |                      |               |                 |                   |                     |
| 10146   | TXSTAR |               | BLD19  |       | 08/20/2019 |          | 22,878.38         | 22,878.38        | 114,779,952.07       | 114,779,952.07         | 1,808,318.95         | 34,592,259.75 | -32,783,940.80  | 81,996,011.27     | 81,996,011.27       |
| 888888882   |        | 81,996,011.27 | 0.067  |       | / /        |          | 22,878.38         | 22,878.38        | 114,779,952.07       | 114,779,952.07         | 1,808,318.95         | 34,592,259.75 | -32,783,940.80  | 81,996,011.27     | 81,996,011.27       |

San Antonio I.S.D.  
Texas Compliance Change in Val Report  
October 1, 2020 - December 31, 2020

| Inv #   | Issuer        | Fund    | Purch Date | Interest Accrual  | Beginning Book Value | Purchases/ Additions | Redemptions   | Change in Value | Ending Book Value |
|---|---------------|---------|------------|-------------------|----------------------|----------------------|---------------|-----------------|-------------------|
| Cusip   | Par Value     | YTM     | Mat Date   | Interest Received | Market Value         |                      |               |                 | Market Value      |
| <b>Fund: Building Fund-2020</b>                 |               |         |            |                   |                      |                      |               |                 |                   |
| <b>Sub Totals For: Fund: Building Fund-2019</b> |               |         |            |                   |                      |                      |               |                 |                   |
|   |               |         |            | 22,878.38         | 114,779,952.07       | 1,808,318.95         | 34,592,259.75 | -32,783,940.80  | 81,996,011.27     |
|   |               |         |            | 22,878.38         | 114,779,952.07       | 1,808,318.95         | 34,592,259.75 | -32,783,940.80  | 81,996,011.27     |
| 10147   | TXPOOL        | BLD20   | 08/20/2020 | 14,590.24         | 50,008,802.80        | 14,590.24            | 0.00          | 14,590.24       | 50,023,393.04     |
| 888888883                                       | 50,023,393.04 | 0.090   | / /        | 14,590.24         | 50,008,802.80        | 14,590.24            | 0.00          | 14,590.24       | 50,023,393.04     |
| <b>Sub Totals For: Fund: Building Fund-2020</b> |               |         |            |                   |                      |                      |               |                 |                   |
|   |               |         |            | 14,590.24         | 50,008,802.80        | 14,590.24            | 0.00          | 14,590.24       | 50,023,393.04     |
|   |               |         |            | 14,590.24         | 50,008,802.80        | 14,590.24            | 0.00          | 14,590.24       | 50,023,393.04     |
| <b>Fund: Building Fund-1997</b>                 |               |         |            |                   |                      |                      |               |                 |                   |
| 10010   | LSGO          | BLD97   | 09/01/2008 | 0.00              | 0.00                 | 0.00                 | 0.00          | 0.00            | 0.00              |
| 888888881                                       | 0.00          | 0.000   | / /        | 0.00              | 0.00                 | 0.00                 | 0.00          | 0.00            | 0.00              |
| <b>Sub Totals For: Fund: Building Fund-1997</b> |               |         |            |                   |                      |                      |               |                 |                   |
|   |               |         |            | 0.00              | 0.00                 | 0.00                 | 0.00          | 0.00            | 0.00              |
|   |               |         |            | 0.00              | 0.00                 | 0.00                 | 0.00          | 0.00            | 0.00              |
| <b>Fund: Building Fund-1999</b>                 |               |         |            |                   |                      |                      |               |                 |                   |
| 10122   | TXPOOL        | BLD99   | 01/29/2014 | 0.00              | 0.00                 | 0.00                 | 0.00          | 0.00            | 0.00              |
| 888888883                                       | 0.00          | 0.000   | / /        | 0.00              | 0.00                 | 0.00                 | 0.00          | 0.00            | 0.00              |
| <b>Sub Totals For: Fund: Building Fund-1999</b> |               |         |            |                   |                      |                      |               |                 |                   |
|   |               |         |            | 0.00              | 0.00                 | 0.00                 | 0.00          | 0.00            | 0.00              |
|   |               |         |            | 0.00              | 0.00                 | 0.00                 | 0.00          | 0.00            | 0.00              |
| <b>Fund: Child Nutrition</b>                    |               |         |            |                   |                      |                      |               |                 |                   |
| 10141   | FBPFC         | CN      | 07/01/2020 | 0.00              | 72,076.50            | 12,152,891.41        | 12,210,673.43 | -57,782.02      | 14,294.48         |
| 5769  | 14,294.48     | 0.000   | / /        | 0.00              | 72,076.50            | 12,152,891.41        | 12,210,673.43 | -57,782.02      | 14,294.48         |
| 10145   | LSGO          | CN      | 08/02/2019 | 1,003.93          | 7,824,914.58         | 2,415,985.79         | 8,004,867.72  | -5,588,881.93   | 2,236,032.65      |
| 888888881                                       | 2,236,032.65  | 0.070   | / /        | 1,003.93          | 7,824,914.58         | 2,415,985.79         | 8,004,867.72  | -5,588,881.93   | 2,236,032.65      |
| <b>Sub Totals For: Fund: Child Nutrition</b>    |               |         |            |                   |                      |                      |               |                 |                   |
|   |               |         |            | 1,003.93          | 7,896,991.08         | 14,568,877.20        | 20,215,541.15 | -5,646,663.95   | 2,250,327.13      |
|   |               |         |            | 1,003.93          | 7,896,991.08         | 14,568,877.20        | 20,215,541.15 | -5,646,663.95   | 2,250,327.13      |
| <b>Fund: Debt Service</b>                       |               |         |            |                   |                      |                      |               |                 |                   |
| 10008   | LSGO          | DEBTSVC | 09/01/2008 | 3,693.34          | 13,916,170.93        | 14,983,751.48        | 0.00          | 14,983,751.48   | 28,899,922.41     |
| 888888881                                       | 28,899,922.41 | 0.070   | / /        | 3,693.34          | 13,916,170.93        | 14,983,751.48        | 0.00          | 14,983,751.48   | 28,899,922.41     |

Portfolio SASD

| Inv #                                     | Issuer        | Fund    | Purch Date | Interest Accrued  | Beginning Book Value | Ending Book Value |
|---|---------------|---------|------------|-------------------|----------------------|-------------------|
| Cusip                                     | Par Value     | YTM     | Mat Date   | Interest Received | Market Value         | Market Value      |
| 10115                                     | TXPOOL        | DEBTSVC | 12/04/2012 | 5,370.22          | 16,294,587.86        | 24,598,033.48     |
| 888888883                                 | 24,598,033.48 | 0.090   | / /        | 5,370.22          | 16,294,587.86        | 24,598,033.48     |
| 10132                                     | JPMGOV        | DEBTSVC | 09/16/2016 | 481.89            | 10,506,848.99        | 10,507,365.72     |
| XXXX8048G                                 | 10,507,365.72 | 0.030   | / /        | 516.73            | 10,506,848.99        | 10,507,365.72     |
| 10135                                     | DBF           | DEBTSVC | 08/15/2012 | 202,964.27        | 28,758,525.05        | 28,758,525.05     |
| 7290A                                     | 28,758,525.05 | 2.800   | 08/15/2028 | 0.00              | 28,758,525.05        | 28,758,525.05     |
| <b>Sub Totals For: Fund: Debt Service</b> |               |         |            |                   |                      |                   |
|   |               |         |            | 212,509.72        | 69,476,132.83        | 92,763,846.66     |
|   |               |         |            | 9,580.29          | 69,476,132.83        | 92,763,846.66     |

**Fund: Edison Endowment**

|   |          |       |            |      |          |          |
|---|----------|-------|------------|------|----------|----------|
| 10023   | TXPOOL   | EDITR | 09/01/2008 | 0.71 | 1,946.70 | 1,947.41 |
| 888888883                                     | 1,947.41 | 0.090 | / /        | 0.71 | 1,946.70 | 1,947.41 |
| <b>Sub Totals For: Fund: Edison Endowment</b> |          |       |            |      |          |          |
|   |          |       |            | 0.71 | 1,946.70 | 1,947.41 |
|   |          |       |            | 0.71 | 1,946.70 | 1,947.41 |

**Fund: General Disbursement**

|   |               |         |            |           |               |                |
|---|---------------|---------|------------|-----------|---------------|----------------|
| 10009   | LSGO          | GENERAL | 09/01/2008 | 3,732.45  | 15,453,781.88 | 44,242,954.90  |
| 888888881   | 44,242,954.90 | 0.070   | / /        | 3,732.45  | 15,453,781.88 | 44,242,954.90  |
| 10012   | TXSTAR        | GENERAL | 09/01/2008 | 3,710.91  | 14,086,653.87 | 31,090,364.78  |
| 888888882   | 31,090,364.78 | 0.067   | / /        | 3,710.91  | 14,086,653.87 | 31,090,364.78  |
| 10019   | TXPOOL        | GENERAL | 09/01/2008 | 5,246.05  | 14,017,938.54 | 42,523,184.59  |
| 888888883   | 42,523,184.59 | 0.090   | / /        | 5,246.05  | 14,017,938.54 | 42,523,184.59  |
| 10133   | JPMGOV        | GENERAL | 09/16/2016 | 505.13    | 11,013,756.60 | 11,014,382.42  |
| XXXX8090I   | 11,014,382.42 | 0.030   | / /        | 625.82    | 11,013,756.60 | 11,014,382.42  |
| 10137   | FBPFC         | GENERAL | 07/01/2020 | 0.00      | 6,578,366.27  | 7,647,794.83   |
| 5777  | 7,647,794.83  | 0.000   | / /        | 0.00      | 6,578,366.27  | 7,647,794.83   |
| <b>Sub Totals For: Fund: General Disbursement</b> |               |         |            |           |               |                |
|   |               |         |            | 13,194.54 | 61,150,497.16 | 136,518,681.52 |
|   |               |         |            | 13,315.23 | 61,150,497.16 | 136,518,681.52 |

**Fund: Historic Preservation**

|  |  |  |  |      |      |      |
|--|--|--|--|------|------|------|
| <b>Sub Totals For: Fund: Historic Preservation</b> |  |  |  |      |      |      |
|  |  |  |  | 0.00 | 0.00 | 0.00 |

San Antonio I.S.D.  
Texas Compliance Change in Val Report  
October 1, 2020 - December 31, 2020

| Inv #   | Issuer       | Fund    | Purch Date | Interest Accrued  | Beginning Book Value | Purchases/ Additions | Redemptions   | Change in Value | Ending Book Value |
|---|--------------|---------|------------|-------------------|----------------------|----------------------|---------------|-----------------|-------------------|
| Cusip   | Par Value    | YTM     | Mat Date   | Interest Received | Market Value         |                      |               |                 | Market Value      |
| 10148   | FBPFC        | HPC     | 07/01/2020 | 27.18             | 1,785,413.79         | 67.13                | 1,785,440.57  | -1,785,413.39   | 0.40              |
| 9808  | 0.40         | 0.010   | / /        | 39.95             | 1,785,413.79         | 67.13                | 1,785,440.57  | -1,785,413.39   | 0.40              |
| <b>Sub Totals For: Fund: Historic Preservatio</b> |              |         |            |                   |                      |                      |               |                 |                   |
|   |              |         |            | 27.18             | 1,785,413.79         | 67.13                | 1,785,440.57  | -1,785,413.39   | 0.40              |
|   |              |         |            | 39.95             | 1,785,413.79         | 67.13                | 1,785,440.57  | -1,785,413.39   | 0.40              |
| <b>Fund: Self-Funded Insuranc</b>                 |              |         |            |                   |                      |                      |               |                 |                   |
| 10138   | LSCO         | SFI     | 11/16/2017 | 0.00              | 0.00                 | 0.00                 | 0.00          | 0.00            | 0.00              |
| 888888885   | 0.00         | 0.000   | / /        | 0.00              | 0.00                 | 0.00                 | 0.00          | 0.00            | 0.00              |
| 10142   | FBPFC        | SFI     | 07/01/2020 | 0.00              | 800,000.00           | 26,241,300.05        | 26,433,694.25 | -192,394.20     | 607,605.80        |
| 5742  | 607,605.80   | 0.000   | / /        | 0.00              | 800,000.00           | 26,241,300.05        | 26,433,694.25 | -192,394.20     | 607,605.80        |
| 10144   | LSGO         | SFI     | 10/24/2018 | 904.48            | 5,228,423.18         | 13,485,903.22        | 12,716,328.03 | 769,575.19      | 5,997,998.37      |
| 888888881   | 5,997,998.37 | 0.070   | / /        | 904.48            | 5,228,423.18         | 13,485,903.22        | 12,716,328.03 | 769,575.19      | 5,997,998.37      |
| <b>Sub Totals For: Fund: Self-Funded Insuranc</b> |              |         |            |                   |                      |                      |               |                 |                   |
|   |              |         |            | 904.48            | 6,028,423.18         | 39,727,203.27        | 39,150,022.28 | 577,180.99      | 6,605,604.17      |
|   |              |         |            | 904.48            | 6,028,423.18         | 39,727,203.27        | 39,150,022.28 | 577,180.99      | 6,605,604.17      |
| <b>Fund: Slayden Trust</b>                        |              |         |            |                   |                      |                      |               |                 |                   |
| 10020   | TXPOOL       | SLATR   | 09/01/2008 | 1.29              | 4,241.62             | 1.29                 | 0.00          | 1.29            | 4,242.91          |
| 888888883   | 4,242.91     | 0.090   | / /        | 1.29              | 4,241.62             | 1.29                 | 0.00          | 1.29            | 4,242.91          |
| <b>Sub Totals For: Fund: Slayden Trust</b>        |              |         |            |                   |                      |                      |               |                 |                   |
|   |              |         |            | 1.29              | 4,241.62             | 1.29                 | 0.00          | 1.29            | 4,242.91          |
|   |              |         |            | 1.29              | 4,241.62             | 1.29                 | 0.00          | 1.29            | 4,242.91          |
| <b>Fund: Student Activity</b>                     |              |         |            |                   |                      |                      |               |                 |                   |
| 10114   | TXPOOL       | STUDENT | 11/30/2012 | 792.91            | 2,717,575.84         | 792.91               | 0.00          | 792.91          | 2,718,368.75      |
| 888888883   | 2,718,368.75 | 0.090   | / /        | 792.91            | 2,717,575.84         | 792.91               | 0.00          | 792.91          | 2,718,368.75      |
| <b>Sub Totals For: Fund: Student Activity</b>     |              |         |            |                   |                      |                      |               |                 |                   |
|   |              |         |            | 792.91            | 2,717,575.84         | 792.91               | 0.00          | 792.91          | 2,718,368.75      |
|   |              |         |            | 792.91            | 2,717,575.84         | 792.91               | 0.00          | 792.91          | 2,718,368.75      |
| <b>Fund: TECP</b>                                 |              |         |            |                   |                      |                      |               |                 |                   |
| 10134   | JPMGOV       | TECP    | 09/16/2016 | 0.58              | 12,580.53            | 0.62                 | 0.00          | 0.62            | 12,581.15         |
| XXXX3389B   | 12,581.15    | 0.030   | / /        | 0.62              | 12,580.53            | 0.62                 | 0.00          | 0.62            | 12,581.15         |

San Antonio I.S.D.  
 Texas Compliance Change in Val Report  
 October 1, 2020 - December 31, 2020

| Inv #                             | Cusip | Issuer | Fund | YTM | Purch Date | Mat Date | Interest Received | Interest Accrued | Beginning Book Value | Beginning Market Value | Purchases/ Additions | Redemptions    | Change in Value | Ending Book Value | Ending Market Value |
|-----------------------------------|-------|--------|------|-----|------------|----------|-------------------|------------------|----------------------|------------------------|----------------------|----------------|-----------------|-------------------|---------------------|
|                                   |       |        |      |     |            |          | 0.58              |                  | 12,580.53            | 12,580.53              | 0.62                 | 0.00           | 0.62            | 12,581.15         | 12,581.15           |
|                                   |       |        |      |     |            |          | 0.62              |                  | 12,580.53            | 12,580.53              | 0.62                 | 0.00           | 0.62            | 12,581.15         | 12,581.15           |
| <b>Sub Totals For: Fund: TECP</b> |       |        |      |     |            |          |                   |                  |                      |                        |                      |                |                 |                   |                     |
|                                   |       |        |      |     |            |          | 266,923.58        |                  | 317,998,742.02       | 317,998,742.02         | 271,059,408.73       | 212,701,529.93 | 58,357,838.85   | 376,356,580.87    | 376,356,580.87      |
|                                   |       |        |      |     |            |          | 64,127.67         |                  | 317,998,742.02       | 317,998,742.02         | 271,059,408.73       | 212,701,529.93 | 58,357,838.85   | 376,356,580.87    | 376,356,580.87      |
| <b>Report Grand Totals:</b>       |       |        |      |     |            |          |                   |                  |                      |                        |                      |                |                 |                   |                     |

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of Request for Waiver of Penalty and Interest

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

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

**PRESENTER:**        Larry A. Garza

**MEETING DATE:**    March 16, 2021

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

Waiver of penalty and interest for the real property account, Tax Account 08107-007-0200, Deborah Lund.

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

The San Antonio Independent School District received the attached letters from Albert Uresti, Tax Assessor Collector for Bexar County, recommending Board approval to waive penalty and interest for the real property 08107-007-0200, Deborah Lund Texas Property Tax Code-Section 33.011, provides for the governing body to waive penalty and interest due to “an act or omission by an employee of the tax office or the Appraisal District”. The Bexar County Tax Assessor Collector has confirmed that such an error did occur on this account.

|               | Deborah Lund<br>08107-007-0200 |
|---------------|--------------------------------|
| Penalty       | \$131.91                       |
| Interest      | \$21.98                        |
| 33.07 Penalty | \$ 0.00                        |
| <b>Total</b>  | <b>\$153.89</b>                |

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

N/A

**IV. 2020 – 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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



**Albert Uresti, MPA, PCC**  
**Office of the Tax Assessor - Collector**

January 14, 2021

Sean Mullen  
Director, Cash & Treasury Management  
Financial Services  
San Antonio I.S.D  
141 Lavaca St.  
San Antonio, Texas 78210

Re: Waiver of Penalty and Interest on Tax Account: 08107-007-0200  
Year(s): 2019  
Owner(s): Deborah Lund  
Amount of Penalty Paid: \$131.91  
Amount of Interest Paid: \$21.98  
Amount of 33.07 Penalty Paid: \$0.00

Dear Mr. Mullen:

The above referenced property owner has requested for the waiver of penalty and interest under Section 33.011(j)(1) of the Texas Property Tax Code.

The Texas Property Tax Code permits governing bodies of taxing units to remove penalty and interest on a delinquent tax if an act or omission by the United States Postal Service (USPS) caused or contributed to the taxes becoming delinquent.

As referenced in the attached document, the USPS failed to provide pick-up and delivery services, which caused the property owner to miss the payment deadline. As a result, our office recommends penalty and interest be refunded unless we receive notice otherwise from the governing body.

Please notify our office within fifteen days of the receipt of this letter if the governing body of the San Antonio I.S.D agrees with this recommendation. If you have, any questions or concerns please feel free to call our office at (210) 335-6623.

Sincerely,

Albert Uresti, MPA, PCC  
Tax Assessor-Collector  
Bexar County

96 AU:CG/ki/rk  
Attachment: a/s

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Continuing Purchase of Electronic Whiteboards, Interactive Displays and Audio-visual Technology Equipment including Services

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

**REQUESTED BY:** Kenneth J. Thompson, Chief Technology Officer, Technology

**PRESENTER:**        Kenneth J. Thompson

**MEETING DATE:** March 16, 2021

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

The Board is requested to approve the continuing purchase of electronic whiteboards, projectors, digital and interactive displays, audio-visual technology equipment including installation services that campuses, sites and programs have planned or planning to purchase.

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

Resolve that the Board approve the purchases to provide equipment and services described above on an “as needed basis” for current and future SAISD Programs, Projects, classroom and upgraded purchases.

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

Company Name: Piraino Consulting Inc.

Address: 980 Runway Drive

City/State/Zip Conway, AR 72032

Phone No: (855) 635-9325 x1021

Point of Contact: Ryan Slater

E-mail Address: ryan@pirainoconsulting.com

Contract Number: TIPS 200904 – Minimum 5% Discount

Company Name: Troxell Communications

Address: 17361 Bell North Drive, Suite 105

City/State/Zip Schertz TX, 78154

Phone No: (210) 530-0531 x6313

Point of Contact: Andrew Luther

E-mail Address: andrew.luther@trox.com

Contract Number: TIPS 200904 – Minimum 5% Discount

Company Name: Digital Display Solutions, Inc.

Address: 12223 San Pedro Avenue

City/State/Zip San Antonio TX, 78216

Phone No: (210) 404-1233

Point of Contact: Roger Harbert  
E-mail Address: rharbert@ddsav.com  
Contract Number: TIPS 200904 – Minimum 5% Discount

Company Name: GAIN Innovation, LLC  
Address: 1320 Arrow Point Dr., Suite 501 #TW104  
City/State/Zip Cedar Park, TX 78613  
Point of Contact: Michael Hieber  
Phone No: 512.717.8322  
E-mail Address: mhieber@gain-i.com  
Contract Number: DIR-TSO-4389

Program Start Date: March 17, 2021 Program End Date: March 17, 2022

Contract Term: As Needed Basis for district purchases in support of programs and projects

Budget Code: Funding sources for purchases will vary based on budget setups provided per campus or department. Purchases will be based on an “As Needed Basis” of future SAISD projects, programs, classroom, and upgrades.

Approximate Total SAISD Cost: \$4,000,000 per year

**IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Texas Emissions Reduction Plan (TERP) Texas Clean Fleet Program (TCFP) Grant

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

**REQUESTED BY:** Willie Burroughs, Chief Operations Officer

**PRESENTER:** Nathan Graf, Senior Executive Director Transportation Department

**MEETING DATE:** March 16, 2021

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

The Board received a presentation on October 14, 2019 on the long-term plan to maintain an efficient and effective school bus fleet. The Texas Commission on Environmental Quality (TCEQ) awarded SAISD the Texas Emissions Reduction Plan (TERP) Grant in January 2021 to help purchase seven propane buses with 80 percent funding. This grant directly supports SAISD's long-term bus fleet plan.

The Board is requested to approve the Texas Clean Fleet Program grant contract with the Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas and grant for the purpose of providing financial assistance for the replacement and retrofitting of older heavy-duty diesel vehicles with new alternative fuel or hybrid vehicles as authorized by Texas Health and Safety Code Chapter 392. The buses associated with this contract will be purchased in FY 2021-2022.

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

Recommend board approve the Texas Clean Fleet Program grant contract with the Texas Commission on Environmental Quality (TCEQ).

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

N/A

### **IV. 2020 - 2021 DISTRICT GOAL/PRIORITIES (CHECK ALL THAT APPLY)**

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

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

**TEXAS CLEAN FLEET PROGRAM CONTRACT**

**CONTRACT SIGNATURE PAGE**

|                                     |   |
|-------------------------------------|---|
| Contract Name                       | <b>TEXAS CLEAN FLEET PROGRAM</b>        |
| Contract Number                     | 582-21-22567-CF                         |
| PERFORMING PARTY Name               | San Antonio Independent School District |
| PERFORMING PARTY I.D. Number        | 2020-06-0001-CF                         |
| Total Contract Amount Not To Exceed | \$493,450.72                            |

| <b>Contract Effective Date</b>   | <b>Purchase Expiration Date</b> | <b>Request for Reimbursement Deadline</b>                  | <b>Contract Expiration Date</b> |
|--|---------------------------------|--|---------------------------------|
| <b>The Effective Date of this Contract is the date of last signature</b> | <b>April 30, 2023</b>           | <b>Forty-five (45) days after Purchase Expiration Date</b> | <b>August 31, 2028</b>          |

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas and the named PERFORMING PARTY enter this Contract for the purpose of providing financial assistance for the replacement and retrofitting of equipment as authorized by Texas Health and Safety Code Chapter 392.

The Parties agree: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the PERFORMING PARTY; (b) the PERFORMING PARTY will conduct the Grant Activities required by the Contract; and (c) the TCEQ will reimburse authorized allowable costs in accordance with the Texas Uniform Grant Management Standards and the Contract.

| <b>Authorized Official</b> | <b>Texas Commission on Environmental Quality (TCEQ)</b> | <b>San Antonio Independent School District (PERFORMING PARTY)</b> |
|----------------------------|---|---|
| Printed Name:              | Tonya Baer  | Mr. Willie T. Burroughs   |
| Title:                     | Director, Office of Air                                 | Chief Operations Officer  |
| By (Authorized Signature): |   |   |
| Date of Signature:         |   |   |

**for**  
**TEXAS CLEAN FLEET PROGRAM (TCFP)**

**ARTICLE 1. DEFINITIONS**

Unless defined herein, terms in this Contract and Contract Documents will have the meanings provided in the Texas Uniform Grant Management Standards (UGMS). The following terms have the meanings indicated.

1.1 Activity Life - the time period used to determine the emissions reductions and cost effectiveness of the activity and the period during which Monitoring Reports are required, also referred to in the Contract as the Reporting Period. The start date of the Activity Life begins on the date the Texas Commission on Environmental Quality (TCEQ) accepts verification of the disposition of the equipment. The Activity Life end date is the earlier of either the fifth anniversary of the date of reimbursement of each individual activity or until the date the equipment has been in operation for 400,000 miles after the date of reimbursement for that vehicle. The TCEQ will notify the PERFORMING PARTY in writing of the Activity Life start and end dates for each Grant Activity.

1.2 Annual Usage - the annual miles, gallons, or hours achieved. The percentage of Annual Usage that occurs within the Eligible Counties is material to achieving the emissions reductions benefit supporting the grant award.

1.3 Application - the Application for a TCFP grant submitted by the PERFORMING PARTY including any amendments or supplemental conditions added to the Application. An Application may include one or more Supplemental Forms, which pertain to the individual activities to be conducted under the grant. The Application is used to develop the Scope of Work of this Contract. In case of conflict between the Application and Scope of Work, the Scope of Work will take precedence.

1.4 Authorized Official - the individual authorized to sign legal documents on behalf of the TCEQ and the PERFORMING PARTY, as designated in writing in the Contract.

1.5 Eligible Counties - the counties designated as affected counties in 386.001(2), Texas Health and Safety Code, and the additional counties included in a non-attainment area designated by the TCEQ. The TCEQ may designate a sub-set of these counties as eligible counties for each grant round. The eligible counties applicable to this contract are listed in the Request for Grant Applications (RFGA) for the TCFP and in the Application.

1.6 Equipment - means any on-road vehicle, piece of equipment, or engine that is being replaced or repowered through this Contract.

1.7 Final Completion - the TCEQ determines the final completion of the Grant Activities. This typically occurs upon the completion of the longest-running Activity Life of the Grant Activities under this Contract.

1.8 Global Positioning System (GPS) - a satellite-based, radio-positioning system that provides navigation and timing information to military and civilian users worldwide.

1.9 Grant Activity/Activities - activities the PERFORMING PARTY has agreed to perform under this Contract that are detailed in the Scope of Work.

1.10 Grant- means this Contract between the TCEQ and the PERFORMING PARTY, consisting of the documents listed in Article 5, Contract Documents. The term "Grant" shall be used interchangeably with "Agreement," "Contract," or "grant."

1.11 Grant Equipment - the equipment for which the cost of purchase is reimbursed by the TCEQ under the Contract. The term includes replacements for Grant Equipment which is lost, stolen, or irreparably damaged. The term "Grant Equipment" shall be used interchangeably with "equipment."

1.12 Heavy-duty Vehicle - A motor vehicle with a gross vehicle weight rating (GVWR) greater than 8,500 pounds and containing an engine certified to the United States Environmental Protection Agency's (EPA) heavy-duty engine standards.

1.13 Incremental Costs - the cost of an approved Grant Activity less a baseline cost that would otherwise be incurred by the PERFORMING PARTY in the normal course of business.

1.14 Light-duty Vehicle - A motor vehicle with a GVWR of less than 10,000 pounds and certified to the EPA's light-duty vehicle emission standards.

- 1.15 Minor Change - a written document which provides for minor changes in the work in accordance with these General Conditions, but which does not involve a change in the Contract Amount or the Contract Period.
- 1.16 Monitoring Report - periodic written reports required during the Activity Life of a grant project to verify compliance with the Annual Usage requirements of the Scope of Work.
- 1.17 NO<sub>x</sub> - oxides of nitrogen (NO<sub>x</sub>) are a class of pollutants formed when fuel is burned at a very high temperature (above 1200° F), such as in automobiles and power plants. For air pollution purposes, it is composed primarily of nitric oxide (NO), nitrogen dioxide (NO<sub>2</sub>), and other oxides of nitrogen. NO<sub>x</sub> plays a major role in the formation of ground-level ozone in the atmosphere through a complex series of reactions with volatile organic compounds (VOCs).
- 1.18 Optimum Performance - the level of performance at which Grant Equipment functions in order to achieve the anticipated emissions reductions.
- 1.19 PERFORMING PARTY - the grant recipient indicated on the signature page of this Contract, also referred to in this Contract as the "grantee."
- 1.20 Purchase Expiration Date - time period under the Contract by which the costs for Grant Equipment must be incurred and paid.
- 1.21 Project Representative - all communications, original contracts and related documents, and written correspondence to either party will be addressed and delivered to the party's Project Representative or his or her designee, as designated in writing in the Contract.
- 1.22 Scope of Work - the Contract document detailing the requirements of the Grant Activities.
- 1.23 State - means the State of Texas.
- 1.24 Termination - means a permanent end and cessation of the Contract because (1) the Purchase Expiration Date has passed without completion of purchases eligible for reimbursement, (2) all requirements of this Contract are completed within the sole discretion of the TCEQ, (3) the PERFORMING PARTY has requested termination and repaid funds as allowed by Section 17.7, or (4) the Contract is ended by action of the TCEQ for cause or for convenience. The Date of Termination is the Purchase Expiration Date, or the date of completion of all requirements of this Contract, or the effective date of action by the TCEQ ending the Contract for cause or for convenience, as applicable.
- 1.25 TERP GPS Monitoring Service (TGMS) - equipment and services used to aid the TCEQ and the PERFORMING PARTY in recording usage data.
- 1.26 TERP GPS Monitoring Service (TGMS) Contractor - the company, selected by the TCEQ through the competitive bid process, which furnishes equipment, installation/removal, and report services, both online and by report generation, to aid the TCEQ and the PERFORMING PARTY in recording usage data.
- 1.27 TCEQ - the Texas Commission on Environmental Quality.
- 1.28 Written Amendment - a document signed by the PERFORMING PARTY and the TCEQ which authorizes an addition, deletion, or revision of the Grant Activities, or an adjustment in the Contract Amount or the Contract Period, issued on or after the Effective Date of the Contract.
- 1.29 When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a State of Texas or federal holiday, such day will be omitted from the computation.
- 1.30 A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

## **ARTICLE 2. GOVERNING STANDARDS**

- 2.1 This Contract is entered into by TCEQ through its authority under Texas Water Code Section 5.124 (Authority to Award Grants).
- 2.2 This Contract is subject to (1) Chapter 392, Texas Health and Safety Code, (2) the Uniform Grant and Contract Management Act, Texas Government Code, Section 783.001 et seq., and the Texas Uniform Grant Management Standards (UGMS), (3) 30 Texas Administrative Code Sections 114.650-114.657, (4) Appropriations Act of the 86th Texas Legislature pertaining to appropriation of funds to the TCEQ for grants, etc. and grants by state agencies, (5) Texas Government Code Chapter 2261, (6) Local Government Code Chapter 391 and implementation rules of the Governor's Office of Budget, Planning, and Policy, (7) Texas

Government Code Section 556.0055 (restricting state funds for lobbying), (8) TCEQ rules and policies, and (9) other applicable Federal and State rules and statutes.

2.3 The PERFORMING PARTY assures compliance with the provisions found in UGMS III Subpart B, 14 State assurances, that are applicable to this grant.

### **ARTICLE 3. PURPOSE**

The purpose of this Contract is to provide a grant to financially assist the PERFORMING PARTY in implementing the Grant Activities, thereby creating verifiable emissions reductions through monitored, enforceable performance of activities listed in the Scope of Work.

### **ARTICLE 4. CONTRACT PERIOD**

4.1 This Contract will commence on the Contract Effective Date as identified on the Signature Page.

4.2 The PERFORMING PARTY may begin the Grant Activities, at its own risk, prior to receiving a fully-executed Contract.

4.3 The Contract Period shall be the period of time from the Effective Date through the Expiration Date listed on the Signature Page of this Contract, unless the Contract is otherwise terminated or extended in accordance with its terms. The Contract may terminate earlier if the Activity Life for each Grant Equipment is met prior to the Expiration Date. The TCEQ will notify the PERFORMING PARTY in writing when the Contract has terminated.

4.4 This Contract shall immediately terminate at the end of any state fiscal year for which the Texas Legislature fails to appropriate and/or to provide sufficient funds in the subsequent fiscal year necessary to perform this Contract.

### **ARTICLE 5. CONTRACT DOCUMENTS**

5.1 The Contract Documents which comprise the entire Contract between the TCEQ and the PERFORMING PARTY are provided in order of precedence in the event of conflicts:

- 5.1.1 Contract Signature Page
- 5.1.2 Scope of Work
- 5.1.3 Special Conditions
- 5.1.4 General Conditions
- 5.1.5 RFGA, incorporated herein by reference
- 5.1.6 The PERFORMING PARTY's Original Application, and any supplemental documentation submitted by the PERFORMING PARTY in support of the Application or grant award, incorporated herein by reference.
- 5.1.7 The following which may be delivered or issued after the Effective Date of the Contract and are not attached: Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

5.2 The information and data the PERFORMING PARTY submitted in the Application may have been altered after submittal to the TCEQ to ensure that the information in the Application is accurate. The PERFORMING PARTY acknowledges that it has reviewed the Scope of Work (a Contract Document) and hereby ratifies, adopts, and agrees to all such alterations contained within the Scope of Work.

5.3 There are no Contract Documents other than those listed above in this Article. The Contract Documents may be amended, modified, or supplemented only as provided in the General Conditions.

### **ARTICLE 6. ELIGIBLE ACTIVITIES**

6.1 The PERFORMING PARTY agrees to complete all Grant Activities as described in the Scope of Work and in accordance with the Contract.

6.2 The TCEQ may accept performance of a reduced number of the individual Grant Activities or other changes to the Scope of Work at its sole discretion and reimburse the PERFORMING PARTY for only those Grant Activities for which eligible purchases are completed.

- 6.2.1 If the changes to the Scope of Work result in lower than estimated NO<sub>x</sub> reductions, TCEQ may reduce the grant amount to achieve the same cost-per-ton from the original Application.
- 6.2.2 If the changes to the Scope of Work result in a greater than estimated NO<sub>x</sub> reductions, TCEQ will not reimburse more than the grant amount.

6.3 For replacement activities, the equipment being purchased under a grant may not have been acquired prior to the opening date of the grant application period, unless otherwise authorized in writing by the TCEQ.

6.4 The Grant Equipment is listed in the Scope of Work. The NO<sub>x</sub> emissions of the engine must conform with the NO<sub>x</sub> emissions listed in the Application. The PERFORMING PARTY may substitute a newer model year replacement equipment for the unit listed in the Scope of Work provided that the substitute unit meets all eligibility and other requirements, is of the same weight category, has the same or better certified NO<sub>x</sub> emissions rate, and will result in the same or better NO<sub>x</sub> emissions reductions as the unit listed.

6.5 The PERFORMING PARTY understands that, in some cases, engines of the same make, model, and model year may be certified to different NO<sub>x</sub> emissions standards.

6.6 The PERFORMING PARTY understands that the TCEQ's approval of the Application does not constitute final verification that an engine meets the required certified NO<sub>x</sub> emissions rate.

6.7 The PERFORMING PARTY agrees to continuously own, lease, or otherwise commercially finance the Grant Equipment; continuously maintain registration of the Grant Equipment in Texas; and operate the Grant Equipment in Texas for the specified Activity Life, regardless of the financing arrangements used for the purchase of the Grant Equipment.

## **ARTICLE 7. FUNDS**

7.1 This Contract and all claims, suits, or obligations arising under or related to this Contract are subject to those funds which are both (1) appropriated by the Texas Legislature for the purposes of this Contract, and (2) actually received and deposited into an account of the treasury dedicated to the TCEQ for the purposes of this Contract.

7.2 Amount Limits on Funds. The Contract Amount Not to Exceed on the Contract Signature Page is the maximum amount the TCEQ will reimburse the PERFORMING PARTY for the costs of the eligible Grant Activities. Eligibility for reimbursement is subject to a fully-executed Contract and eligible costs as determined by the TCEQ. There is no guaranteed minimum amount of reimbursement.

7.3 Time Limits on Funds. Costs to be reimbursed under this Contract must be incurred and paid by the Purchase Expiration Date as identified on the Signature Page of this Contract. TCEQ's obligation to reimburse the PERFORMING PARTY's allowable costs incurred and paid under this Contract expires forty-five (45) days after this date. If no reimbursement has been requested or paid as of this date, this Contract will terminate without any further obligations to either party.

## **ARTICLE 8. ELIGIBILITY FOR COST REIMBURSEMENT**

8.1 The TCEQ will reimburse the PERFORMING PARTY for those costs which are eligible for reimbursement in accordance with all contractual requirements. Costs are considered eligible for reimbursement when the TCEQ, in its sole discretion, determines that the costs are reasonable, necessary, actual, and allowable for implementing the Grant Activities listed in the Scope of Work. Costs must be included in the Scope of Work to be eligible for reimbursement.

8.2 Amounts of costs stated in the Scope of Work are maximum amounts of reimbursement. By stating the amounts, the TCEQ does not A) guarantee payment of those amounts or B) waive the requirements for reimbursement which must subsequently and continually be satisfied by the PERFORMING PARTY. The amount of costs for which reimbursement may be requested is the lesser of A) the costs stated in the Scope of Work or B) the actual eligible costs.

8.3 The PERFORMING PARTY has a continuing obligation to satisfy the requirements for reimbursement. A request for reimbursement, TCEQ's payment of reimbursement, or any other action will not establish an entitlement in the PERFORMING PARTY to payment from the TCEQ.

8.4 By paying a request for reimbursement, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after reimbursement, in its sole discretion, request additional evidence concerning costs. The TCEQ may audit the records of the PERFORMING PARTY and may also audit the PERFORMING PARTY's performance as to the Grant Activities, and the administrative requirements. The PERFORMING PARTY shall return grant funding reimbursed for expenses that are later determined to be unallowable under the terms of this Contract.

### ***Procurement***

8.5 The PERFORMING PARTY agrees to follow all the requirements of UGMS just as if the PERFORMING PARTY were a covered local government grantee (except that the applicable cost principles are those listed as

corresponding to the PERFORMING PARTY's classification in UGMS, Part III State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C, Section \_\_\_22 Allowable Costs, e.g., for-profit organization, private non-profit, etc.). The UGMS document is located on the Internet at the following address:

<https://comptroller.texas.gov/purchasing/docs/ugms.pdf>

- 8.5.1 The PERFORMING PARTY must ensure that its procurement practices prohibit any actual or apparent conflicts of interest as described under UGMS, Part III, Subpart C, Section \_\_\_36, subsection (b)(3). The PERFORMING PARTY agrees that the TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest may be considered a material breach of this Contract.

#### ***Reasonable Costs***

- 8.6 Reasonableness of costs depends upon a variety of considerations and circumstances, including:
  - 8.6.1 whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the PERFORMING PARTY's business or the contract performance;
  - 8.6.2 generally accepted sound business practices, arm's length bargaining, and federal and state laws and regulations;
  - 8.6.3 the PERFORMING PARTY's responsibilities to the TCEQ, other customers, the owners of the business, employees, and the public at large; and
  - 8.6.4 any significant deviations from the PERFORMING PARTY's established practices.

#### ***Necessary Costs***

8.7 Necessary costs include costs which are directly attributable to the implementation of the Grant Activities and must be included in the Scope of Work.

- 8.8 Unless expressly authorized by the TCEQ, necessary costs do not include:
  - 8.8.1 the cost of money;
  - 8.8.2 the interest charges on a purchase money loan or on a deferred payment purchase agreement; or
  - 8.8.3 the cost of converting from a lease to a purchase at the end of the lease period.

#### ***Actual Costs***

- 8.9 The criteria for actual costs include:
  - 8.9.1 the direct Incremental Costs of implementing the Grant Activities, including purchasing and installing GPS equipment from the TERP GPS Monitoring Service Contractor, if applicable; or
  - 8.9.2 the true price charged by a vendor/contractor to the PERFORMING PARTY for implementing the Grant Activities.
- 8.10 Unless expressly authorized by the TCEQ, actual costs do not include:
  - 8.10.1 amounts deducted from the true price of the purchase or lease acquisition of Grant Equipment whether as discounts, rebates, refunds, or otherwise;
  - 8.10.2 amounts which the PERFORMING PARTY owes or agrees to pay a vendor or contractor for any purpose other than the implementation of Grant Activities;
  - 8.10.3 amounts in the charges which a vendor/contractor intends to return to the PERFORMING PARTY in the form of cash, goods, services, gifts, intangibles, discounts, or any other items of value;
  - 8.10.4 baseline costs designated by the TCEQ in the Application reflecting the costs that would otherwise be incurred by the PERFORMING PARTY in the normal course of business; or
  - 8.10.5 amounts which are reimbursed by other public sources or for which tax credits or other public financial incentives are or will be received by the PERFORMING PARTY.
- 8.11 The PERFORMING PARTY must document and maintain evidence of expenses.

#### ***Allowable Costs***

8.12 In order to be allowable, costs must be included in the Scope of Work and must satisfy the requirements of this Contract, the UGMS, state agency rules, and all applicable state and federal laws.

### ***Unallowable Costs***

8.13 *Consulting (Application Assistance) Fees.* Any fees charged by a consultant for preparation of the Application, either directly or as an addition to the cost basis of the grant-funded equipment, are the sole responsibility of the PERFORMING PARTY or the vendor and are not an allowable cost under this Contract. All purchase decisions must be based on sound business practices and arm's length bargaining. It is generally considered acceptable for an applicant to accept assistance from a vendor or an agent of a vendor in preparing the Application, as long as any decision by the applicant to purchase the grant-funded equipment from that vendor is made independently and meets the other reasonableness provisions in the Contract.

8.14 *Administrative Costs.* Internal costs of the grant recipient, such as personnel expenses, salaries, indirect costs, and travel are not eligible for reimbursement. This provision does not limit the ability of an equipment vendor or installer to include ordinary, reasonable, and necessary operational costs in the price of the equipment or installation services.

8.15 *GPS Monitoring and Service.* Costs from maintaining monitoring services, maintaining GPS equipment, purchasing and installing equipment that is not from the TGMS Contractor, and monitoring service charges are not reimbursable expenses.

8.16 Throughout the performance of the grant the PERFORMING PARTY shall notify the TCEQ of any financial incentive received by the PERFORMING PARTY which was not included in the Application, if that incentive will offset the cost of the proposed project. This includes tax credits or deductions, other grants, or any other public financial assistance. The PERFORMING PARTY will indicate any financial incentives received on the Request for Reimbursement Form. The combination of this grant and other financial incentives may not exceed the incremental cost to the applicant of the Grant Equipment. During the reimbursement process, the TCEQ may reduce the amount of costs eligible for reimbursement by the value of any additional financial incentive received by the PERFORMING PARTY without a Written Amendment or Minor Change to this Contract.

### ***Preapproval of Costs***

8.17 The TCEQ may request additional details regarding costs listed in the Scope of Work and may require the PERFORMING PARTY obtain preapproval of specific costs from the TCEQ prior to incurring those costs.

### ***Purchase Agreements and Subcontracts***

8.18 If requested by the TCEQ, the PERFORMING PARTY must provide the TCEQ with copies of purchase agreements or subcontracts for expenses to be reimbursed under this Contract for approval, prior to the PERFORMING PARTY entering into a final purchase agreement and/or subcontract.

### ***Additional Criteria for Reimbursement***

8.19 The TCEQ may at any time, in its sole discretion, establish additional criteria and requirements for reimbursement of costs as serves the best interests of the State.

### ***Offsets for Debts Owed to the State***

8.20 If the PERFORMING PARTY owes any amount(s) to the State of Texas, assigned payments will be held by the TCEQ until the debt is satisfied. The State may offset payments to the PERFORMING PARTY or its principals by any amount(s) owed to the State.

## **ARTICLE 9. REQUEST FOR REIMBURSEMENT**

9.1 Except as provided for under Article 9.5 below, to be eligible for reimbursement under this Contract, a cost must have been incurred and paid by the PERFORMING PARTY before the Purchase Expiration Date and prior to claiming reimbursement from the TCEQ. A cost may not be considered incurred until the Grant Equipment and/or goods and services included under the cost have been received and accepted by the PERFORMING PARTY.

9.2 All Request for Reimbursement forms must contain sufficient identification of and information concerning the costs incurred and paid or obligated under a lease or financing agreement. The TCEQ must be able to determine the eligibility of a particular cost during the initial review and any later audits. Supporting documentation materials must be attached to the Request for Reimbursement forms where indicated to clearly show that the cost was incurred and, except where the payment is assigned to another entity, paid.

9.3 Unless otherwise approved by the TCEQ, all work on the Grant Equipment must be completed, with the Grant Equipment delivered in its final form and operational before reimbursement will be made on an Activity.

The invoices and payment documents provided by the PERFORMING PARTY to support the reimbursement request must document that all work is complete and the Grant Equipment is operational.

9.4 The PERFORMING PARTY shall submit, no more frequently than monthly, a completed TCEQ Request for Reimbursement form. The forms shall be mailed to:

Texas Commission on Environmental Quality  
Air Grants Division, MC-204  
P.O. Box 13087  
Austin, TX 78711-3087

9.5 If the PERFORMING PARTY has paid eligible expenses that are equal to or greater than the grant amount with cash-on hand, the reimbursement may be paid directly to the PERFORMING PARTY. In the event the PERFORMING PARTY finances the Grant Equipment, TCEQ may not pay the PERFORMING PARTY directly unless the PERFORMING PARTY has paid an amount equal to or greater than the grant amount. The TCEQ may assign payment directly to the financing company. Supporting documentation must be submitted to establish that the goods or services were received, and that the payment amount is owed to the financing company indicated by the PERFORMING PARTY.

9.5.1 If an assignment is requested, the PERFORMING PARTY must complete the Assignment Request and Acceptance section on the Request for Reimbursement.

9.6 The final Request for Reimbursement Form, indicated by selecting the final request box on the form, shall be submitted to the TCEQ by no later than forty-five (45) days after the Purchase Expiration Date, as listed on the Signature Page of this Contract.

9.7 The final Request for Reimbursement shall include a signed and executed Release of Claims, releasing all claims for payment of any funds due and payable by the TCEQ, upon the TCEQ's payment of the final Request for Reimbursement.

***Replacement Project Costs***

9.8 For replacement projects, the TCEQ will reimburse the PERFORMING PARTY for no more than eighty (80) percent of the eligible incremental costs for the purchase of the replacement equipment under this Contract.

***Retrofit Project Costs***

9.9 For retrofit projects, the TCEQ will reimburse the PERFORMING PARTY the eligible incremental costs for the purchase and installation of the retrofit device under this Contract.

***Purchase/Payment Documents***

9.10 In order to receive payment for each Request for Reimbursement, the PERFORMING PARTY must submit the following supporting documents:

- 9.10.1 canceled checks or wire transfers;
- 9.10.2 written purchase and lease agreements;
- 9.10.3 Bill of Sale or Receipts for Delivery;
- 9.10.4 for deferred payment purchases, statements of account status showing the account in good standing and the equipment is in possession of the PERFORMING PARTY;
- 9.10.5 Uniform Commercial Code (UCC) Financing Statement (Form UCC1) filing, if applicable. (The UCC allows a creditor to notify other creditors about a debtor's assets used as collateral for a secured transaction by filing a public notice (finance statement) with a particular filing office.); and
- 9.10.6 other documentation requested by the TCEQ to support the Request for Reimbursement.

9.11 The TCEQ may waive the requirement for submission of any supporting documents that are not applicable to the PERFORMING PARTY.

9.12 If the Request for Reimbursement does not satisfactorily demonstrate the accomplishment of the required tasks, or that costs are allowable, eligible, actual, and incurred, the TCEQ may reject the request, until the deficiencies have been corrected. Satisfactory accomplishment of a task is within the judgment of the TCEQ; however, such judgment must be reasonable.

9.13 The TCEQ is not obligated to make payment until the Request for Reimbursement is approved by the TCEQ. Further, the TCEQ reserves the right to suspend or withhold all or part of a payment or all payments as authorized by the Contract.

#### ***Credit for Replaced Equipment***

9.14 In determining the expenses eligible for reimbursement under this Contract, the cost of replacement or retrofit activities shall be reduced by the value of any credit or other financial compensation received by the PERFORMING PARTY for the sale or trade-in of the destroyed equipment being replaced, including, the parts from the equipment, for the sale of the scrapped equipment being replaced, trade-in of engines for remanufacture, or insurance proceeds.

9.15 For replacement activities, the TCEQ may use a default scrapage value of \$1,000 in lieu of the actual value and in lieu of the PERFORMING PARTY reporting the value to the TCEQ. If TCEQ does not use the above default scrapage value, the **actual** scrapage value or other value received for the old equipment is considered a cost of performing the Grant Activities and as such must satisfy the cost guidelines of Article 8 of the General Conditions of this Contract. The value received for the equipment being replaced must be the result of arms-length bargaining with the entity disposing of the replaced equipment and must reflect actual market value.

9.16 If the default value of Section 9.15 of this Article is **not** used by the TCEQ, the PERFORMING PARTY must list on the financial reporting forms any financial remuneration or other items or services of value received in exchange for the replaced equipment including, but not limited to, cash, goods, services (including the services provided by a consultant to assist in preparing and/or submitting the Application), gifts, intangibles, discounts, insurance proceeds, or any other items of value.

#### **ARTICLE 10. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ, GENERAL**

10.1 All Grant Activities for which reimbursement is requested must be completed as described in the Scope of Work.

10.2 The PERFORMING PARTY hereby ratifies and attests to all representations and certifications in the Application and agrees to give prompt written notice to the TCEQ if there is any material change in these representations or certifications.

#### ***Professional Quality***

10.3 The PERFORMING PARTY is responsible for the professional quality, technical accuracy, timely completion, and coordination of Grant Activities under this Contract. In performing these Grant Activities, the PERFORMING PARTY undertakes performance for its own benefit and not as agent for the TCEQ.

#### ***Supervision and Superintendence***

10.4 The PERFORMING PARTY is responsible for the supervision, inspection, and direction of the Grant Activities in a competent and efficient manner, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Grant Activities in accordance with the Contract. The PERFORMING PARTY shall be solely responsible for the means, methods, techniques, sequences, and procedures of the Grant Activities. The PERFORMING PARTY is responsible for the completed implementation of the Grant Activities in full compliance with the Contract.

#### ***Materials and Equipment***

10.5 Unless otherwise specified in the Contract, the PERFORMING PARTY assumes full responsibility for all materials, equipment, labor, transportation, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the implementation and completion of the Grant Activities.

10.6 The PERFORMING PARTY agrees to maintain the Grant Equipment in good condition and functioning at Optimum Performance during the Activity Life. All materials and equipment will be of good quality and be applied, installed, connected, erected, used, cleaned and conditioned, and maintained in accordance with the instructions from the applicable manufacturer and supplier, unless otherwise provided in the Contract.

10.7 Failure to maintain the Grant Equipment as necessary to achieve the required Annual Usage constitutes a material breach of this Contract.

10.8 The PERFORMING PARTY agrees that emissions reductions generated by each activity over the Activity Life may not be used for credit under any state or federal emissions reduction credit averaging, banking, or

trading program, nor as a marketable emissions reduction credit. The emissions reductions generated may be used to demonstrate conformity with the state implementation plan. The PERFORMING PARTY agrees that any marketable credits generated by emissions reduction measures are transferred to the TCEQ, and that the reductions are permanently retired. The PERFORMING PARTY may not combine this grant funding with other incentive programs that require transfer of the emissions reductions to that other program

#### **ARTICLE 11. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ, INSURANCE, REPAIR, AND REPLACEMENT**

11.1 Unless otherwise expressly agreed by the TCEQ, the PERFORMING PARTY must obtain and maintain a policy of insurance for the Activity Life which is sufficient to replace Grant Equipment which is lost, stolen, or irreparably damaged. Governmental entities may use an established self-insurance program to satisfy this requirement. If requested by the TCEQ, the PERFORMING PARTY shall provide proof of insurance coverage. The TCEQ may approve alternative forms of insurance to comply with this requirement, including evidence of self-insurance. The TCEQ may also waive this requirement, at its sole discretion, for certain types of entities. Previously submitted certificates of insurance coverage may be amended to reflect newly extended coverage. A failure to comply with this requirement is considered a material breach of the Contract.

11.2 If there is a repairable malfunction of or damage to Grant Equipment which affects emissions reductions during the Activity Life, the PERFORMING PARTY will repair or restore the Grant Equipment to the level of Optimum Performance.

11.3 If there is loss, theft, or irreparable damage of Grant Equipment during the Activity Life, the PERFORMING PARTY will replace the lost, stolen, or damaged Grant Equipment with similar equipment which achieves the same Optimum Performance or better. The PERFORMING PARTY will replace and begin operating the Grant Equipment no later than 60 consecutive days from the occurrence of loss, theft, or damage, unless the TCEQ expressly agrees to a longer period. Replacement Grant Equipment must meet all eligibility requirements applicable to the original Grant Equipment and is subject to all the requirements applicable to Grant Equipment contained in this Contract. The TCEQ must be provided notice of any insurance claim filed by the PERFORMING PARTY as soon as available.

11.4 The PERFORMING PARTY shall fully comply with all requirements of any agreements with third parties that have a security interest or similar interest in the Grant Equipment. Repossession, seizure, or any other event where the PERFORMING PARTY loses possession of the Grant Equipment is considered a material breach of this Contract and requires the return of grant funds.

#### **ARTICLE 12. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ, GRANT ACTIVITIES**

12.1 The emissions reduction benefit supporting the award of this grant is based upon the PERFORMING PARTY's successful performance of the Grant Activities as detailed in the Scope of Work.

12.2 The PERFORMING PARTY agrees to operate the Grant Equipment over the Activity Life no less than 75% of the Annual Usage within Texas and no less than the percentage of Annual Usage in the eligible counties as specified in the Scope of Work.

12.3 If the vehicle being purchased is capable of operating independently on gasoline or diesel fuel in addition to the alternative fuel, the PERFORMING PARTY agrees that at least 75% of the annual operation of the vehicle will be in the alternative-fuel mode. This provision includes vehicles that may operate on a blend of gasoline or diesel fuel and the alternative fuel but does not apply to hybrid vehicles unless otherwise directed by the TCEQ.

12.4 The PERFORMING PARTY agrees that if the reported usage of the Grant Equipment does not meet the requirements listed in the Scope of Work, the TCEQ will be entitled to a return of the grant funds.

12.4.1 The determination of whether return of funds is required will be primarily based on whether the Annual Usage of the Grant Equipment during the Activity Life occurs within the Eligible Counties for at least the percentage of Annual Usage listed in the Scope of Work.

12.4.2 If the PERFORMING PARTY is required to return grant funds, the TCEQ, at its sole discretion, may allow for the return of a pro-rated share of the reimbursement funds reflecting a partial failure to perform the requirements of the Scope of Work. This determination shall depend on factors including, but not limited to, use of the Grant Equipment in a manner that maintained overall program eligibility, full completion of reimbursement and equipment disposition requirements, the PERFORMING PARTY's good-faith efforts to perform the grant activities during the Activity Life, and the PERFORMING PARTY's compliance with notification requirements of this Contract (e.g. notification before sale of equipment).

## **Assignment**

12.5 State law and TCEQ policy require that the TCEQ remain in contractual privity with the entity operating the Grant Equipment. The TCEQ must retain the ability to enforce the usage and reporting commitments contained within the Scope of Work until the termination of this Contract. Any act by the PERFORMING PARTY that impairs the TCEQ's ability to enforce the usage and reporting commitments, including sale of the Grant Equipment, transfer of the Grant Equipment, loss of the Grant Equipment, sale of the PERFORMING PARTY's business interests, or liquidation of the PERFORMING PARTY's assets (including the Grant Equipment), constitutes a material breach of this Contract and requires the return of grant funds.

12.5.1 The decision by the TCEQ on whether to require return of grant funds may include consideration of whether the Grant Equipment will continue to be used in a manner consistent with the Scope of Work. If the TCEQ, in its sole discretion, allows the assignment of this Contract, the PERFORMING PARTY and proposed assignee will be required to enter a TCEQ Consent to Assignment agreement that shall include the assignee's obligation to accept this Contract and to continue to use the Grant Equipment subject to the terms of this Contract.

12.5.2 No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by PERFORMING PARTY will be binding on the TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the PERFORMING PARTY from any duty or responsibility under the Contract.

## **ARTICLE 13. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ, DISPOSITION OF REPLACED EQUIPMENT**

13.1 Unless an alternative disposition method is approved by the TCEQ, the PERFORMING PARTY agrees to dispose of the equipment being replaced by complete destruction or otherwise rendering them permanently inoperable. Standard disposition methods require completely crushing the equipment, including the engine, or cutting a 3-inch or larger hole through the engine block on both sides (or otherwise destroying it) and cutting both frame rails in half. The structural damage to the equipment must be such that repairs are not possible.

13.2 Alternative disposition methods must be approved in writing by the TCEQ and documented in the Special Conditions of this Contract. If the PERFORMING PARTY is unable to dispose of the equipment and engine in accordance with an approved alternative disposition method, the PERFORMING PARTY agrees to dispose of the equipment and engine using the standard disposition methods. If the TCEQ approves disposition by remanufacturing, the engine must be sent to a remanufacturing facility operated or authorized by the original engine manufacturer. The remanufacture of the engine must include removing all parts and using the old block to build a remanufactured engine with a new serial number.

13.3 The equipment being replaced shall be destroyed within 90 days of the reimbursement payment being issued by the TCEQ for the replacement expenses. The TCEQ may grant an extension to this deadline without a change to this Contract.

13.4 The PERFORMING PARTY shall submit on the TCEQ disposition forms information to verify the final disposition of the equipment replaced under this Contract. The PERFORMING PARTY must submit a copy of a Texas Nonrepairable Vehicle Title issued by the Texas Department of Motor Vehicles for the equipment replaced under this Contract. The Texas Nonrepairable Vehicle Title must be submitted with the other required disposition documentation. The final disposition information forms shall be submitted with the Request for Reimbursement or within 30 days after completion of the disposition, whichever occurs later.

13.5 The PERFORMING PARTY must submit photographs of the equipment being destroyed, both before and after the equipment is destroyed or rendered inoperable. TCEQ must approve the forms and supplemental documentation submitted by the PERFORMING PARTY to meet the disposition requirement. Such approval is at the sole discretion of the TCEQ. The PERFORMING PARTY shall provide the TCEQ with any clarification and additional documentation as requested by the TCEQ to approve disposition.

13.6 The PERFORMING PARTY agrees that failure to properly destroy or dispose of equipment replaced under this Contract in accordance with the destruction requirements or the provisions of a TCEQ-approved alternative disposition plan shall require the return of the grant funds. This Article also applies to failure to provide properly completed final disposition documentation as required by this Contract.

**ARTICLE 14. PERFORMING PARTY'S RESPONSIBILITIES TO THE TCEQ, INSTALLATION AND USE OF IDENTIFYING MARK, TRACKING DEVICE**

***Identifying Mark***

14.1 Upon request by the TCEQ, the PERFORMING PARTY shall install, or allow the TCEQ or its contractor to install, a prominently placed identifying mark on the Grant Equipment, identifying it as TERP-funded equipment, and containing such other information as the TCEQ shall specify. The PERFORMING PARTY may remove the mark upon the expiration of the Activity Life for each Grant Equipment.

***Tracking Device - Voluntary***

14.2 The PERFORMING PARTY may voluntarily install a device for tracking the location and usage of the Grant Equipment during the Activity Life.

14.3 Installation of a GPS tracking unit from the designated TGMS Contractor and maintenance of monitoring service through the designated TGMS Contractor waives the requirement of submission of written Monitoring Reports required under General Conditions, Article 15, of this Contract.

14.3.1 Waiver of the written Monitoring Reports shall continue so long as the PERFORMING PARTY maintains the GPS monitoring service. Termination of the GPS monitoring for any reason shall reinstate requirements for submission of written Monitoring Reports until the GPS monitoring service is restored.

14.4 The PERFORMING PARTY shall not tamper with or disable the GPS equipment or allow others to tamper with or disable the GPS equipment. Evidence of tampering with or disabling the GPS equipment will be considered a material breach of this Contract and shall reinstate requirements for submission of written Monitoring Reports.

14.5 The PERFORMING PARTY shall review data collected by the GPS monitoring service to ensure its accuracy.

14.5.1 On a semi-annual basis, the PERFORMING PARTY shall confirm the accuracy of collected GPS data for each Grant Activity and certify to the accuracy using a form to be provided by the TCEQ. Failure to submit this certification may be considered the PERFORMING PARTY's implicit confirmation that the GPS data is accurate. If the PERFORMING PARTY detects data that it does not consider accurate, the PERFORMING PARTY shall immediately notify the TCEQ and the TGMS Contractor of the discrepancies.

***Tracking Device - Mandatory***

14.6 Under circumstances where the TCEQ determines, at its sole discretion, that the PERFORMING PARTY is not meeting its commitments under this Contract, the TCEQ may require the PERFORMING PARTY to install, or allow the TCEQ or its contractor to install, a device for tracking the location and usage of the Grant Equipment. The PERFORMING PARTY will be required to bear the cost for the GPS equipment, installation, and monitoring service.

14.7 If the PERFORMING PARTY is required to install a tracking device, the PERFORMING PARTY and the TCEQ shall execute a separate GPS Monitoring Agreement that will specifically define the terms of usage of the tracking device and associated monitoring services.

14.8 The PERFORMING PARTY agrees that failure to install a tracking device upon the TCEQ request will require the return of the reimbursement grant funds for the Grant Equipment.

***GPS Data***

14.9 The TCEQ recognizes that the PERFORMING PARTY may consider the information recorded and maintained by the tracking device to contain confidential trade secret information. The TCEQ will not release any of the information submitted to the TCEQ by the tracking device to any party outside TCEQ, except as required under the Public Information Act or other applicable law. The information must be marked confidential for the TCEQ to withhold the information under the Public Information Act. The TCEQ shall inform the PERFORMING PARTY of any Public Information Act request for information marked confidential and refer the request to the Office of the Attorney General for a ruling on whether the information contains protected trade secret information. The TCEQ is not responsible for making arguments regarding trade secret status to the Attorney General; that is the responsibility of the PERFORMING PARTY.

**ARTICLE 15. PERFORMING PARTY’S RESPONSIBILITIES TO THE TCEQ, PROJECT STATUS, LONG-TERM MONITORING AND REPORTING**

15.1 If requested by the TCEQ, the PERFORMING PARTY shall provide information on the status and completion of grant activities. The PERFORMING PARTY shall provide such information on the designated form or in a format requested by the TCEQ, within a reasonable timeframe.

15.2 As a condition of receiving grant funds, the PERFORMING PARTY agrees to submit properly completed Usage Reports to the TCEQ, on forms provided by the TCEQ, for the Activity Life. The Usage Reports shall include properly completed individual reports on the use of Grant Equipment for each activity, for the Activity Life. The PERFORMING PARTY will submit the required reports on the date specified by the TCEQ in the reporting instructions. Reports will be required annually unless an alternative schedule is approved by the TCEQ. The TCEQ may, at its discretion, authorize the PERFORMING PARTY to submit Usage Reports on a less frequent schedule or to suspend the reporting requirements, based on an assessment of compliance with the usage and reporting requirements.

15.3 If the equipment being purchased is capable of operating independently on gasoline or diesel fuel in addition to the alternative fuel, or is capable of operating on a blend of gasoline or diesel fuel and the alternative fuel, the PERFORMING PARTY agrees to track fuel use and maintain fueling records over the Activity Life to verify the percentage of operation of the equipment using the alternative fuel. The PERFORMING PARTY will certify the percentage of annual operation using the alternative fuel in the reports provided to the TCEQ and will provide copies of fuel use records to the TCEQ upon request. Unless otherwise directed, the requirement for monitoring fuel use will not apply to the use of hybrid vehicles.

15.4 The PERFORMING PARTY agrees that failure to adequately monitor the annual usage of Grant Equipment, failure to submit properly completed Usage Reports during the Activity Life, and/or submitting Usage Reports with false, incorrect, or incomplete information constitutes a material breach of this Contract and shall require the return of the grant funds.

**ARTICLE 16. PERFORMING PARTY’S RESPONSIBILITIES, ADMINISTRATIVE REQUIREMENTS**

***Access to Records, Grant Equipment, and Equipment Being Replaced***

16.1 State Auditor’s Office. The PERFORMING PARTY understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit on investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor’s Office must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The PERFORMING PARTY further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. The PERFORMING PARTY will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the PERFORMING PARTY and the requirement to cooperate is included in any subcontract it awards under this Contract. The PERFORMING PARTY will include in all subcontracts for work under this Contract a requirement that subcontractors will provide access to all relevant financial records including bank statements.

16.2 The PERFORMING PARTY shall allow access to all Grant Equipment, as well as equipment being replaced under this Contract by the TCEQ, the State of Texas, the State Auditor’s Office, and any of their authorized representatives for the purpose of review, on-site inspection, and/or audit.

***Maintenance of Records***

16.3 The PERFORMING PARTY shall maintain books, records, documents, and other evidence reasonably pertinent to the performance of the Grant Activities and requirements of the Contract, including any amendments. All financial records will be maintained in accordance with generally accepted accounting principles, the UGMS, and this Contract. The system shall provide for the identification, accumulation, and segregation of allowable and unallowable costs among projects. The PERFORMING PARTY shall also maintain the financial information and data used in the preparation or support of any Request for Reimbursement (direct and indirect), price or profit analysis, and a copy of any cost information or analysis submitted to the TCEQ. The PERFORMING PARTY shall allow access to all the material including bank statements and records by the TCEQ, the State of Texas, the State Auditor’s Office, and any of their authorized representatives for the purpose of review, inspection, audit, excerpts, transcriptions, and/or copying during normal business hours. The PERFORMING PARTY shall provide appropriate facilities and equipment for such access and inspection.

16.4 Records under this Article shall be maintained by the PERFORMING PARTY during performance of Grant Activities under this Contract and for three (3) years after the termination of this Contract. If any litigation, claim, negotiation, audit, cost recovery, or other action (including actions concerning costs of items to which an audit exception has been taken) involving such records has been started before the expiration of the three-year period, such records must be retained until completion of the action or resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.

16.5 Subject to the obligations and conditions set forth in this Contract, title to Grant Equipment acquired under this Contract by the PERFORMING PARTY will vest upon acquisition by the PERFORMING PARTY.

16.6 The PERFORMING PARTY may develop and use its own property management system, which must comply with all applicable federal, state, and local laws, rules, and regulations. If an adequate system for accounting for property owned by the PERFORMING PARTY is not in place or is not used properly, the *State Property Accounting Process User's Guide* (<https://fmx.cpa.state.tx.us/fmx/pubs/spaproc/index.php>) issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the PERFORMING PARTY must meet the requirements set forth in this Article.

16.6.1 Property records of Grant Equipment must be maintained that include a description of the property, a serial number or other identification number, the source of property, usage and mileage (separated by location of usage and mileage), who holds title, the acquisition date, the cost of the property, percentage of the TCEQ participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

16.6.2 The PERFORMING PARTY will conduct a physical inventory of all Grant Equipment no less frequently than once every two years during the Activity Life and reconcile the results of such inventories with the appropriate property records. Property control procedures utilized by the PERFORMING PARTY must include adequate safeguards to prevent loss, damage, or theft of the Grant Equipment.

#### ***PERFORMING PARTY's Representative***

16.7 The PERFORMING PARTY will identify in writing a Project Representative as the person authorized to receive and respond to inquiries and requests from the TCEQ, to manage the Grant Activities being performed, and to act on behalf of the PERFORMING PARTY.

16.8 The PERFORMING PARTY agrees to ensure that its authorized Project Representative, or someone to whom that person has delegated his or her authority, is available during regular business hours for consultation with the TCEQ. Written notice of any such delegation will be provided to the TCEQ.

16.9 Any notice issued pursuant to this Contract shall be addressed to the respective party's Project Representative or delegated authority. Such notices shall be written and hand-delivered or sent by first-class mail. Any notice or other written communication shall be considered delivered upon date of receipt.

#### ***Personnel***

16.10 The PERFORMING PARTY shall provide competent, suitably qualified personnel, whether employees or contractors, to implement the Grant Activities as required by this Contract.

#### ***Safety and Protection***

16.11 Where applicable, the PERFORMING PARTY shall be responsible for requiring employees, contractors, and subcontractors to maintain and supervise all necessary safety precautions and programs in connection with the Grant Activities. The PERFORMING PARTY shall take all necessary safety precautions.

#### ***Permits***

16.12 Unless otherwise provided in the Contract Documents, the PERFORMING PARTY shall obtain and pay for all transportation, construction, and operating permits and licenses required for performance of this Contract. Failure to comply with a permit or administrative order issued by the TCEQ or other state agency may result in a determination, within the sole discretion of the TCEQ, that the best interests of the state are served by withholding reimbursement or by the application of other remedies under this Contract.

#### ***Laws and Regulations***

16.13 The PERFORMING PARTY shall give all notices and comply in all material respects with all Laws and Regulations applicable to the performance of the Grant Activities. Except where otherwise expressly required

by applicable Laws and Regulations, the TCEQ shall not be responsible for monitoring the PERFORMING PARTY's compliance with any Laws or Regulations.

### ***Data and Publicity***

16.14 All data and other information developed under this Contract shall be furnished, upon request, to the TCEQ and shall be public data and information except to the extent that it is exempted from public access by the Texas Public Information Act, Texas Government Code, Chapter 552. The PERFORMING PARTY agrees to the disclosure of all information and reports resulting from public access to records under this Contract.

16.15 Upon termination of this Contract, if requested by the TCEQ, all copies of data and information developed under this Contract, including databases for which the costs of preparation are reimbursed under this Contract, shall be furnished at no charge to the TCEQ, and shall become the property of the TCEQ.

16.16 The PERFORMING PARTY agrees to notify the TCEQ prior to releasing any information to the news media regarding the Grant Activities. The PERFORMING PARTY will acknowledge the financial support of the TCEQ whenever a reimbursed Grant Activity, in whole or part, is publicized or reported in news media or publications.

### ***Lobbying Activities***

16.17 The PERFORMING PARTY shall not use funds provided under this Contract to support lobbying or political activity either directly or indirectly.

### ***Accessibility***

16.18 All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas Administrative Code Sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

## **ARTICLE 17. TERMINATION**

17.1 Termination of this Contract under any circumstances shall not constitute a waiver of any rights or remedies that the TCEQ may exercise under this Contract or otherwise as provided by law.

17.2 This Contract may be terminated in whole or in part by the TCEQ for cause, including a material failure to comply with the requirements of the Contract. Unless advance notice of intent to terminate will place funds of the state at increased risk, the TCEQ will provide written notice to the PERFORMING PARTY'S Project Representative of its intent to terminate. The PERFORMING PARTY shall have twenty (20) calendar days from the date such notice is sent to cure performance deficiencies.

17.3 This Contract may be terminated in whole or part by the TCEQ if any delay or failure of performance of the Grant Activities by either the PERFORMING PARTY or the TCEQ is caused by a force majeure event, as determined by the TCEQ in its sole discretion.

17.4 This Contract may be terminated in whole or in part by the TCEQ for its convenience. Circumstances when this may occur include without limitation the Texas Legislature's withdrawal of the appropriation for this project or the depletion of the Texas Emissions Reduction Plan Fund, which results in the unavailability of funds to complete this project. To the extent feasible, in the sole discretion of the TCEQ, the TCEQ will provide a minimum of ten (10) days written notice of its intent to terminate.

17.5 If after termination for cause by TCEQ, it is determined that the PERFORMING PARTY had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of the TCEQ.

17.6 In accordance with this Contract, the PERFORMING PARTY does not have an expectation or entitlement of continued receipt of financial assistance under this Contract. Therefore, the PERFORMING PARTY waives any claim for damages arising from or resulting from the TCEQ's termination of this Contract for any reason.

17.7 If, during the performance of the Grant Activities, the PERFORMING PARTY chooses to not complete the Grant Activities and withdraw from the obligations under this Contract, the PERFORMING PARTY may terminate this Contract by providing ten (10) days written notice to the TCEQ and returning any reimbursements already received.

## **ARTICLE 18. REMEDIES AVAILABLE TO THE TCEQ**

18.1 In accordance with Texas Government Code Chapter 2261, the following Schedule of Remedies applies in the event of the PERFORMING PARTY's breach of the requirements of this Contract, including the

substandard performance of Grant Activities or other failure, material or otherwise, to conform to the requirements of the Contract or applicable law:

- 18.1.1 Issue notice of substandard performance or other non-conforming act or omission;
- 18.1.2 Reject substandard performance and request corrections without charge to the TCEQ;
- 18.1.3 Request and receive return of any over payments or inappropriate payments;
- 18.1.4 Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity;
- 18.1.5 Reject reimbursement request and withhold and retain all or partial payments for recovery of administrative costs;
- 18.1.6 Suspend all or part of the Work and/or payments pending accepted revision of substandard performance or non-conformity;
- 18.1.7 Terminate the Contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments;
- 18.1.8 Demand restitution and recover payments where performance is subsequently determined non-conforming; or
- 18.1.9 Require payment of liquidated damages.

### ***Liquidated Damages***

18.2 The parties agree that reasonable compensation for breach of contract will be the sum consisting of total grant funds paid or obligated by the TCEQ reduced by a percentage reflecting the proportion of the total Activity Life for which the PERFORMING PARTY has submitted timely and accurate usage reporting that meet the requirements of the Scope of Work prior to the breach. Determination of timely and accurate usage reporting is at the sole discretion of the TCEQ. The PERFORMING PARTY hereby promises to pay, and the TCEQ hereby agrees to accept, such sum as liquidated damages and not as a penalty, in the event of such breach.

### ***Cumulative Remedies***

18.3 The TCEQ may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by the PERFORMING PARTY's substandard performance or any material non-conformity with the Contract or the law. The remedies and sanctions available to either party in this Contract shall not limit the remedies available to the parties under law.

## **ARTICLE 19. INDEMNIFICATION**

19.1 TO THE EXTENT PERMITTED BY LAW, THE PERFORMING PARTY AGREES TO INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE TCEQ, INCLUDING ITS EMPLOYEES AND OFFICERS, AGAINST AND FROM ANY AND ALL LIABILITY, LOSS, OR DAMAGE ARISING OUT OF ANY ACTIONS OR OMISSIONS OF THE PERFORMING PARTY, ITS SUBCONTRACTORS, AGENTS, OFFICERS AND DIRECTORS, PRINCIPALS AND EMPLOYEES IN THE PERFORMANCE OF THIS CONTRACT. THE DEFENSE OF TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE TEXAS ATTORNEY GENERAL TO REPRESENT TCEQ IF TCEQ IS NAMED IN ANY LAWSUIT. THE PERFORMING PARTY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

19.2 THIS PARAGRAPH IS NOT INTENDED AND SHALL NOT BE CONSTRUED TO REQUIRE THE PERFORMING PARTY TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE TCEQ FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE TCEQ OR ITS EMPLOYEES.

## **ARTICLE 20. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS**

20.1 The Contract Document may be amended to provide for additions, deletions, and revisions in one or more of the following ways: a formal Written Amendment or a Minor Change. All requests for changes to the Contract must be submitted in writing to the TCEQ. All Contract amendments must be in writing and signed by both parties.

20.2 Either party may change its Project Representative or make corrections to non-substantial typographical errors by providing written notice to the other party's representative(s).

## **ARTICLE 21. STANDARDS FOR PERFORMING PARTY'S PERFORMANCE**

21.1 In accordance with Texas Government Code Chapter 2261, the TCEQ is required to monitor the PERFORMING PARTY's performance under this Contract. The PERFORMING PARTY agrees that the standards set forth below are appropriate standards for the PERFORMING PARTY's performance during the Contract.

- 21.1.1 Quality and Accuracy. The PERFORMING PARTY's Grant Activities conform to the requirements of this Contract.
  - 21.1.2 Timeliness. The PERFORMING PARTY's Grant Activities are completed on schedule.
  - 21.1.3 Reports and Administrative and Financial Operations. The PERFORMING PARTY's administrative and financial operations comply with all obligations in law and in this Contract, including record-keeping, reimbursement requests, audits, allowable costs, payments to subcontractors, and restricted expenditures.
  - 21.1.4 Communication. The PERFORMING PARTY's accessibility, responsiveness, and cooperativeness with respect to any contract-related concerns communicated by the TCEQ; and the PERFORMING PARTY's demonstrated relationship with subcontractors.
  - 21.1.5 Other. Other factors unique to the type of project, as determined by the TCEQ.
- 21.2 The TCEQ will monitor the PERFORMING PARTY's performance and evaluate the level of compliance with the standards utilizing the performance measures set forth below.
- 21.2.1 Exceeds Expectations. The PERFORMING PARTY fully complied with all the standards on a consistent basis.
  - 21.2.2 Satisfactory Performance. The PERFORMING PARTY's performance complied with all of the standards with only typical errors, delays, or other problems that needed to be corrected.
  - 21.2.3 Marginal Performance. The PERFORMING PARTY's performance was acceptable, although a significant number of deficiencies had to be corrected before the contract requirements could be considered met.
  - 21.2.4 Unsatisfactory Performance. The PERFORMING PARTY's performance was not acceptable, even after attempts to correct deficiencies.

### ***Contractor Evaluation***

21.3 The TCEQ may prepare a written evaluation of the performance of the PERFORMING PARTY upon completion of all reimbursements under this Contract and upon the completion of the Project Life, or more frequently, as deemed necessary by the TCEQ. A copy of the evaluation will be provided to the PERFORMING PARTY and a copy retained in the TCEQ's contract files. The content of the evaluation shall be wholly within the sole discretion of the TCEQ. The PERFORMING PARTY may provide a written statement which explains or disagrees with the evaluation, which will be incorporated into the evaluation. The PERFORMING PARTY waives any claim for damages against the TCEQ for the evaluation.

21.4 The performance rating on the contractor evaluations may be considered by the TCEQ in evaluating an application from the PERFORMING PARTY for additional funding under this program. The PERFORMING PARTY understands that a rating of marginal or unsatisfactory performance may have a negative impact on decisions regarding funding for additional projects applied for by the PERFORMING PARTY.

## **ARTICLE 22. MISCELLANEOUS**

22.1 In order for this Contract to be effective, an authorized principal of an unincorporated business organization or association must sign the Contract. An agent signing for a corporation must be authorized to sign by the corporation.

22.2 Unless authorized in writing by the TCEQ in accordance with this Contract, no waiver of any obligation of the PERFORMING PARTY shall bind the TCEQ. Any such authorized waiver shall not constitute a continuing waiver of the obligation.

22.3 The PERFORMING PARTY is not a "vendor" of goods and services within the meaning of Texas Government Code Chapter 2251. Therefore, the provisions for interest on payments under that statute do not apply to this Contract.

22.4 By stating at any place in this Contract that any particular non-compliance is a material breach, the TCEQ does not limit the acts or omissions which may constitute a material breach.

22.5 The PERFORMING PARTY's timely performance is essential to this Contract.

22.6 Child Support. Under Section 231.006 of the Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive a state-funded grant or loan. By executing this Contract, the PERFORMING PARTY certifies that the individual or business entity named in this Contract, bid, or Application is not ineligible to receive the specified grant, loan,

or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

22.7 All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion and acceptance of the Grant Activities, and termination or completion of the Contract until such time as enforcement of such representations, indemnifications, warranties, and guarantees is barred by the applicable statute of limitations.

22.8 Subject to the provisions of Article 12, General Conditions, the TCEQ and the PERFORMING PARTY each binds itself, its successors, assigns and agents to the other party's successors, assigns and representatives in respect to all covenants, agreements, and obligations contained in the Contract.

22.9 The parties hereby agree that this Contract does not waive the State's sovereign immunity relating to suit, liability, and the payment of damages. No TCEQ personnel or agents are authorized to waive sovereign immunity by accepting, on behalf of the TCEQ, goods or services which are not required under the Contract or any conforming amendment.

22.10 The PERFORMING PARTY acknowledges and agrees that this Contract has been executed and will be administered in Travis County, Texas. The PERFORMING PARTY also acknowledges and agrees that any permissible cause of action involving this Contract will arise solely in Travis County. This provision does not waive the TCEQ's sovereign immunity.

22.11 Any provision of the Contract held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the TCEQ and the PERFORMING PARTY who agree that the Contract will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

22.12 Abortion Funding Limitation - PERFORMING PARTY represents and warrants that payments made by TCEQ to PERFORMING PARTY and PERFORMING PARTY's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act, 86<sup>th</sup> Legislative Session (2019), nor by Texas Government Code Chapter 2272, *Prohibited Transactions* [Senate Bill 22, 86<sup>th</sup> Legislative Session (2019)].

***Bankruptcy***

22.13 If the PERFORMING PARTY files for bankruptcy, the PERFORMING PARTY shall immediately notify the TCEQ in writing according to the Notice provisions AND send notification by certified mail directly to the TCEQ Bankruptcy Program. The PERFORMING PARTY shall place the TCEQ on distribution list for bankruptcy court documents. The PERFORMING PARTY's notice to the bankruptcy program must include the appropriate contract number(s).

— End of General Conditions —

**AUTHORIZED REPRESENTATIVES/ LOCATION OF RECORDS**

***TCEQ Project Representative***

The individual named below is the TCEQ Project Representative, who is authorized to give and receive communications and directions on behalf of the TCEQ. All communications including all payment requests must be addressed to the TCEQ Project Representative or his or her designee.

**Mailing Address:**  
Mr. Nate Hickman  
Texas Commission on Environmental Quality  
Air Grants Division, MC-204  
P.O. Box 13087  
Austin, TX 78711-3087

**Physical Address:**  
Mr. Nate Hickman  
Texas Commission on Environmental Quality  
Air Grants Division, MC-204  
12100 Park 35 Circle, Bldg. F  
Austin, TX 78753

Telephone No.: (512) 239-4434

Facsimile No.: (512) 239-6161

***PERFORMING PARTY's Authorized Official***

The individual authorized to sign legal documents on behalf of the PERFORMING PARTY.

**Mailing Address:**  
Mr. Willie T. Burroughs  
San Antonio Independent School District  
141 Lavaca Street  
San Antonio, TX 78210

**Physical Address**  
Mr. Willie T. Burroughs  
San Antonio Independent School District  
141 Lavaca Street  
San Antonio, TX 78210

Telephone No.: (210) 554-2285

***PERFORMING PARTY's Project Representative***

The individual named in the original application is the PERFORMING PARTY's Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY's Project Representative or his or her designee.

**Mailing Address:**  
Mr. Miguel Flores  
San Antonio Independent School District  
418 Roland Avenue  
San Antonio, TX 78210

**Physical Address**  
Mr. Miguel Flores  
San Antonio Independent School District  
418 Roland Avenue  
San Antonio, TX 78210

Telephone No.: (210) 354-9314

The PERFORMING PARTY agrees to make arrangements necessary to ensure that its authorized Project Representative, or someone to whom that person has delegated his or her authority, is available at all times for consultation with the TCEQ. Written notice of any such delegation will be provided to the TCEQ.

***Designated Location for Records Access and Review***

The PERFORMING PARTY designates the physical location identified in the original application for record access and review pursuant to any applicable provision of this contract.

**— End of Authorized Representatives/Location of Records —**

**SPECIAL CONDITIONS  
for  
TEXAS CLEAN FLEET PROGRAM (TCFP)**

**ARTICLE 1. SPECIAL CONDITIONS**

The PERFORMING PARTY agrees to these Special Conditions.

*{This Article is not applicable to this project. The Article number is retained for numbering continuity.}*

**— End of Special Conditions —**

**SCOPE OF WORK  
for  
TEXAS CLEAN FLEET PROGRAM (TCFP)**

The following Scope of Work contains information on the Grant Activity to be conducted and the expenses that will be reimbursed under this Contract. The information and data provided in the original Application submitted by the PERFORMING PARTY may have been altered after submittal to the TCEQ, to ensure that the information in the Contract is accurate. The PERFORMING PARTY has reviewed the Scope of Work and, by signing this Contract, ratifies, adopts, and agrees to all such alterations.

**ARTICLE 1. ACTIVITY NUMBERS**

1.1. The Project under this Contract is assigned the following project number 2020-06-0001-CF. The Activities under this Contract are assigned the following Activity Numbers listed below and identified by the last 4 digits of the Vehicle Identification Number (VIN):

| <b>Activity Number</b> | <b>Description</b>                     |
|------------------------|--|
| 001                    | Replace 1 On-Road School Bus, ID: 0547 |
| 002                    | Replace 1 On-Road School Bus, ID: 9535 |
| 003                    | Replace 1 On-Road School Bus, ID: 9405 |
| 004                    | Replace 1 On-Road School Bus, ID: 6887 |
| 005                    | Replace 1 On-Road School Bus, ID: 7527 |
| 006                    | Replace 1 On-Road School Bus, ID: 1966 |
| 007                    | Replace 1 On-Road School Bus, ID: 1967 |

1.2. The PERFORMING PARTY shall use the assigned Activity Numbers when tracking and reporting to the TCEQ on each Activity.

**ARTICLE 2. EMISSIONS REDUCTIONS AND COST-EFFECTIVENESS**

2.1. For purposes of this Contract, the emissions reduction and cost per ton projections provided in this Article shall apply.

2.2. The TCEQ has calculated the projected cost per ton of the Project as:

|              |   |
|--------------|---|
| \$159,666.95 | Project Cost Per Ton of NO <sub>x</sub> Reduced |
|--------------|---|

2.3. The TCEQ has calculated the projected NO<sub>x</sub> emissions reductions and cost per ton for each Activity as follows:

| <b>Activity Number</b> | <b>Total Tons of NO<sub>x</sub> Reduced</b> | <b>Annual Tons of NO<sub>x</sub> Reduced</b> | <b>Activity Cost Per Ton</b> |
|------------------------|---|--|------------------------------|
| 001                    | 0.4415                                      | 0.0883                                       | \$159,666.95                 |
| 002                    | 0.4415                                      | 0.0883                                       | \$159,666.95                 |
| 003                    | 0.4415                                      | 0.0883                                       | \$159,666.95                 |
| 004                    | 0.4415                                      | 0.0883                                       | \$159,666.95                 |
| 005                    | 0.4415                                      | 0.0883                                       | \$159,666.95                 |
| 006                    | 0.4415                                      | 0.0883                                       | \$159,666.95                 |
| 007                    | 0.4415                                      | 0.0883                                       | \$159,666.95                 |

2.4. The TCEQ has calculated the projected NO<sub>x</sub> emissions reductions for the Project as:

|        |                                       |
|--------|---------------------------------------|
| 3.0905 | Total Tons of NO <sub>x</sub> Reduced |
|--------|---------------------------------------|

|        |  |
|--------|--|
| 0.6181 | Annual Tons of NO <sub>x</sub> Reduced |
|--------|--|

**ARTICLE 3. ACTIVITY LIFE**

The duration of the Activity Life for Grant Activities performed under this Contract will be the earlier of 5 years or 400,000 miles of usage. The start and end date of the Activity Life for the Grant Activities will be established by the TCEQ in accordance with Article 1.1, General Conditions of this Contract.

**ARTICLE 4. AREAS OF USE**

4.1 The designated areas of use and percentage of annual use for the Grant Equipment under the Activity are listed below.

| Activity Number | Austin Area | BPA Area | Corpus Christi Area | DFW Area | El Paso Area | HGB Area | San Antonio Area | Tyler-Longview Area | CTZ |
|-----------------|-------------|----------|---------------------|----------|--------------|----------|------------------|---------------------|-----|
| 001             | n/a         | n/a      | n/a                 | n/a      | n/a          | n/a      | 75%              | n/a                 | n/a |
| 002             | n/a         | n/a      | n/a                 | n/a      | n/a          | n/a      | 75%              | n/a                 | n/a |
| 003             | n/a         | n/a      | n/a                 | n/a      | n/a          | n/a      | 75%              | n/a                 | n/a |
| 004             | n/a         | n/a      | n/a                 | n/a      | n/a          | n/a      | 75%              | n/a                 | n/a |
| 005             | n/a         | n/a      | n/a                 | n/a      | n/a          | n/a      | 75%              | n/a                 | n/a |
| 006             | n/a         | n/a      | n/a                 | n/a      | n/a          | n/a      | 75%              | n/a                 | n/a |
| 007             | n/a         | n/a      | n/a                 | n/a      | n/a          | n/a      | 75%              | n/a                 | n/a |

4.2 The PERFORMING PARTY agrees that, unless otherwise specified in the Special Conditions of this Contract, successful performance under this Contract requires operation of the Grant Equipment over the Activity Life for the percentage of annual use in the eligible counties listed in Section 4.1 of this Article. The PERFORMING PARTY is not required to operate the Grant Equipment for the specific percentages listed for each individual area, provided that the operation of the Grant Equipment meets the total percentage of annual use in all specified areas where a percentage is listed. Operation of the Grant Equipment in the areas without a percentage of use listed (marked n/a) may not count towards the total combined percentage of annual use unless authorized by the TCEQ, either through amendment of this Scope of Work or other authorization.

4.3 Regardless of the usage percentages for the Activity, the Grant Equipment must be operated at least 75% of Annual Usage in the designated eligible counties. These minimum percentage-of-use requirements are in addition to the requirements in Section 4.2 of this Article.

4.4 The eligible counties included in the areas identified in Section 4.1 of this Article are listed below.

- 4.4.1 Austin Area: Caldwell, Bastrop, Hays, Travis, and Williamson Counties
- 4.4.2 Beaumont-Port Arthur (BPA) Area: Hardin, Jefferson, and Orange Counties
- 4.4.3 Corpus Christi Area: Nueces and San Patricio Counties
- 4.4.4 Dallas-Fort Worth (DFW) Area: Collin, Dallas, Denton, Ellis, Henderson, Hood, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant, and Wise Counties
- 4.4.5 El Paso Area: El Paso County
- 4.4.6 Houston-Galveston Brazoria (HGB) Area: Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller Counties
- 4.4.7 San Antonio Area: Bexar, Comal, Guadalupe, and Wilson Counties
- 4.4.8 Tyler Longview Area: Gregg, Harrison, Rusk, Smith, and Upshur Counties
- 4.4.9 Clean Transportation Zone (CTZ): Include all areas listed above and the following counties: Aransas, Atascosa, Austin, Bee, Bell, Brazos, Burleson, Calhoun, Colorado, DeWitt, Duval, Falls, Fayette, Freestone, Frio, Goliad, Gonzales, Grimes, Hill, Jackson, Jim Wells, Karnes, La Salle, Lavaca, Lee, Leon, Limestone, Live Oak, Madison, Matagorda, McLennan, McMullen, Medina, Milam, Navarro, Refugio, Robertson, Victoria, Walker, Washington, Webb, and Wharton Counties

**ARTICLE 5. EQUIPMENT BEING REPLACED**

5.1 The PERFORMING PARTY as part of its responsibilities to the TCEQ agrees to replace the following equipment and complete disposition of the equipment in accordance with Article 13 of the General Conditions.

| Activity Number | Equipment Description | Equipment Year | GVWR   | VIN (last 4 digits) | Engine Year | Engine ID      | NOx Rate |
|-----------------|-----------------------|----------------|--------|---------------------|-------------|----------------|----------|
| 001             | School Buses          | 2004           | 29,000 | 0547                | 2003        | 7.4HM2N5110271 | 4.0      |
| 002             | School Buses          | 1999           | 23,800 | 9535                | 1999        | 74HM2U835038   | 4.0      |
| 003             | School Buses          | 1999           | 29,800 | 9405                | 1999        | 74HM2U0980015  | 4.0      |
| 004             | School Buses          | 2002           | 29,000 | 6887                | 2002        | 74HM2N5039692  | 4.0      |
| 005             | School Buses          | 2002           | 29,000 | 7527                | 2002        | 74HM2N5041392  | 4.0      |
| 006             | School Buses          | 2004           | 29,000 | 1966                | 2003        | 74HM2N5110060  | 4.0      |
| 007             | School Buses          | 2004           | 29,000 | 1967                | 2003        | 74HM2N5110243  | 4.0      |

**ARTICLE 6. GRANT EQUIPMENT**

6.1 The PERFORMING PARTY as part of its responsibilities to the TCEQ as stated in the General Conditions shall acquire the Grant Equipment listed below. The Gross Vehicle Weight Rating (GVWR) listed for a haul truck tractor-trailer combination or a dump truck permanently pulling a pup trailer may represent the Gross Combined Weight Rating (GCWR), rather than just the GVWR of the equipment by itself.

| Activity Number | Vehicle Description | GVWR   | Fuel Type | NOx Rate |
|-----------------|---------------------|--------|-----------|----------|
| 001             | School Buses        | 29,800 | LPG       | 0.2      |
| 002             | School Buses        | 29,800 | LPG       | 0.2      |
| 003             | School Buses        | 29,800 | LPG       | 0.2      |
| 004             | School Buses        | 29,800 | LPG       | 0.2      |
| 005             | School Buses        | 29,800 | LPG       | 0.2      |
| 006             | School Buses        | 29,800 | LPG       | 0.2      |
| 007             | School Buses        | 29,800 | LPG       | 0.2      |

6.2 The PERFORMING PARTY must also meet the requirements below when acquiring the Grant Equipment, unless otherwise authorized by the TCEQ in writing.

- 6.2.1 The Grant Equipment must be the same Equipment Description as stated in the table above.
- 6.2.2 The Grant Equipment must be manufactured for and intended to be used for the same primary function as the equipment being replaced.
- 6.2.3 The Grant Equipment must be new and may not have been subject to a first sale or lease prior to the purchase or lease as applicable to the program guidelines.
- 6.2.4 The Grant Equipment must be within the same heavy-duty GVWR (or for a combination truck and trailer, gross combined weight rating (GCWR) category) as stated in the table above:
  - a) Class 2b - 8,501 to 10,000 GVWR
  - b) Class 3 - 10,001 to 14,000 GVWR
  - c) Class 4 - 14,001 to 16,000 GVWR
  - d) Class 5 - 16,001 to 19,500 GVWR
  - e) Class 6 - 19,501 to 26,000 GVWR
  - f) Class 7 - 26,001 to 33,000 GVWR
  - g) Class 8a - 33,001 to 60,000 GVWR
  - h) Class 8b - over 60,000 GVWR or GCWR
- 6.2.5 The Grant Equipment engine must have the same fuel type as stated in the table above.
- 6.2.6 The Grant Equipment engine must be powered by electricity or be an engine certified to the current federal emissions standards applicable to that type of engine, as determined by the TCEQ.
- 6.2.7 The Grant Equipment must have the same or similar standard features necessary for performing the primary work for which the equipment is intended.

**ARTICLE 7. ACTIVITY GRANT AMOUNT**

7.1 The maximum amount that may be reimbursed for each Grant Activity is listed below.

| <b>Activity Number</b> | <b>Max % of Incremental Costs</b> | <b>Activity Grant Amount</b> |
|------------------------|-----------------------------------|------------------------------|
| 001                    | 80%                               | \$70,492.96                  |
| 002                    | 80%                               | \$70,492.96                  |
| 003                    | 80%                               | \$70,492.96                  |
| 004                    | 80%                               | \$70,492.96                  |
| 005                    | 80%                               | \$70,492.96                  |
| 006                    | 80%                               | \$70,492.96                  |
| 007                    | 80%                               | \$70,492.96                  |

7.2 Regardless of the maximum Activity Grant Amount, reimbursement is subject to the requirements of Article 9.8, General Conditions of this Contract, establishing a reimbursement limit of no more than 80% of eligible incremental costs for the Activity.

7.3 The maximum Activity Grant Amount and the percentage of incremental cost may be adjusted downward in accordance with the Contract and statutory limits on reimbursements. In addition, the reimbursement may not result in a Project Cost Per Ton over \$17,500, unless otherwise approved by TCEQ.

**— End of Scope of Work—**

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

January 14, 2021

Mr. Willie T. Burroughs  
San Antonio Independent School District  
141 Lavaca Street  
San Antonio, TX 78210

Re: Texas Clean Fleet Program (TCFP) Contract Number 582-21-22567-CF

Dear Mr. Burroughs:

Your application for a Texas Emissions Reduction Plan (TERP) TCFP grant has been approved. The Texas Commission on Environmental Quality (TCEQ) is pleased to provide you with a digital copy of the grant contract for your review and acceptance.

Please have the **Authorized Official SIGN** and **DATE** the contract in the designated boxes on the signature page and return within seven (7) days to accept. If a delay is anticipated, please contact us to arrange an extension. Please notify us immediately if you wish to decline the grant.

Changes to the contract cannot be made at this time but can be considered after it is effective, to the extent possible.

Please do not **ALTER** or **REPLACE** any pages of the contract. Return the contract signature page, **SIGNED** and **DATED** by the **AUTHORIZED OFFICIAL**, via physical mail or email to:

Attn: Ms. Debbie Horseman  
Air Grants Division, MC-204  
Texas Commission on Environmental Quality  
12100 Park 35 Circle  
Austin, TX 78753  
Debbie.Horseman@tceq.texas.gov

When we receive the signed contract, we will sign for TCEQ and the contract will be in effect. An executed copy will be provided to you. Thank you for your participation in this important program. If you have any questions about your grant contract, please contact TERP staff at 1-800-919-TERP (8377) or at [terp@tceq.texas.gov](mailto:terp@tceq.texas.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "AG".

Amancio Gutierrez, Team Leader  
Air Grants Division  
Texas Commission on Environmental Quality

AG/dh  
Enclosures