



# 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

Monday, January 11, 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

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>Governance</b>	
A.	Approval of the Resolution in Recognition of the 34th Annual Martin Luther King, Jr. March on January 18, 2021	4
B.	Approval of the Resolution in Recognition of National School Counseling Week beginning February 1 through February 5, 2021	6
C.	Approval of the Resolution in Recognition of Career and Technical Education (CTE) Month in February	8
D.	Update on SAISD's Response to the Ongoing COVID-19 Crisis and Associated Expenditures	10
<b>3.</b>	<b>Consent Agenda</b>	
A.	Approval of the Ratification of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and ImmSchools	11
B.	Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and Youth Literacy (SAYL)	20
C.	Approval of the Memorandum of Understanding (MOU) Between SAISD and Bartlett Cocke General Contractors	28
D.	Approval of the Memorandum of Understanding (MOU) Between SAISD and Tacit Growth Strategies, LLC	35
E.	Approval of the Memorandum of Understanding (MOU) Between SAISD and H-E-B	43
F.	Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas A&M University San Antonio (TAMUSA) for Dual Credit Courses	52
G.	Approval of the Memorandum of Understanding (MOU) Between SAISD and SME Education Foundation	68
H.	Approval of the Memorandum of Understanding (MOU) Between SAISD and 3Strands Global Foundation	76
I.	Approval of the District Partner Agreement Between SAISD and the UP Partnership	83
J.	Approval of the Memorandum of Understanding (MOU) Between SAISD and Advancement Via Individual Determination (AVID) Center for a "Pro Bono" Training Event and Related Programs for AVID Campus Leadership Development	96
K.	Approval of the Memorandum of Understanding (MOU) Between SAISD and Project QUEST, Inc.	101
L.	Approval of Monthly Budget Reports and Amendments for January 2021	106
<b>4.</b>	<b>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	

**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.

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)
3. Consultation with Superintendent and discussion regarding the Superintendent's recommendation to create the position of Executive Director-Human Capital Systems and Strategy and the candidate to be hired for the position of Executive Director-Human Capital Systems and Strategy (TGC 551.074)
4. Consultation with Superintendent and discussion regarding the Superintendent's recommendation to create the position of Senior Executive Director-Information Technology and the candidate to be hired for the position of Senior Executive Director-Information Technology (TGC 551.074)
5. Consider termination of the probationary contract of Lesley Stallworth pursuant to Texas Education Code Sections 21.104 and 21.1041 (TGC 551.071 and TGC 551.074)

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

**5. Adjournment**

A. Adjournment

**NOTICE:**

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

**SAISD BOARD AGENDA  
SUMMARY FORM**

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**AGENDA TITLE:** Approval of the Resolution in Recognition of the 34<sup>th</sup> Annual Martin Luther King, Jr. March on January 18, 2021

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

**REQUESTED BY:** Alicia M. Perry, SAISD Board Member

**PRESENTER:**        Alicia M. Perry

**MEETING DATE:** January 11, 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 34<sup>th</sup> Annual Martin Luther King, Jr. March on January 18, 2021.

This year marks the 34<sup>th</sup> anniversary of the annual Martin Luther King, Jr. March, which is celebrated as one of the nation's most revered civil rights leaders. The San Antonio community has been known for having the largest March in the nation with an estimated 300,000 attendees who gather to honor the life and legacy of Dr. King. Due to COVID 19 concerns, the 2021 Dr. Martin Luther King, Jr. March will be celebrated virtually. This year's theme is "The Dream Continues: Yesterday, Today, and Tomorrow". This March is sponsored by the City of San Antonio. The virtual event will share MLK March moments from years past. SAISD students, families, staff and community members are invited to participate in this year's virtual March and activities.

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

Resolved that the Board approve the attached resolution in recognition of the 34<sup>th</sup> Annual Martin Luther King, Jr. March on January 18, 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.



***Resolution in Recognition of the  
Annual Martin Luther King, Jr. March***

***Whereas***, in 2021 the San Antonio MLK Commission marks the 34<sup>th</sup> celebration of the Martin Luther King, Jr. March in San Antonio and will take place virtually;

***Whereas***, millions of individuals have been inspired by the life and work of Dr. Martin Luther King, Jr.;

***Whereas***, in the brief time that Dr. Martin Luther King, Jr. walked upon this earth, he devoted his life to strengthening the content of the American character and called on our Nation to live up to its founding principles of life, liberty, and the pursuit of happiness for all its citizens;

***Whereas***, through his determination, spirit, and resolve, Dr. Martin Luther King, Jr. helped lift souls and lead one of the greatest movements for equality and freedom in history;

***Whereas***, the San Antonio Independent School District wishes to honor the lasting legacy of this great American, remember the ideals for which he fought, and recommit ourselves to ensuring that our country's promise extends to all Americans across this great land;

***Whereas***, the San Antonio Independent School District encourages everyone to continue to celebrate the memory of Dr. Martin Luther King, Jr. by performing acts of kindness through service to others and by reflecting on how we can all keep his dream alive especially in a time of racial division across our country; and

***Now, Therefore, Be it Resolved*** that we, the Board of Trustees of the San Antonio Independent School District recognize Dr. Martin Luther King, Jr. and proudly supports the 34<sup>th</sup> Annual Martin Luther King, Jr. March Virtual March on January 18, 2021. We encourage the SAISD students, staff and community members to participate in this year's virtual March and its associated online activities during the City's Dreamweek Celebration January 18-25, 2021.

Adopted January 11, 2021  
by the San Antonio Independent School District Board of Education  
San Antonio, Texas

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Resolution in Recognition of National School Counseling Week beginning February 1 through February 5, 2021

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

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

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

**MEETING DATE:** January 11, 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 School Counseling Week beginning on February 1 through 5, 2021. The American School Counselor Association (ASCA) believes in one vision and one voice and works to ensure that it meets the needs of all professional school counselors. This year's theme for National School Counseling Week is "School Counselors: All in for All Students" which is intended to focus public attention on the unique contribution of professional school counselors. National School Counseling Week highlights the tremendous impact that counselors have in helping students achieve school success and how they work to maximize the academic, career, and personal development of all students.

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

Resolve that the Board approve the resolution in recognition of National School Counseling Week beginning on February 1 through 5, 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 School Counseling Week” on February 1-5, 2021**

*Whereas*, the American School Counselor Association believes in one vision and one voice and works to ensure that it meets the needs of all professional school counselors, regardless of setting, experience level or needs; and

*Whereas*, the San Antonio Independent School District believes school counselors are employed to help students reach their full potential and are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

*Whereas*, the school counselors help parents focus on ways to further the educational, personal and social growth of their children and work with teachers and other educators to help students explore their potential and set goals for themselves; and

*Whereas*, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

*Whereas*, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

*Now therefore be it resolved* that the Board of Trustees of the San Antonio Independent School District joins the American School Counselor Association in proclaiming February 1-5, 2021 as “National School Counseling Week”.

--Adopted January 11, 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:** Approval of Resolution in Recognition of Career and Technical Education Month in February 2021

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

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

**PRESENTER:** Johnny Vahalik, Sr. Executive Director College, Career and Military Readiness

**MEETING DATE:** January 11, 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 Career and Technical Education Month in February 2021 in SAISD.

The Association for Career and Technical Education strives to empower educators to deliver high quality CTE programs that ensure all students are positioned for career success. CTE Month is a public awareness campaign that takes place in February to celebrate the value of CTE and the achievements and accomplishments of CTE programs across the country.

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

Resolved that the Board approves the attached Resolution in recognition of “Career and Technical Education Month” in February in SAISD.

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

None

### **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 FEBRUARY 2021 AS  
“CAREER AND TECHNICAL EDUCATION MONTH”**

**WHEREAS**, February 2021 is declared as the “Career and Technical Education Month” to recognize the value of Career and Technical Education;

**WHEREAS**, the San Antonio Independent School District believes Career and Technical Education is committed to preparing our students for an ever-changing world, by providing rigorous instruction aligned with the demands and expectations of industry needs and local workforce;

**WHEREAS**, career and technical education directly prepares students for high-wage, high-demand careers covering many different fields, including health care, information technology, advanced manufacturing, hospitality and management and many more;

**WHEREAS**, career and technical education offers opportunities for student leadership experiences supporting personal and professional growth, opportunities to apply academic knowledge and skills in meaningful contexts through partnerships with business, industry, and community;

**WHEREAS**, the comprehensive, innovative approach of career and technical education prepares students as global citizens for a lifetime of career and education choices to include SAISD students earning over 800 industry based certifications in 2019-2020;

**NOW, BE IT FURTHER RESOLVED** that we, the Board of Trustees of the San Antonio Independent School District, joins the Association for Career and Technical Education in proclaiming February 2021 as “Career and Technical Education Month”.

Approved and adopted January 11, 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:** 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:** January 11, 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.

During the March 17<sup>th</sup> Board meeting, 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. In addition, an overview of expenses incurred to date will be provided, if applicable.

### **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 Ratification of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and ImmSchools**

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

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

**PRESENTER:**        Esmeralda Alday, Executive Director for Bilingual, ESL, & Migrant

**MEETING DATE:** January 11, 2021

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

The Board is requested to approve the ratification of the renewal of the Memorandum of Understanding (MOU) between SAISD and ImmSchools for the purpose of working collaboratively with district educators and school staff to better support and meet the needs of immigrant and undocumented students and families, with the purpose of increasing access to information and resources, increasing trust between immigrant families and schools, and creating a safe and welcoming culture where all students can thrive regardless of their immigration status.

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

Recommend that the Board approve the ratification of the renewal of the Memorandum of Understanding (MOU) between SAISD and ImmSchools as presented.

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

Approximately \$55,750.00 from the following local budgets:

199-61-6499-00-805-1-99-803	\$ 5,000.00
163-13-6499-00-830-1-99-803	\$ 8,000.00
198-13-6499-00-878-1-66-008	\$ 6,000.00
198-13-6499-00-803-1-99-803	\$13,000.00
198-61-6499-00-803-1-99-803	\$23,750.00

### **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.

**IMMSCHOOLS**  
**Memorandum of Agreement with**  
**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**THIS MEMORANDUM OF AGREEMENT** (“Agreement”) is effective on NOVEMBER 19, 2020 by and between **ImmSchools**, a Texas 501(c)3 non-profit organization with offices located at PO Box 181029 Dallas Texas 75218, and **SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**, a **local governmental entity of the State of Texas**, each individually a “Party” and sometimes collectively referred to as the “Parties.”

**PARTIES:** ImmSchools and the San Antonio Independent School District (SAISD) enter into this Memorandum of Agreement for the purpose of building the capacity of district educators and school staff to better support and meet the needs of immigrant and undocumented students and families, with the purpose of increasing access to information and resources, increasing trust between immigrant families and schools, and creating a safe and welcoming culture where all students can thrive no matter their immigration status.

**WHEREAS**, ImmSchools is a non-profit organization that works with school districts and educational organizations and entities to provide high-quality professional development and capacity building for educators and school staff who work (directly and indirectly) with undocumented and immigrant students and families in K-12 and beyond.

**WHEREAS**, San Antonio Independent School District desires to engage ImmSchools to perform certain services and ImmSchools desires to perform such services, pursuant to the terms and conditions as stated in this Agreement.

**NOW, THEREFORE**, for the mutual consideration described in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereby agree as follows:

**AGREEMENT**

**SECTION I: SERVICES**

ImmSchools will provide the following services to SAISD staff and to SAISD students and families:

- Professional and leadership development that equips SAISD teachers, school staff, and personnel, with information, resources, tools, and practices to support and better meet the needs of K-12 students who are immigrant, undocumented, or are part of mixed-status families.

- Provide workshops and pláticas around Know Your Rights information in and outside of school for immigrant students and families, increasing their access and trust with SAISD.
- Provide strategic and programming support in district events like The Dream Summit, The Authentic Engagement Partnership, and other similar immigrant related events.

### **COST OF SERVICES**

SAISD will compensate ImmSchools a total of **\$55,750** for the delivery of services outline in “Description of Services” listed under APPENDIX I, and for the term stated below.

### **TERM:**

The term of the Agreement is November 19, 2020 (the "Effective Date") through June 30, 2020 and is subject to annual approval by the SAISD. The term may be renewed for additional periods, after the Agreement is reviewed by both Parties for any necessary revisions, unless terminated in accordance with the provisions hereof. Revisions will be incorporated into the Agreement by way of an amendment to the Agreement, which must be signed by both Parties.

### **AGREEMENTS:**

ImmSchools hereby contracts with San Antonio ISD to provide, and San Antonio ISD hereby contracts with ImmSchools to provide the Services, in accordance with this Agreement and the General Terms and Conditions set forth in Section II: General Terms and Conditions.

### **SECTION II: GENERAL TERMS AND CONDITIONS**

This Agreement shall be executed in accordance with the laws of the State of Texas, and all obligations of the Parties created by this Agreement, are performable in Bexar County.

This Agreement constitutes the sole and only Agreement of the Parties to the Agreement and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this Agreement.

No amendment, modification or alteration of this Agreement shall be binding unless it is in writing, dated subsequent to this Agreement and only executed by the Parties to this Agreement.

No waiver by the Parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

### **SECTION III: INDEMNITY**

ImmSchools and SAISD (as for SAISD, only to the extent allowable by law), agree to mutually indemnify and hold each other harmless, and its officers, agents and employees from any and all lawsuits, claims, actions, losses, damages, claims or liability of any character, type of description, including without limitation, all expenses of litigation, including court costs and attorney's fees, resulting from the injury or death of any person, injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by the negligent act or acts (whether that negligence is the sole or contributory cause of the injury death or damage) of ImmSchools, its agents or employees to the extent allowable under Texas law during the term of this agreement.

#### **SECTION IV: TERMINATION**

This agreement may be terminated as follows:

If either Party commits any breach of or defaults in any terms or conditions of this Agreement, including without limitation failing to maintain insurance coverage required by this Agreement, either Party may terminate this Agreement immediately upon written notice of default to the other Party,

If at any time either Party does not have the necessary current licenses, permits or rights required for the performance of its obligations under this Agreement, either Party shall have the right to cancel this Agreement immediately upon written notice to the other Party.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days prior written notice to the other Party.

#### **SECTION V: MISCELLANEOUS PROVISIONS**

The district may not assign its rights or obligations under this Agreement to a third party without the express prior written consent of ImmSchools who may withhold such consent in its sole discretion. Likewise, ImmSchools may not assign any of its obligations and responsibilities under this Agreement without the express written approval of SAISD.

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times. If, for any reason, any provision or portion of any provision of this Agreement is held invalid, such invalidity shall not affect any other provision or portion of any provision not held so invalid and each other provision of this Agreement shall continue in full force and effect.

If any legal action is commenced or necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and any other relief to which that party may be entitled in law.

All notices given under this Agreement must be in writing and delivered to the respective addresses of the Parties set forth in the Agreement or to any new address provided by a Party in accordance with this notice provision. If notice is given by mail, it must be by certified mail, return receipt requested. Notice may also be by facsimile, by courier or overnight delivery. All notices hereunder shall be effective only on actual receipt (as evidenced by signature or by electronic confirmation of a facsimile), except that if notice is given by facsimile on a day that is not a regular business day of the recipient or after 5:00 p.m. On a regular business day of the recipient, such notice shall be effective on the next regular business day of the recipient.

**SECTION VI: REPRESENTATION**

San Antonio Independent School District represents, warrants and certifies that all information provided to ImmSchools by the District in connection with this agreement is true and correct in all respects to the best of its knowledge and belief. The execution, delivery and performance of this agreement by the district has been duly authorized, and the person executing this agreement on behalf of San Antonio Independent School District has been duly authorized to do so.

**SECTION VII: EXECUTION**

This agreement may be executed in multiple counterparts, all of which shall constitute one agreement. A facsimile of an executed counterpart shall have the same effect as the original executed counterpart.

**IN WITNESS WHEREOF**, ImmSchools and San Antonio Independent School District have executed this Agreement as set forth above:

**ImmSchools**

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

Name: Viridiana Carrizales  
\_\_\_\_\_

Title: Co-Founder & CEO  
\_\_\_\_\_

Address: P.O Box 181029  
\_\_\_\_\_  
Dallas, TX 75218  
\_\_\_\_\_

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

Name: Pedro Martinez  
\_\_\_\_\_

Title: SAISD, Superintendent  
\_\_\_\_\_

Address: 141 Lavaca St  
\_\_\_\_\_  
San Antonio, TX 78210  
\_\_\_\_\_

## APPENDIX I



# ImmSchools/Black Outside & SAISD Proposal

October 2020

## Context/Background

ImmSchools is an immigrant-led non-profit organization that partners with K-12 schools and educators to support undocumented students and families by leading professional development, immigrant-centered workshops, and advocating for immigrant-friendly policies in schools. ImmSchools entered into a partnership with Black Outside, Inc which offers transformative outdoor education experiences for youth of color across central Texas. Both ImmSchools and Black Outside will co-design and facilitate educator professional development sessions and family workshops on the impact that race, social justice, and immigration have on our students and their families.

ImmSchools seeks to partner with the San Antonio Independent School District for a year-long partnership, which will build the knowledge and capacity of the districts' work in supporting immigrant and undocumented students and families, as well as provide direct support and guidance to specific schools within the district.

## Proposal of Work

### *District Level Support*

- Professional development sessions

Through a series of professional development sessions, administrators, district, department and school leaders will increase their understanding and have concrete action steps on ways they can create a safe and welcoming culture and support systems for immigrant students and their families.

- A total of six (6) sessions from any of the four (4) sessions below:

- Intersection of Race & Immigration Session
- Supporting Undocumented Students Foundational Session
- Justice, Equity, Diversity, and Inclusion Session in our Schools Session
- College Access for Immigrant Students Session

- Consulting hours/District-wide support

Consulting support from ImmSchools includes connecting 1x1 with department/district leaders, planning support for Dream Summit, district/department guidance, Justice, Equity, Diversity and Inclusion support, outreach and connections to immigrant orgs and advocates, and other relevant support.

- Family and Student Platicas

ImmSchools and Black Outside will plan and facilitate *platicas* for district-wide events, engaging parents and students in the decision-making process of district policies and practices that impact their education.

- Up to 17 district-wide virtual *platicas* for 2020-2021 school year
- *Platicas* will be facilitated in English, Spanish, or in both languages.

- Resource Development and Support

Development of in-depth and district-wide resources for undocumented students and families. Resources will be translated in languages selected by district.

- Up to 3 resources per school year

### *School Level Support*

- Professional Learning Community

PLCs will be comprised of 3 participating schools\*. Black Outside and ImmSchools will co-lead a series of four (4) sessions aimed at building their understanding and capacity around the needs, assets, resources, strategies and approaches to supporting the educational journey of multilingual learners, immigrant youth, and undocumented students from diverse communities. Participants will go through a 3-part series that will culminate with a Master Class where they will design, plan, and implement a classroom or school project that uplifts the experiences of Black and undocumented students. The PLC will be conducted as follow:

- A total of four (4) 1.5-hour sessions, three (3) will be facilitated between October - February, with a final Master Class session facilitated between March - May.
  - #1 Intersection of Race & Immigration Session
  - #2 Supporting Undocumented Students Foundational Session
  - #3 Justice, Equity, Diversity, and Inclusion Session in our Schools Session
  - #4 Master Class (optional to participate in an outdoor experience)

*\*Schools will be pre-identified by SAISD*

- Student and Family *Platicas*

*Platicas* will be facilitated in English and Spanish and will provide a safe and brave space for families and students to engage in conversations around their rights, higher education opportunities, social justice, race, and other topics selected by parents.

- A total of 6 Student and Family *Platicas*, two (2) *platicas* per participating campus.

- Consulting hours/School-wide support

Each school campus will receive a total of 10 consulting hours/school support which includes problem solving with parents and students, teacher and school staff support, strategic planning and guidance for school leaders around supporting and partnering with undocumented students and families.

### District Level Estimated Costs (Itemized)

<b>Item</b>	<b>Quantity</b>	<b>Total Cost</b>
<i>Professional Development Sessions (\$1,500 per 1.5 hr session)</i>	6	\$9,000
<i>Consulting hours / content planning and support (Minimum of 40hr/year, \$150 per hour)</i>	40	\$6,000
<i>District-wide Family and Student Platicas. 4 distinct platicas facilitated by ImmSchools &amp; Black Outside; 1.5 hour each with 2 facilitators. (\$1,250 per district-wide platica)</i>	17	\$21,250
<i>Resource Development &amp; Support (~10 hrs to develop and translate 3 resources, \$150 per hour)</i>	3	\$1,500

### School Level Support Estimated Costs (Itemized)

<b>Item</b>	<b>Quantity</b>	<b>Total Cost</b>
<i>Professional Learning Community - Professional development A total of four (4) 1.5-hour sessions, led by 2 ImmSchools &amp; Black Outside staff members. Each PLC will have no more than 35 participants from 3 schools.</i>	4	\$6,000
<i>Family and Student Platicas. 6 distinct platicas facilitated by ImmSchools &amp; Black Outside; 1.5 hour each with 2 facilitators.(\$1,250 per school platica)</i>	6	\$7,500
<i>Consulting hours / content planning and support (A combined 30 hrs (10hr per school)/year, \$150 per hour)</i>	30	\$4,500

### FY 2020 - 2021 Total Costs

<b>Item</b>	<b>Cost</b>
<i>District Level Support</i>	\$37,750
<i>School Support (3 schools)</i>	\$18,000
<i>Total</i>	\$55,750



# BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

Department:	Bilingual, ESL, and Migrant
Board Meeting Date:	January 11, 2021
Agenda Title:	Approval of the Ratification of the Renewal of the Memorandum of Understanding (MOU) between SAISD and ImmSchools
Presenter:	Esmeralda Alday, Executive Director
Cost:	\$55,750

## IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
		90			

## 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>This Memorandum of Understanding (MOU) is a renewal of the partnership between SAISD and ImmSchools.</p> <p>The partnership would be a continuation after two years of ImmSchools working with SAISD campuses, families, and the Office of Academics. The partnership with ImmSchools has resulted in numerous well- attended immigrant family engagement events such as college pláticas (community conversations), “Know Your Rights” sessions, 3 Dream Summits as well as professional learning sessions for ESL teachers and department leaders. ImmSchools hosted 4 parent engagement and feedback events in English and Spanish for the Student Code of Conduct.</p> <p>The partnership is being expanded to encompass additional parent and student pláticas, an expanded menu for professional development including Intersection of Race &amp; Immigration and Justice, Equity Diversity and Inclusion sessions, Professional Learning Community support for schools, and consulting hours for district-level staff.</p>
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Renewal of the Memorandum of Understanding (MOU) Between SAISD and San Antonio Youth Literacy (SAYL)

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

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

**PRESENTER:** Kendra Doyle, Executive Director, Curriculum, Instruction & Assessment

**MEETING DATE:** January 11, 2021

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

The Board is requested to approve the renewal of the Memorandum of Understanding (MOU) between SAISD and San Antonio Youth Literacy (SAYL) in support of promoting the literacy skills of at-risk youth. This coordinated effort will provide one-on-one tutoring in reading for children in second grade, increase children's self-confidence and desire to read, and measurably increase the reading level of each student who is tutored. Each SAYL volunteer reading tutor will read with children on site, or on a virtual platform.

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

Be it resolved that the Board approve the renewal of the MOU between SAISD and San Antonio Youth Literacy as presented.

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

N/A

### **IV. 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 YOUTH LITERACY**  
**AND**  
**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**2020-2021**

**I. Purpose**

The purpose of this MEMORANDUM OF UNDERSTANDING (MOU) is to establish a general working agreement between SAN ANTONIO YOUTH LITERACY (SAYL) and SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (SAISD). This is an effort to coordinate policies and practices in order to uphold the following objectives:

- To provide one-on-one tutoring in reading for children in second grade at no cost to the school district.
- To increase children's self-confidence and desire to read.
- To measurably increase the reading level of each student who is tutored.

This MOU represents a non-legally binding expression of SAYL and SAISD in mutual support of promoting the literacy skills of San Antonio's at-risk youth.

By entering into this agreement, SAYL and SAISD acknowledge that they will work in partnership to achieve and fulfill the objectives of this affiliation.

**II. Expectations**

SAISD agrees to commit to the following:

- To process the criminal background checks for each participating volunteer before the volunteer begins working with the children in the SAISD facility/school. SAISD will notify SAYL of clearance within 48 hours of submission date
- To provide any additional information or school protocol to volunteers, as it relates to volunteering,
- To provide a designated Site Director selected by the campus principal that will be the main point of contact between the individual campuses and SAYL
- To provide each volunteer reading tutor with a space to read with the children within the supervision of Program Site personnel/school liaison
- To provide SAYL with consistent available times for volunteers to read with children at the site, in a timely manner or on a virtual platform approved by SAISD
- To maintain communication with SAYL via phone, fax, or email in all matters concerning SAYL partners, staff, policies, program, and SAYL Reading Buddies

October 2020

- To provide information on any testing or event that will conflict with tutoring times in a timely manner that will allow SAYL time to inform the Reading Buddies
- To provide current assessment data (F&P, MAP, etc.) on all students in or considered for the program in a timely manner, as agreed upon per the Data Sharing Agreement. This includes end of year data used to identify students for the program as well as October, January and May assessment data from current year used to monitor the program
- To provide staff support to SAYL Reading Buddies. SAISD will ensure that each campus sends their designated Site Director to train prior to the implementation of the program
- To support efforts by SAYL to register eligible students and, if required by the school, obtain parent permission to participate in the program
- To provide student data at the campus level for each student that participates in SAYL Reading Buddy program. Individual student ID #'s will be provided to SAYL at the beginning of the school year
- To immediately notify SAYL of any issues that might affect the implementation of the program, which includes the District needing to exercise its right to exclude any volunteer from further participation in the event of some disruption or misconduct by the volunteer.
- To respond to all SAYL staff questions and/or concerns in a timely manner so long as answering questions does not conflict with SAISD daily activities
- Books provided for this program are the property of SAISD. In the event of termination of this agreement by either party, books shall continue to be used for the explicit purpose of helping children's reading readiness

SAYL agrees to commit to the following:

- To follow the SAISD process for criminal background checks for each participating volunteer
- To provide SAYL Reading Buddies with training, support, encouragement, and supervision while involved in the program
- To maintain applications and records on each SAYL Reading Buddy
- To provide a reading trunk and other program materials to program site, and to ensure the quality of the program materials, and replace as needed, for the duration of the program. To otherwise provide digital reading material or resources in a virtual tutoring session. All program supplies will be returned to SAYL in the event of termination of this agreement by either party.
- To generate and maintain the Student Priority List at each campus
- To share project evaluation results
- To conduct periodic site visits
- To respond to Program Site staff questions or concerns in a timely manner

### III. Implementation

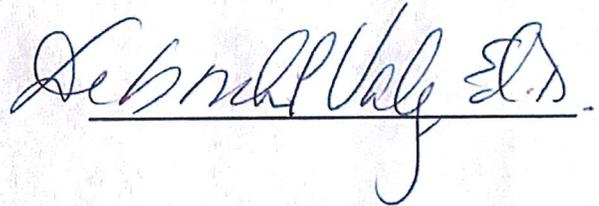
This MOU will be effective upon the signature of the official representative(s) of SAISD and SAYL and shall remain in effect until June 2021. This MOU may be amended at any time by mutual written consent of the authorized parties to the MOU. In the event that termination is requested by either party, 30 days written notice shall be given prior to termination.

Prior to the start of each school year, parties agree to review, and revise MOU based on any appropriate changes to the program.

Pedro Martinez  
Superintendent  
San Antonio Independent School District  
141 Lavaca  
San Antonio, TX 78210

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Deborah L. Valdez, Ed.D. Executive  
Director  
San Antonio Youth Literacy San  
Antonio, TX 78232



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October 2020

SAN ANTONIO YOUTH LITERACY AND SAN ANTONIO ISD DATA SHARING AGREEMENT  
FOR SCHOOL YEAR 2020-2021

San Antonio Youth Literacy (SAYL) is requesting access to San Antonio ISD reading benchmark assessment data (Fountas & Pinnell, etc.) for the purposes of identifying students appropriate for the SAYL program and for monitoring the progress of students in the SAYL program. The specific information requested will be by student first and last name and SAISD Student ID number and will allow individual tracking of the following information: grade level, gender, ethnicity, and reading benchmark assessments levels with supporting information. SAYL also requests 3rd grade STAAR reading scores of former program participants to measure the longevity of reading gains.

SAYL will request that teachers identify students for inclusion in the program by using end of previous year assessment data. While the SAYL program is predominantly a second-grade reading program and in most cases the data used to identify students for the program will be end of first grade data, there are occasionally specific circumstances in which the school requests that SAYL work with students in other grades. In that case, the appropriate assessment data would be used to determine reading level.

In addition to determining inclusion in the program, this assessment data will be used to determine the initial reading level for the student. As additional assessments are conducted by the district, the new assessment levels for students in the program will be shared with SAYL and used by SAYL to monitor student progress and to determine overall improvement over the course of the school year. SAYL will receive the assessment data following the October, January, and May assessments by the 15<sup>th</sup> of the month following the assessments. If a school conducts assessment at a different time, SAYL will receive the assessment data on the 15<sup>th</sup> of the month following assessments.

Only data pertaining to students in the SAYL program or potential students for the SAYL program will be shared. This data will be considered confidential and will not be shared outside of the SAYL program in any manner that identifies the assessment level of a particular student.

Dr. Kenneth Thompson  
Chief Information Officer  
San Antonio Independent School District  
141 Lavaca  
San Antonio, TX 78210

Deborah L. Valdez, Ed.D.  
Executive Director  
San Antonio Youth Literacy  
San Antonio, TX 78232



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October 2020

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
Vendor Data Confidentiality Agreement Form

San Antonio Youth Literacy (hereinafter referred to as "Vendor"), has requested data from the District database (hereinafter referred to as "District data" or "data") maintained by San Antonio Independent School District (hereinafter referred to as "SAISD" or "District"). Vendor has or intends to enter into a contract/license/other agreement ("Contract") with SAISD to provide services to SAISD. Vendor has requested or intends to request access to data for the purpose of providing the services specified in the Contract. SAISD has agreed or intends to provide the requested data, provided that Vendor agrees to comply with the terms and conditions set forth in this Confidentiality Agreement. **THIS AGREEMENT SUPERSEDES AND REPLACES ANY AND ALL OF VENDOR'S TERMS AND CONDITIONS TO THE CONTRARY REGARDING THE FOLLOWING DESCRIBED "APPLICABLE DATA."**

**Applicable Data**

This agreement applies to Student data, Financial data, Payroll data, Demographic data, and any or all other data that Vendor has accessed or received from the District. Vendor hereby agrees that it will use the District data solely for the purpose of providing the services specified in the Contract with SAISD.

**Student Data in Particular**

SAISD will provide student data that may contain personally identifiable information from an education record of a student to Vendor pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g (b)(1)(F), and regulations issued under FERPA, 34 C.F.R. § 99.31 (a)(6). Vendor agrees that it will maintain the confidentiality of the data in accordance with 20 U.S.C. § 1232g(b)(1)(F), 34 C.F.R. §99.31(a)(6), and the terms of this Confidentiality Agreement.

For purposes of this Confidentiality Agreement, the term "personally identifiable information from an education record" may include, but is not limited to: (a) the student's name; (b) the name of the student's parent or other family member; (c) the address of the student or the student's family; (d) a personal identifier such as the student's social security number or other student number; (e) information about a group of students that contains five (5) or fewer students; (e) a list of personal characteristics that would make the student's identity known or easily traceable; and (f) any other information that would make the student's identity known or easily traceable.

Vendor agrees that it will always maintain the confidentiality of personally identifiable student information contained in the District data and will keep the data in a secure location. Vendor shall restrict access to personally identifiable student information to only those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by students or parents of students whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of student data to Vendor and to take legal action against the vendor for damages or other relief.

**Financial, Payroll, Employee, Vendor, Demographic, or other District Data in Particular**

For purposes of this Confidentiality Agreement, the terms "Financial, Payroll, Employee, Vendor, Demographic, or other District data", includes but is not limited to, data that includes employee or vendor names; employee identification numbers; federal identification numbers; social security numbers; and/or vendor or employee home or work addresses, phone numbers, birthdates, job titles, pay amounts, email addresses, bank account numbers, bank routing numbers, and/or check numbers. Vendor agrees that he/she will maintain the confidentiality of all District data contained in the District records Vendor receives or obtains access to at all times and will keep the District data in a secure location. Vendor shall restrict access to all data contained in the District records to those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by affected employees and/or vendors whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of any or all data including employee, vendor or any other District data previously made accessible to Vendor.

**Other Terms and Conditions**

Vendor agrees to keep secret any District system information, including all documentation, database or table descriptions, data schema, diagrams, and other materials containing any portion of the District data structures or other District system specifications.

Vendor agrees to provide newly-generated or collected data (such as assessment scores, student course selections, payroll data, employee attendance data, or other data) to the Office of Technology and Management Information Services in a mutually agreeable format using secure file transfer protocols. Vendor agrees that it will not release or disclose any of the District data in any manner except as expressly described in this Confidentiality Agreement, unless Vendor has received prior written authorization from the District.

Should there be a breach of confidentiality by Vendor and a release of District data (including but not limited to personally identifiable student data) to any third party not a party to this agreement, Vendor hereby agrees to provide immediate notification services to the appropriate parties at its sole expense, including but not limited to, providing notice to the District, the affected student, the parents of the affected student, the affected employee, and/or the affected vendor regarding the release of confidential data that has occurred. Furthermore, Vendor will promptly indemnify, defend, and hold harmless District, its present and future officers, employees and agents, from and against all claims, suits, demands, damages, losses, judgments, fines and costs, including reasonable attorney's fees and court costs, made against District or its officers, employees or agents to the extent they arise from Vendor's negligent acts or omissions, or willful misconduct or violation of law in the performance of services for District that lead to a breach of this Confidentiality Agreement.

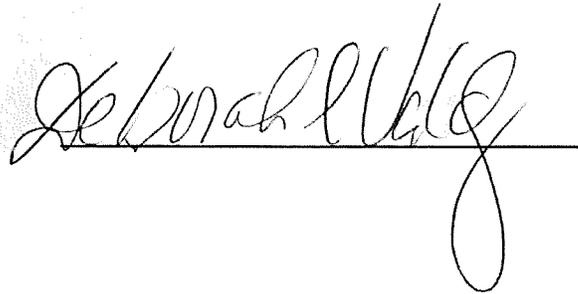
Vendor agrees that it will promptly return the District data and system information to SAISD upon written request by SAISD or when the Vendor contract ends. Vendor further agrees that it will delete and not retain the District data or system information when it is no longer needed for the purposes described in this Confidentiality Agreement and the Vendor contract.

Nothing in this agreement shall affect in any way Vendor's use of personally identifiable information received from any person other than SAISD, its employees or agents, or from SAISD students.

By signing below, Vendor accepts and agrees to the terms and conditions set forth in this Confidentiality Agreement.

Dr. Kenneth Thompson  
Chief Information Officer  
San Antonio Independent School District  
141 Lavaca  
San Antonio, TX 78210

Deborah L. Valdez, Ed.D.  
Executive Director  
San Antonio Youth Literacy  
San Antonio, TX 78232



A handwritten signature in black ink, appearing to read 'Deborah L. Valdez', is written over a horizontal line. The signature is stylized and cursive.

**If document does not apply, you must still sign and mark N/A**



# BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

Department:	Curriculum, Instruction, & Assessment
Board Meeting Date:	January 11, 2021
Agenda Title:	Approval of the Renewal of the Memorandum of Understanding (MOU) between SAISD and San Antonio Youth Literacy (SAYL)
Presenter:	Kendra Doyle, Exec. Dir., Curriculum, Instruction & Assessment
Cost:	\$0.00

## IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
3,137	177	60	\$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 Youth Literacy (SAYL) is a non-profit organization which provides reading and comprehension assistance to students by partnering students with a community reading buddy. Volunteers are matched with students to provide reading practice that is responsive to individualized student needs including literacy gaps.</p> <p>SAYL has reported across Bexar County that 94% of students participating in the program demonstrate improvement by at least one reading level, and on average participating students improve by 4.45 reading levels.</p> <p>The SAYL MOU is a renewal to continue community partnerships that improve literacy achievement of our students. The renewal reflects changes made in response to the pandemic by requiring volunteers to meet with the students on a virtual platform, rather than in person.</p> <p>SAYL will work with campuses and individual teachers, to match identified students with volunteers, create a regular schedule for meetings, and identify the appropriate digital platforms to facilitate the session.</p>
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and Bartlett Cocke General Contractors

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

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

**PRESENTER:** Johnny Vahalik, Sr. Executive Director College, Career and Military Readiness

**MEETING DATE:** January 11, 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 Bartlett Cocke General Contractors to support the Construction Science P-TECH at Sidney Lanier High School as an industry partner. Industry partnerships are a requirement of the P-TECH model and an integral part of providing advisory functions, mentorships, internships, and other work-based learning activities.

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

Recommend that the Board approve the MOU with Bartlett Cocke General Contractors as an industry partner in the Construction Science P-TECH at Sidney Lanier High 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.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
BARTLETT COCKE GENERAL CONTRACTORS AND SAN ANTONIO  
INDEPENDENT SCHOOL DISTRICT**

Bartlett Cocke General Contractors (BCGC) and San Antonio Independent School District (“SAISD”) on behalf of Lanier High School (“P-TECH”) enter into this Memorandum of Understanding (“MOU”) to develop a partnership to develop and implement a P-TECH program for 9<sup>th</sup> through 14<sup>th</sup> grade level program as outlined and aligned to the design elements listed in the Texas Education Agency’s P-TECH blueprint.

This MOU intends to define the roles and responsibilities of a strong partnership between business and industry partners and SAISD to provide a detailed plan for program oversight and advisory and to provide work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.

**Mutual Understanding**

BCGC and SAISD agree to work together to support the following common goals:

- Inform the partner of any changes that may impact service delivery;
- Develop a method of communicating needs and challenges;
- Collaborate to encourage students to pursue industry certifications, post-secondary education, career and internship opportunities; and
- Work in partnership to establish additional partners to support the P-TECH program.

BCGC agrees to partner or support the program in the following checked items:

<b>Cannot Support:</b>	<b>Will Support:</b>	<b>Activity</b>
_____	___x___	Provide an industry/business partner liaison with decision-making authority who interacts directly and frequently (in person or virtually) with P-TECH leadership (Benchmark 1: School Design; Element #2b);
_____	___x___	Assist in the development of the course path and program monitoring (Benchmark 3: Strategic Alliances);
_____	___x___	Assist in defining the industry certifications that will be acquired and the standards/curriculum that will be followed to achieve stated certifications (Benchmark 3: Strategic Alliances);
_____	___x___	Provide when applicable access to business and industry partners and work-based learning facilities, services, and resources (virtual and/or physical) (Benchmark 3: Strategic Alliances);
_____	___x___	Assist in establishing an advisory board which meets regularly and includes representatives from a variety of stakeholders such as; school board, community, economic development partners, relevant industry subject matter experts for program pathways, and IHE to provide support and guidance to the P-TECH in resource acquisition, curriculum development, work-based

**Cannot Support: Will Support:**

**Activity**

_____	_____	learning, and student/community outreach to ensure a successful academic and career pipeline (Benchmark 3: Strategic Alliances);
_____	___x___	Assist in identifying, creating, and maintaining a list of high-demand occupations and programs of study and identify as local needs change, within our expertise and to the best of our knowledge (Benchmark 4: Curriculum, Instruction, and Assessment);
_____	___x___	Assist in recruiting and screening employees that will mentor students;
___x___	_____	Provide opportunities when applicable to teachers to receive training like externships or other events (Benchmark 1: School Design; Element # 6).
_____	___x___	Assist in developing a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships (Benchmark 3: Strategic Alliances);
_____	___x___	Participate in defining and reviewing annual outcomes-based measures (Benchmark 1: School Design; Element # 3b);
_____	___x___	Participate in advisory and leadership team meetings that will meet regularly (in person and/or virtually) with school district staff, campus staff, other industry partners, chamber of commerce, non- profit foundations and Alamo Colleges (Benchmark 1: School Design; Element # 4);
_____	___x___	Assist in developing roles and responsibilities for worksite supervisors, mentors, teachers, support personnel, and other partners (Benchmark 3: Strategic Alliances);
_____	___x___	Assist in developing a career mentoring program (Benchmark 3: Strategic Alliances);
_____	___x___	Support when applicable for students' activities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives (Benchmark 3: Strategic Alliances);
_____	___x___	Provide a student who receives work-based training or education from the partner under the P-TECH program the opportunity to interview for any jobs for which the student is qualified that are

**Cannot Support: Will Support:**

**Activity**

available on the student's completion of the program (Benchmark 3: Strategic Alliances);

\_\_\_\_\_   x  \_\_\_\_\_

Assist in recruiting additional business and industry partners to support the P-TECH program;

SAISD will:

- Provide a smaller learning community within a larger high school as the P-TECH program;
- Designate a building level leader who has scheduling, hiring, and budget decisions that will coordinate with the Industry/Business partner liaison (Benchmark 1: School Design; Element 2a);
- Coordinate with business and industry partners to establish annual assessment measures and provide an opportunity for the industry/business partners to provide feedback on the value of the P-TECH program (Benchmark 4: Curriculum, Instruction, and Assessment);
- Coordinate with San Antonio College and business and industry partners to ensure curriculum alignment between high school, post-secondary and industry experience requirements;
- Establish a procedure or manner in the school for students to receive mentoring services;
- Ensure business, and industry employees and students have access to computer and internet access on the campus;
- Assign students to participate in the program with business and industry employees;
- When applicable will secure reasonable manner any facilities in which business and industry partner leaves equipment or other materials for use in the program to prevent theft of such equipment and materials, but, in any event, SAISD will not be liable to for the theft of or damage to any such equipment or materials;
- Will provide for such student transportation as may be required to and from the college as required under State law, and for any P-TECH field trips, each pursuant to applicable SAISD rules and procedures;
- Provide for all student meals as required by state and federal law and SAISD rules and procedures. P- TECH students may purchase food from college foodservice facilities when on the College campus;
- Designate an adult sponsor to oversee the operation of mentoring as a whole. This sponsor must either be a school employee or someone authorized by the school to have access to students and facilities of the school;
- Designate a school leader to provide course path and program monitoring;
- Will coordinate with college and industry partners to develop an implementation plan and annual operating budget.

BCGC will not collect the personal information of students but may receive student contact information (e.g., e-mail addresses) as a consequence of communicating with students about and during the students' participation in the program.

Volunteers/staff shall complete the volunteer application and background check every calendar year following SAISD procedures. Volunteer its services & resources to the District in support of the P-TECH program. The services & resources provided by BCGC for the District are at no cost to the District. None of the company's employees nor anyone acting on behalf of the

company (“actors”) in the administration of its services to the District under the MOU shall be employed by the District nor considered a borrowed servant or borrowed employee of the District, with the District exerting no control over the actors.

This MOU is subject to, and BCGC will comply with, SAISD’s Board Policies, regulations, and administrative procedures. It is the responsibility of the BCGC to ensure BCGC employees adhere to SAISD’s Policies. BCGC agrees and acknowledges that documents submitted to SAISD may be subject to public disclosure under applicable open government laws.

Neither SAISD nor BCGC will be liable for defaults or delays under the MOU due to acts of God or the public enemy, acts, or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control. This provision will survive the termination or expiration of the MOU.

BCGC will indemnify, defend (at SAISD’s option), and hold SAISD (including SAISD’s current and former officers, employees and agents) harmless from and against all Indemnified Claims arising out of or resulting from the fault of BCGC’s employees in the performance under the MOU. “Indemnified Claims” means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorneys’ fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness or death. “Fault” includes, but is not limited to, sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard. This provision will not be deemed to limit the rights of SAISD or BCGC against any third party, which may be liable for an indemnified claim. This provision will survive the termination or expiration of the MOU.

In performing under the MOU, neither BCGC nor SAISD will discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion, or disability.

BCGC and SAISD will retain and provide each other access to all records related to this MOU. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive the termination or expiration of the MOU.

By entering and performing under this MOU, the SAISD does not intend to waive or diminish its sovereign or liability immunities, limits of liability, or defenses to which it is entitled under the law. This MOU is not intended to create a joint enterprise for purposes of determining liability. This provision will survive the termination or expiration of the MOU.

BCGC shall not permit or assign any covered employee with a disqualifying criminal history to perform under the MOU at an SAISD school or wherever SAISD students are present. If BCGC receives information that a covered employee has a reported disqualifying criminal history BCGC will immediately remove the covered employee from performing under the MOU and notify the SAISD of such removal in writing within three calendar days. If the SAISD objects to the assignment of any covered employee on the basis of the covered employee’s criminal history record information, BCGC agrees to discontinue using that covered employee to provide services under the MOU.

The term of this MOU is from the time the MOU has been fully executed by both parties to end on June 30, 2025. The parties agree to review these terms at the conclusion of the noted school year.





## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

Department:	College, Career and Military Readiness
Board Meeting Date:	January 11, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) between SAISD and Bartlett Cocke General Contractors
Presenter:	Johnny Vahalik, Sr. Ex. Director for College, Career and Military Readiness
Cost:	None

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
125	8	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>The Construction Science P-TECH will be marketing and recruiting freshman in the program to start in 2021-22. The program provides industry certifications, Level I Certificates and an Associates of Applied Science in Construction Technology, Associates in Arts in Construction Management through a partnership with St. Philip's College and UTSA.</p> <p>Bartlett Cocke General Contractors will provide industry- based knowledge within various areas of the construction content area. They will also assist in mentor programs, work-based training, and serve on the advisory board.</p>
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and Tacit Growth Strategies, LLC

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

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

**PRESENTER:** Johnny Vahalik, Sr. Executive Director College, Career and Military Readiness

**MEETING DATE:** January 11, 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 Tacit Growth Strategies, LLC to support the Edison High School P-TECH program as an industry partner. Industry partnerships are a requirement of the P-TECH model and integral part of providing advisory functions, mentorships, internships, and other work-based learning activities.

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

Recommend that the Board approve the MOU with Tacit Growth Strategies, LLC as an industry partner with the P-TECH program at Edison High 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.

**MEMORANDUM OF  
UNDERSTANDING  
BETWEEN  
Tacit Growth Strategies, LLC  
AND  
SAN ANTONIO INDEPENDENT SCHOOL  
DISTRICT**

Tacit Growth Strategies, LLC (“TGS”) and San Antonio Independent School District (“SAISD”) on behalf of Edison High School (“P-TECH”) enter into this Memorandum of Understanding (“MOU”) to develop a partnership to develop and implement a P-TECH program for 9<sup>th</sup> through 14<sup>th</sup> grade level program as outlined and aligned to the design elements listed in the Texas Education Agency’s P-TECH blueprint.

This MOU intends to define the roles and responsibilities of a strong partnership between business and industry partners and SAISD to provide a detailed plan for program oversight and advisory and to provide work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.

**Mutual Understanding**

TGS and SAISD agree to work together to support the following common goals:

- Inform the partner of any changes that may impact service delivery;
- Develop a method of communicating needs and challenges;
- Collaborate to encourage students to pursue industry certifications, post-secondary education, career and internship opportunities; and
- Work in partnership to establish additional partners to support the P-TECH program.

TGS agrees to partner or support the program in the following checked

items:

**Cannot Support: Will Support:**

**Activity**

<u>  X  </u>	_____	Provide an industry/business partner liaison with decision-making authority who interacts directly and frequently (in person or virtually) with P-TECH leadership (Benchmark 1: School Design; Element #2b);
<u>  X  </u>	_____	Assist in the development of the course path and program monitoring (Benchmark 3: Strategic Alliances);

**Cannot Support: Will Support:**

**Activity**

<u>          </u>	<u>  X  </u>	Assist in defining the industry certifications that will be acquired and the standards/curriculum that will be followed to achieve stated certifications (Benchmark 3: Strategic Alliances);
<u>          </u>	<u>  X  </u>	Provide when applicable access to business and industry partners and work-based learning facilities, services, and resources (virtual and/or physical) (Benchmark 3: Strategic Alliances);
<u>          </u>	<u>  X  </u>	Assist in establishing an advisory board which meets regularly and includes representatives from a variety of stakeholders such as; school board, community, economic development partners, relevant industry subject matter experts for program pathways, and IHE to provide support and guidance to the P-TECH in resource acquisition, curriculum development, work-based learning, and student/community outreach to ensure a successful academic and career pipeline (Benchmark 3: Strategic Alliances);
<u>          </u>	<u>  X  </u>	Assist in identifying, creating, and maintaining a list of high-demand occupations and programs of study and identify as local needs change, within our expertise and to the best of our knowledge (Benchmark 4: Curriculum, Instruction, and Assessment);
<u>  X  </u>	<u>          </u>	Assist in recruiting and screening employees that will mentor students;
<u>          </u>	<u>  X  </u>	Provide opportunities when applicable to teachers to receive training like externships or other events (Benchmark 1: School Design; Element # 6).
<u>          </u>	<u>  X  </u>	Assist in developing a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships (Benchmark 3: Strategic Alliances);
<u>  X  </u>	<u>          </u>	Participate in defining and reviewing annual outcomes-based measures (Benchmark 1: School Design; Element # 3b);
<u>  X  </u>	<u>          </u>	Participate in advisory and leadership team meetings that

**Cannot Support: Will Support:**

**Activity**

will meet regularly (in person and/or virtually) with school district staff, campus staff, other industry partners, chamber of commerce, non-profit foundations and Alamo Colleges (Benchmark 1: School Design; Element # 4);

  X            \_\_\_\_\_

Assist in developing roles and responsibilities for worksite supervisors, mentors, teachers, support personnel, and other partners. (Benchmark 3: Strategic Alliances);

  X            \_\_\_\_\_

Assist developing a career mentoring program (Benchmark 3: Strategic Alliances);

\_\_\_\_\_            X  

Support when applicable for students' activities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives (Benchmark 3: Strategic Alliances);

\_\_\_\_\_            X  

Provide a student who receives work-based training or education from the partner under the P-TECH program the opportunity to **interview** for any jobs for which the student is qualified that are available on the student's completion of the program (Benchmark 3: Strategic Alliances);

  X            \_\_\_\_\_

Assist in recruiting additional business and industry partners to support the P-TECH program;

SAISD will:

- Provide a smaller learning community within a larger high school as the P-TECH program;
- Designate a building level leader who has scheduling, hiring, and budget decisions that will coordinate with the Industry/Business partner liaison (Benchmark 1: School Design; Element 2a);
- Coordinate with business and industry partners to establish annual assessment measures and provide an opportunity for the industry/business partners to provide feedback on the value of the P-TECH program (Benchmark 4: Curriculum, Instruction, and Assessment);
- Coordinate with San Antonio College and business and industry partners to ensure curriculum alignment between high school, post-secondary and industry experience requirements;
- Establish a procedure or manner in the school for students to receive mentoring services;
- Ensure business, and industry employees and students have access to computer and internet access on the campus;
- Assign students to participate in the program with business and industry employees;

- When applicable will secure reasonable manner any facilities in which business and industry partner leaves equipment or other materials for use in the program to prevent theft of such equipment and materials, but, in any event, SAISD will not be liable to for the theft of or damage to any such equipment or materials;
- Will provide for such student transportation as may be required to and from the college as required under State law, and for any P-TECH field trips, each pursuant to applicable SAISD rules and procedures;
- Provide for all student meals as required by state and federal law and SAISD rules and procedures. P-TECH students may purchase food from college foodservice facilities when on the College campus;
- Designate an adult sponsor to oversee the operation of mentoring as a whole. This sponsor must either be a school employee or someone authorized by the school to have access to students and facilities of the school;
- Designate a school leader to provide course path and program monitoring;
- Will coordinate with college and industry partners to develop an implementation plan and annual operating budget.

TGS will not collect the personal information of students but may receive student contact information (e.g., e-mail addresses) as a consequence of communicating with students about and during the students' participation in the program.

Volunteers/staff shall complete the volunteer application and background check every calendar year following SAISD procedures. Volunteer its services & resources to the District in support of the P-TECH program. The services & resources provided by TGS for the District are at no cost to the District. None of the company's employees nor anyone acting on behalf of the company ("actors") in the administration of its services to the District under the MOU shall be employed by the District nor considered a borrowed servant or borrowed employee of the District, with the District exerting no control over the actors.

This MOU is subject to, and TGS will comply with, SAISD's Board Policies, regulations, and administrative procedures. It is the responsibility of the TGS to ensure TGS employees adhere to SAISD's Policies. TGS agrees and acknowledges that documents submitted to SAISD may be subject to public disclosure under applicable open government laws.

Neither SAISD nor TGS will be liable for defaults or delays under the MOU due to acts of God or the public enemy, acts, or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control. This provision will survive the termination or expiration of the MOU.

TGS will indemnify, defend (at SAISD's option), and hold SAISD (including SAISD's current and former officers, employees and agents) harmless from and against all Indemnified Claims arising out of or resulting from the fault of TGS's employees in the performance under the MOU. "Indemnified Claims" means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorneys' fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness or

death. "Fault" includes, but is not limited to, sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard. This provision will not be deemed to limit the rights of SAISD or TGS against any third party, which may be liable for an indemnified claim. This provision will survive the termination or expiration of the MOU.

In performing under the MOU, neither TGS nor SAISD will discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion, or disability.

TGS and SAISD will retain and provide each other access to all records related to this MOU. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive the termination or expiration of the MOU.

By entering and performing under this MOU, the SAISD does not intend to waive or diminish its sovereign or liability immunities, limits of liability, or defenses to which it is entitled under the law. This MOU is not intended to create a joint enterprise for purposes of determining liability. This provision will survive the termination or expiration of the MOU.

TGS shall not permit or assign any covered employee with a disqualifying criminal history to perform under the MOU at an SAISD school or wherever SAISD students are present. If TGS receives information that a covered employee has a reported disqualifying criminal history, TGS will immediately remove the covered employee from performing under the MOU and notify the SAISD of such removal in writing within three calendar days. If the SAISD objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, TGS agrees to discontinue using that covered employee to provide services under the MOU.

The term of this MOU is from the time the MOU has been fully executed by both parties to end on June 30, 2025. The parties agree to review these terms at the conclusion of the noted school year.

#### TERMINATION

This MOU may be terminated by either of the parties upon giving of (60) days' notice of termination to the other party at the addresses below:

For TGS:

Company Name: **TACIT GROWTH**

**STRATEGIES, LLC**

**ATTN: Mrs. La Juana Chambers Lawson,**

**Owner and CEO, Principal Consultant**

**Address: 2014 S. Hackberry St.**

**San Antonio, TX 78210-3541**

For SAISD:

San Antonio Independent School

District ATTN: Johnny Vahalik

141 Lavaca Street

San Antonio, TX 78210

The individuals executing the MOU on behalf of TGS and SAISD acknowledge that they are duly authorized to execute this MOU. All parties hereby acknowledge that they have read and understood this MOU and the attachments and/or exhibits hereto. This MOU shall not become effective until executed by each party. Also, the parties acknowledge that they will perform their respective duties under this MOU only after it is fully executed.

I have read and agree to the terms and conditions outlined above.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

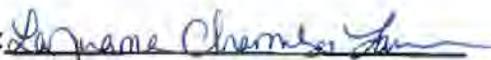
Name (Print): Pedro Martinez, Superintendent

Signature: \_\_\_\_\_

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

**TACIT GROWTH STRATEGIES, LLC**

Name (Print): Mrs. La Juana Chambers Lawson

Signature: 

Date: 11-30-2020

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Name: Johnny Vahalik, Senior Executive Director

Signature: \_\_\_\_\_

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

Phone Number: (210) 554-2610

E-mail Address: [jvahalik1@saisd.net](mailto:jvahalik1@saisd.net)



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

Department:	College, Career and Military Readiness
Board Meeting Date:	January 11, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) between SAISD and Tacit Growth Strategies, LLC
Presenter:	Johnny Vahalik, Sr. Ex. Director for College, Career and Military Readiness
Cost:	N/A

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
110	5	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>Edison P-TECH School of Business will be marketing and recruiting freshman into their program to start in 2021-22. The program provides industry certifications, Level I Certificates and an Associates of Applied Science in Accounting, Associates in Arts in Business Administration through a partnership with San Antonio College.</p> <p>Tacit Growth Strategies, LLC will provide industry-based knowledge within various areas of the workforce related content area. They will also assist in mentor programs, work-based training, and serve on advisory boards for these business specific programs.</p> <p>Tacit Growth Strategies (TGS) LLC is a project management firm dedicated to growing successful ideas, people and organizations by harnessing the incommensurable strength and power of tacit knowledge or understanding.</p>
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and H-E-B

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

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

**PRESENTER:** Johnny Vahalik, Sr. Executive Director College, Career and Military Readiness

**MEETING DATE:** January 11, 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 H-E-B to support all the SAISD P-TECH programs as an industry partner. The P-TECHs are located at Edison, Fox Tech, Highlands, Lanier and Sam Houston High Schools. Industry partnerships are a requirement of the P-TECH model and an integral part of providing advisory functions, mentorships, internships, and other work-based learning activities.

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

Recommend that the Board approve the MOU with H-E-B as an industry partner with the P-TECH programs at SAISD.

### **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  
H-E-B  
AND  
SAN ANTONIO INDEPENDENT SCHOOL  
DISTRICT**

**H-E-B** and San Antonio Independent School District (“SAISD”) on behalf of Highlands High School, Lanier High School, Edison High School, Fox Tech High School and Sam Houston High School (“P-TECH”) enter into this Memorandum of Understanding (“MOU”) to develop a partnership to develop and implement a P-TECH program for 9<sup>th</sup> through 14<sup>th</sup> grade level program as outlined and aligned to the design elements listed in the Texas Education Agency’s P-TECH blueprint.

This MOU intends to define the roles and responsibilities of a strong partnership between business and industry partners and SAISD to provide a detailed plan for program oversight and advisory and to provide work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.

**Mutual Understanding**

**H-E-B** and SAISD agree to work together to support the following common goals:

- Inform the partner of any changes that may impact service delivery;
- Develop a method of communicating needs and challenges;
- Collaborate to encourage students to pursue industry certifications, post-secondary education, career and internship opportunities; and
- Work in partnership to establish additional partners to support the P-TECH program.

**H-E-B** agrees to partner or support the program in the following checked items:

<b>Cannot Support:</b>	<b>Will Support:</b>	<b>Activity</b>
_____	___X___	Provide an industry/business partner liaison with decision-making authority who interacts directly and frequently (in person or virtually) with P-TECH leadership (Benchmark 1: School Design; Element #2b);
_____	___X___	Assist in the development of the course path and program monitoring (Benchmark 3: Strategic Alliances);

Cannot Support: Will Support:

Activity

\_\_\_\_\_   X  \_\_\_\_\_ Assist in defining the industry certifications that will be acquired and the standards/curriculum that will be followed to achieve stated certifications (Benchmark 3: Strategic Alliances);

\_\_\_\_\_   X  \_\_\_\_\_ Provide when applicable access to business and industry partners and work-based learning facilities, services, and resources (virtual and/or physical) (Benchmark 3: Strategic Alliances); **(Examples would be job shadows and virtual speakers. Other requests will be reviewed as presented)**

\_\_\_\_\_   X  \_\_\_\_\_ Assist in establishing an advisory board which meets regularly and includes representatives from a variety of stakeholders such as; school board, community, economic development partners, relevant industry subject matter experts for program pathways, and IHE to provide support and guidance to the P-TECH in resource acquisition, curriculum development, work-based learning, and student/community outreach to ensure a successful academic and career pipeline (Benchmark 3: Strategic Alliances);

\_\_\_\_\_   X  \_\_\_\_\_ Assist in identifying, creating, and maintaining a list of high-demand occupations and programs of study and identify as local needs change, within our expertise and to the best of our knowledge (Benchmark 4: Curriculum, Instruction, and Assessment);

\_\_\_\_\_   X  \_\_\_\_\_ Assist in identifying and recruiting student mentors. **(mentors would need to pass an SAISD BG check)**

\_\_\_\_\_   X  \_\_\_\_\_ Provide opportunities when applicable to teachers to receive training like externships or other events **(In partnership with current teacher externship program-ATEAMS)** (Benchmark 1: School Design; Element # 6).

\_\_\_\_\_   X  \_\_\_\_\_ Assist in developing a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships (Benchmark 3: Strategic Alliances);

\_\_\_\_\_   X  \_\_\_\_\_ Participate in defining and reviewing annual outcomes-based measures (Benchmark 1: School Design; Element #

Cannot Support: Will Support:

Activity

_____	___X___	3b);  Participate in advisory and leadership team meetings that will meet regularly (in person and/or virtually) with school district staff, campus staff, other industry partners, chamber of commerce, non- profit foundations and Alamo Colleges (Benchmark 1: School Design; Element # 4);
_____	___X___	Assist in developing roles and responsibilities for worksite supervisors, mentors, teachers, support personnel, and other partners. <b>(We will help refine and offer input to current or presented roles &amp; responsibilities)</b> (Benchmark 3: Strategic Alliances);
_____	___X___	<b>(Assist in refining and offer input)</b> on a career mentoring program (Benchmark 3: Strategic Alliances);
_____	___X___	Support when applicable for students’ activities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives (Benchmark 3: Strategic Alliances);
_____	___X___	Provide a student who receives work-based training or education from the partner under the P-TECH program the opportunity to <b>interview</b> for any jobs for which the student is qualified that are available on the student’s completion of the program (Benchmark 3: Strategic Alliances);
_____	___X___	Assist in recruiting additional business and industry partners to support the P-TECH program;

SAISD will:

- Provide a smaller learning community within a larger high school as the P-TECH program;
- Designate a building level leader who has scheduling, hiring, and budget decisions that will coordinate with the Industry/Business partner liaison (Benchmark 1: School Design; Element 2a);
- Coordinate with business and industry partners to establish annual assessment measures and provide an opportunity for the industry/business partners to provide feedback on the value of the P-TECH program (Benchmark 4: Curriculum, Instruction, and Assessment);
- Coordinate with San Antonio College and business and industry partners to ensure curriculum alignment between high school, post-secondary and industry experience requirements;

- Establish a procedure or manner in the school for students to receive mentoring services;
- Ensure business, and industry employees and students have access to computer and internet access on the campus;
- Assign students to participate in the program with business and industry employees;
- When applicable will secure reasonable manner any facilities in which business and industry partner leaves equipment or other materials for use in the program to prevent theft of such equipment and materials, but, in any event, SAISD will not be liable to for the theft of or damage to any such equipment or materials;
- Will provide for such student transportation as may be required to and from the college as required under State law, and for any P-TECH field trips, each pursuant to applicable SAISD rules and procedures;
- Provide for all student meals as required by state and federal law and SAISD rules and procedures. P- TECH students may purchase food from college foodservice facilities when on the College campus;
- Designate an adult sponsor to oversee the operation of mentoring as a whole. This sponsor must either be a school employee, or someone authorized by the school to have access to students and facilities of the school;
- Designate a school leader to provide course path and program monitoring;
- Will coordinate with college and industry partners to develop an implementation plan and annual operating budget.

**H-E-B** will not collect the personal information of students but may receive student contact information (e.g., e-mail addresses) as a consequence of communicating with students about and during the students' participation in the program.

Volunteers/staff shall complete the volunteer application and background check every calendar year following SAISD procedures. Volunteer its services & resources to the District in support of the P-TECH program. The services & resources provided by **H-E-B** for the District are at no cost to the District. None of the company's employees nor anyone acting on behalf of the company ("actors") in the administration of its services to the District under the MOU shall be employed by the District nor considered a borrowed servant or borrowed employee of the District, with the District exerting no control over the actors.

This MOU is subject to, and **H-E-B** will comply with, SAISD's Board Policies, regulations, and administrative procedures. It is the responsibility of the **H-E-B** to ensure **H-E-B** employees adhere to SAISD's Policies. **H-E-B** agrees and acknowledges that documents submitted to SAISD may be subject to public disclosure under applicable open government laws.

Neither SAISD nor **H-E-B** will be liable for defaults or delays under the MOU due to acts of God or the public enemy, acts, or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control. This provision will survive the termination or expiration of the MOU.

In performing under the MOU, neither **H-E-B** nor SAISD will discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion, or disability.



**SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT**

Name (Print): Pedro Martinez, Superintendent

Signature: \_\_\_\_\_

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

**Company Name:**

**H-E-B**

Name (Print): Katie Chain, Education &  
Workforce Program Mgr.

Signature: *Katie Chain*  
Katie Chain (Nov 20, 2020 10:11:07)

Date: 11/24/2020

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Name: Johnny Vahalik, Senior Executive Director

Signature: \_\_\_\_\_

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

Phone Number: (210) 554-2610

E-mail Address: [jvahalik1@saisd.net](mailto:jvahalik1@saisd.net)

# PTECH MOU with HEB

Final Audit Report

2020-11-30

Created:	2020-11-30
By:	Johhny Vahalik (jvahalik1@saisd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhU2fiyVUxyYpXZY5oUWX0S9BLxlQxV2D

## "PTECH MOU with HEB" History

-  Document created by Johhny Vahalik (jvahalik1@saisd.net)  
2020-11-30 - 10:15:10 PM GMT- IP address: 96.5.193.199
-  Document emailed to Katie Chain (chain.katie@heb.com) for signature  
2020-11-30 - 10:17:08 PM GMT
-  Email viewed by Katie Chain (chain.katie@heb.com)  
2020-11-30 - 10:32:26 PM GMT- IP address: 24.160.5.150
-  Document e-signed by Katie Chain (chain.katie@heb.com)  
Signature Date: 2020-11-30 - 10:41:13 PM GMT - Time Source: server- IP address: 24.160.5.150
-  Agreement completed.  
2020-11-30 - 10:41:13 PM GMT



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

Department:	College, Career and Military Readiness
Board Meeting Date:	January 11, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) between SAISD and H-E-B
Presenter:	Johnny Vahalik, Sr. Ex. Director for College, Career and Military Readiness
Cost:	None

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
550	40	5	\$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>All five SAISD P-TECHs will be marketing and recruiting freshman in the program to start in 2021-22. The program provides industry certifications, Level I Certificates and an Associates of Applied Science, Associates in Arts through a partnership with St. Philip's College, San Antonio College and UTSA.</p> <p>H-E-B will provide industry-based knowledge within various areas of the workforce related content area. They will also assist in mentor programs, work-based training, and serve on advisory boards for these programs.</p>
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas A&M University San Antonio (TAMUSA) for Dual Credit Courses

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

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

**PRESENTER:** Elizabeth Ozuna, Executive Director, Advanced Academics/Postsecondary Initiatives

**MEETING DATE:** January 11, 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 A&M University-San Antonio (TAMUSA) for dual credit courses for the 2021-2022 school year.

This partnership with Texas A&M San Antonio will create opportunities for students to take dual credit courses, allowing courses that will be taught by college staff at the TAMUSA campus. Offerings will range across all core content courses as well as specialized career courses. CAST Med High School will be the first campus to offer dual credit courses through this partnership.

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

Resolved that the Board approves the Memorandum of Understanding with Texas A&M University San Antonio for dual credit courses for the years 2021-2022.

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

198 11 6222 00 878 2 38 878: Tuition- up to \$110,000

198 11 6321 00 878 2 38 878: Instructional Materials Fees/Books- up to \$35,000

### **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  
For A Dual Credit Partnership  
Between Texas A&M University-San Antonio  
And San Antonio Independent School District**

This Memorandum of Understanding ("MOU) is hereby entered into by and between Texas A&M University-San Antonio, a member of the Texas A&M University System, an agency of the State of Texas (hereinafter called "University"), acting by and through its President and the San Antonio Independent School District, a Texas political subdivision (college-goers called "District"), acting by and through its Superintendent.

**Preamble**

WHEREAS the parties to this MOU desire to establish a Dual Credit Partnership ("DC"), serving grades 9-12, and provide Concurrent Enrollment for Academic Dual Credit University courses for high school students for whom a smooth transition into post-secondary education is now problematic, including students who are first-generation college goers, students who have not had access to the academic preparation needed to meet college readiness standards, students for whom the cost of college is prohibitive, underrepresented minorities, and English language learners.

WHEREAS Dual Credit partnerships prepare high school students through the implementation of high school readiness standards for successful career and educational futures through full integration of high school, college, and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates; and

WHEREAS both the District and University are willing and able to participate in the facilitation of this program to the benefit of the students the program seeks to assist;

NOW, THEREFORE, in consideration of the covenants, conditions, and provisions set forth herein, the parties agree as follows:

**Statement of General Duties and Obligation**

**1. Governance**

- a. The DC established under Texas Education Code Sec. 28.009, and this MOU will be governed by state and federal laws and regulations, and District policies and requirements.
- b. Except as expressly provided in the MOU, the District shall be responsible for the management and operation of the DC program.
- c. An advisory committee composed of representatives from the University and District will meet bi-monthly to evaluate instructional and programmatic activities, identify problems, issues and

challenges that arise and make recommendations regarding more effective coordination and collaboration.

d. The school principal (chief administrative officer of the dual credit program) will be an employee of the District and not an employee of the University. The District will be responsible for payment of salary and benefits, if any, to the principal, and the principal shall not be entitled to receive salary or employee benefits from the University, including but not limited to unemployment compensation, Workers' compensation, health insurance, and retirement benefits. The District assumes full responsibility for all benefits including, but not limited to, workers' compensation, unemployment insurance, Social Security, Medicare and income taxes concerning the principal.

e. All DC instructors must meet state certification requirements in their subject area to teach in the State of Texas. DC faculty will be hired and evaluated by the University. All University instructors must meet the University's academic requirements for the Academic Dual Credit Courses. University faculty will be hired and evaluated by the University.

f. As used in this MOU, the term "partnership" (including all its derivatives) is used solely with the meaning of "collaboration" and is not intended to create, nor shall it create, any rights or obligations (other than those contractual obligations expressly provided in this MOU) under the laws of partnership of any jurisdiction. This MOU does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

## **2. Goals of the Dual Credit Program**

In accordance with the provisions of Texas Education Code, Section 28.009 (b-1) and (b-2), the University and District jointly agree to establish and support the following goals for the dual credit program, in alignment with the goals established by the State of Texas:

Goal 1: The university and District will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies, including the following:

The university and District will collaborate to host information sessions for students and parents concerning dual credit opportunities, benefits, and cost. The university and District agree to maintain the most current information on their respective webpages concerning the dual credit program, including enrollment and fee policies. The university agrees to provide appropriate training to the high school and middle school counselors of the District on all pertinent aspects of the dual credit program at least once each academic year. The university and District agree to collaborate on the marketing of the dual credit program and to guarantee the proper use of all branding of the other institution in any marketing or promotion of the program. The parties jointly

agree to maintain documentation summarizing the collaboration and outreach efforts of the University and District such that it will be readily available and to post it as appropriate.

Goal 2: The University and District will assist high school students in the successful transition to and acceleration through postsecondary education. In support of this goal, The University and District agree to collaborate to jointly monitor the following quality indicators:

- Analysis of measures in enrollment in and persistence through post-secondary education, disaggregated by student sub-population.
- Student enrollment in postsecondary education after high school.
- Time to degree completion.
- Semester credit hours to a degree.

Goal 3: The University and District will strive to ensure that all dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion. In support of this goal, The University and District agree to collaborate to jointly monitor the following quality indicators:

- Analysis of measures in enrollment in and persistence through post-secondary education, disaggregated by student sub-population.
- Student enrollment in postsecondary education after high school.
- Time to degree completion.
- Decrease in excess number of semester credit hours beyond required hours to degree completion.

Goal 4: The University and District will collaborate to ensure that the quality and rigor of dual credit courses are sufficient to ensure student success in subsequent courses. In support of this goal, the University and District agree to jointly monitor student performance in subsequent course work.

### **3. Eligible Courses**

The University will give credit for courses taken as dual credit courses with a primary emphasis on the core curriculum requirements for all degrees which include a total of 42 semester credit hours (SCHs).

### **4. Course Compliance**

The University is responsible for involving full-time faculty teaching in the discipline to oversee college course selection and sequence as appropriate for DC students. Academic department chairs and their faculty will be involved in the assignment of faculty to teach the University courses.

## 5. Student Eligibility

The DC program shall comply with State Board of Education rules regarding the administration of the assessment instruments as required by Subchapter B, Chapter 39, of the Texas Education Code. In addition, the DC program must administer a Texas Success Initiative (TSI) college placement exam, such as the Texas Higher Education Assessment (THEA) and Accuplacer, to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and willing. The University will assist the DC program in the administration of the TSI college placement exam. All students must display college readiness in all areas of the TSI or meet an exemption for admissions into the University.

## 6. Course Curriculum, Instruction and Grading

The DC program will organize a curriculum committee with representatives from the District, DC faculty, and University faculty representing core content areas to maintain curriculum alignment and help implement college readiness standards into the high school curriculum and the development of a crosswalk. If applicable, stipends for University faculty will not be paid by the District. The DC program is responsible for ensuring that state course requirements for high school graduation are fulfilled.

The University will keep the DC program abreast of students in jeopardy of failing a class and provide numerical grades to calculate District GPAs. The University will report the status of DC students' progress in University classes during the fourth week of each University semester, and will also report Mid-semester grades four weeks later. Semester grades and grading policies are outlined in each instructor's course syllabus. DC personnel are responsible for advising DC students concerning academic progress in the course's high school component.

Grades are due in the Office of the Registrar by the published date and time. Grade reports will reflect term and cumulative GPAs.

The University uses the following grading system:

Grade Interpretation Grade Point Per Semester Hour

A	Excellent	4.0
B	Good	3.0
C	Satisfactory	2.0
D	Minimum Passing	1.0
F	Failing	0.0

I        Incomplete                Not Computed

W        Withdrew                        Not Computed

## **7. Transcription of Credit**

Transcript corrections due to major change or repeated courses are updated before the next grade reporting period. The University Registrar will provide appropriate security and confidentiality measures for reporting and posting of grades and transcript maintenance. The DC program shall follow District policy as to the weighing system for the University grade for the DC student's final high school grade point average (GPA).

## **8. Academic Policies and Student Support Services**

DC students must meet university academic standards for coursework completed at the University. Students will be placed on Academic Probation at the end of any long semester (Fall or Spring) when their institutional cumulative grade point average at the University falls below 2.0. Such students are encouraged to participate in academic support programs and to seek academic advising. Students on Academic Probation may enroll for one additional semester in either the Fall or Spring terms in an attempt to achieve the required institutional cumulative grade point average of 2.0 or better. All grade points earned by a student will be included in computing the current semester grade point average. In case of a repeated course, the last grade recorded will be used in the computation. Students on Academic Probation who fail to achieve the minimum cumulative grade point average during the next long semester will be placed on Academic Suspension. Students on Academic Suspension must sit out one long semester, and may re-enroll after such absence under Academic Probation. Before enrolling in the Fall or Spring, the returning student must meet with an academic advisor to develop an academic improvement plan. The student may appeal the Academic Suspension to the Dean or the Dean's designate of the College/School in which he/she is pursuing a degree by submitting a petition for academic reinstatement and a student self-assessment. If the petition is approved, the student will be permitted to enroll on Academic Probation. Before enrolling, the student must meet with the Dean to develop an academic improvement plan.

High school students, high school instructors, and staff will have access to all DC instructional facilities on the University campus and to certain agreed upon non-instructional resources available at the University. Students, instructors, and high school staff will receive a campus identification card. The District will evaluate the facilities on an on-going basis and determine the necessity of providing additional facilities in the future.

## **9. Professional Development for DC Faculty**

The DC program and University shall provide opportunities for DC and University faculty to collaborate through planning, teaching, and professional development. The DC program will provide common planning time for DC instructional faculty and other appropriate staff, including school leaders and, when possible, University faculty. Teacher mentoring and professional development will be made available when necessary. When possible, the University shall participate in and create professional development opportunities for DC faculty, including adjunct and dual enrollment faculty training each semester.

## **10. Location and Composition of Class**

Courses will be conducted at facilities provided by the District on the DC site and/or on the University campus. Some courses may be delivered through the use of distance-learning technology. DC students will be embedded with traditional college students at the University site or as a DC cohort at the high school campus.

## **11. Tuition and Fees**

The University will charge \$50.00 per credit hour, \$40.00 university services, and \$10.00 recreational sports fee per student, per course. New fees may be added only if the University and District agree to add new fees (from those currently charged to University students) in exchange for the delivery of additional services or access to additional facilities. Any such adjustments will be communicated to the District during the Spring semester to align with the District's budget process. Tuition bills are sent after the census date of every semester. If students are dropped or withdrawn prior to the census date, the District may still owe a part of the tuition and fees. Refer to the academic calendar for the last day students can withdraw before tuition and fees are due.

## **12. Books and Supplemental Materials**

The District will provide DC students with University-approved textbooks, for courses taught by University faculty. The District will be responsible for purchasing textbooks and supplemental materials required for classes from the most cost-effective entity as determined by the course syllabi and provided to students enrolled in the DC program. Textbooks purchased by the District for University courses taught as part of the DC program should be used at least 3 years from the date of purchase or until a new edition is available.

## **13. Technology and Technology Support**

The University's Office of Information Technology will provide Help Desk support to the DC program and work in collaboration with the District's Technology Department.

## **14. Student Recruitment and Selection**

To secure the broadest applicant pool possible, the DC program will recruit qualified eighth-grade students at all participating districts' middle schools. This process could include:

- Creation of an DC website that provides recruitment and admission information;
- Distribution of recruitment/admission packets to middle school students in the School District;
- Meetings with middle school counselors to introduce and explain the concept of the DC;
- Student/parent meetings at all middle school campuses explaining the opportunities and commitment required of the DC program;
- Presentation of recruitment and admission information in a bilingual mode; and
- Parent and student interviews

### **15. Student Enrollment and Attendance Policies**

All DC students will take the required college placement exams and must be college ready in all areas to enroll in University courses. Upon agreement of all parties, the University will assist with enrollment for the DC program at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. The DC principal's office and counseling center, working with the University's registrar's office, will maintain a schedule of courses that will be offered to every cohort planning and advising purposes. Students will be advised as to the transferability of all University credit offered and earned.

It is assumed that a vital part of every student's education is regular attendance of class meetings. Every faculty member keeps a current attendance record on all students. Additional information is available in the current University Student Handbook.

A student who abandons courses without officially withdrawing will receive a grade of "F" in each course, regardless of when that student ceases to attend classes.

### **16. Funding and Average Daily Attendance (ADA)**

The DC program shall generate ADA funds from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized in the Education Code. District elective courses and activities involving fine and performing arts, UIL academic participation, intramurals activities, clubs, etc. may be funded through ADA or high school allotment as appropriate.

### **17. Instructional Calendar**

For University courses taken for credit, the University instructional calendar will be used. The DC program will follow the District's calendar for all other courses and for satisfying mandated school District instructional day attendance requirements and ADA.

### **18. Transportation**

The District will provide transportation to and from the University campus. Pick up and drop off areas will be determined by the District and approved by the university.

## **19. Data Sharing**

Parties agree to share student data for DC 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 DC. Each Party shall also promptly notify the other of any onsite or offsite behaviors of DC 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 the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g as implemented by 34 C.F.R. part 99 (“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, DC shall coordinate signature of and collect the 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.

## **20. Conduct**

DC students are required to adhere to University regulations regarding facilities and equipment usage, and University and District codes of conduct and policies, subject to appropriate action taken by the District and University.

## **21. Performance Evaluation**

The University and District will evaluate the effectiveness of the collaboration each academic year. The results will be reported to the Advisory Committee.

## **22. Sustainability**

The University and District have planned and budgeted for sustainability. The District will provide local funds for instructional, administrative, professional development and maintenance

of facility costs. The University will provide administrative, instructional, and support services. Except as expressly provided in this MOU, each party shall bear its own expenses incurred under this MOU.

### **23. Provisions for Discontinuing the DC Operations**

Should the University or District decide to discontinue the DC program, provisions will be made to allow the 11th and 12th grade cohort to continue operation through that cohort's scheduled graduation from the DC program. Both the University and the District will continue to meet all of the required design elements and provide full support for all students enrolled under the DC program.

### **24. Safety**

The DC program will send an employee of the District to accompany students while on the University campus. If any DC student, instructor, or administrator should experience an accident or sudden illness while on the premises of the University, the response to such incidents will be based upon operating University regulations, guidelines, and procedures as well as other agreements between the District and University that have been executed for specific issues.

### **25. Indemnification**

- a) At all times during the term of this MOU and after, the University shall, to the extent authorized under Texas law, indemnify and defend the District, its trustees, officers, employees, and volunteers against any claims, proceedings, demands, liabilities, or expenses (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses and liability of any kind arising out of or in connection with the University's activities under this MOU, except to the extent that such loss, claim, damage or other liability arises from the negligence or willful misconduct of the District, its trustees, officers, employees, and volunteers.
  
- b) At all times during the term of this MOU and after, the District shall, to the extent authorized under Texas law, indemnify and defend the University, the Texas A&M University System, its regents, officers, employees, and volunteers against any claims, proceedings, demands, liabilities, or expenses (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses and liability of any kind arising out of or in connection with the District's activities under this MOU, except to the extent that such loss, claim, damage or other liability arises from the negligence or Willful misconduct of the University, its regents, officers, employees, and volunteers.

### **26. Amendment**

The parties to this MOU understand that it may be necessary to amend and modify this MOU from time to time to address additional concerns or issues that arise as the program progresses. However, no amendment, modification, or alteration of the terms of this MOU shall be binding unless the same be in writing, dated after the date hereof and duly executed by an authorized representative of the parties hereto.

## **27. Term, Renewal, and Termination of Agreement**

The MOU will be in effect through August 25<sup>th</sup>, 2021- August 24<sup>th</sup>, 2022 and will remain in effect until one entity terminates. The University and District may terminate this MOU with at least 90 days' advance written notice to the other party, but in no event will the effective date of termination be during an DC semester.

## **28. Insurance**

The University and District shall each assess the risks that it may incur as a result of its operations under this MOU, and, as it deems appropriate and prudent, at its own expense, either obtain liability insurance or a self-insurance against any such risk. Neither party is relieved of any liability or other obligations assumed under this MOU because of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

## **29. Confidentiality of Student Records**

The parties agree to maintain the records of all students by the Family Education Rights and Privacy Act (20 U.S.C. section 1232g) and all other applicable federal, state, and local laws. The parties shall not release education records to any third party except as permitted by law.

## **30. Severability**

The parties intend that if any clause or provision of this MOU is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded in accordance with Section 27, then the rest of this MOU will remain in effect as written. Any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable. But if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of the MOU, this entire MOU will be held unenforceable.

## **31. Use of University Name**

The District acknowledges that the University owns the trademark and all other rights in the name "Texas A&M University-San Antonio" (the "University Name"). The University grants the District a nonexclusive, nontransferable license to use the University Name in connection with the DC Program, subject to the right of the University, upon request, to review and approve

such uses. The University does not grant any rights or licenses to the District to any University trademark, service mark, name, or logo other than the University Name unless provided in a separate license agreement between the parties. The University may extend or revoke this license at any time for any or no reason, in its entirety or as to particular uses of the University Name by the District. The District may not: (a) use any colorable imitation or variant form of the University Name; (b) take any action that would bring the University Name into public disrepute; (c) take any action that would tend to destroy or diminish the University's goodwill in the University Name; or (d) challenge, contest, impair, invalidate, or take any action tending to impair or invalidate the University's rights in the University Name. The District shall copy the University on all press releases and other public communications regarding the DC program.

### **32. Public Information**

Each party acknowledges that the other is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information about the MOU, as well as any other disclosure of information required by applicable Texas law. Upon either party's written request, the other shall provide specified public information exchanged or created under the MOU to which the requesting party has a right of access that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to the requesting party in a non-proprietary format reasonably acceptable to the requesting party.

### **33. Non-Discrimination**

Any illegal discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, genetic information, veteran status, sexual orientation, gender identity, or national origin about the performance of any obligations or duties under this MOU is prohibited.

### **34. Notices**

Any notices required or permitted under this MOU will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight courier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing.

**To San Antonio Independent School District**

Attn: Superintendent, Pedro Martinez

141 Lavaca  
San Antonio, TX 78210

**Fax:**

**Email:**

Name:

Address:

City and State:

Fax:

Email:

To Texas A&M University-San Antonio Texas A&M University-San Antonio

Attn: President

One University Way San Antonio, TX 78224

Fax: (210) 784-1620

Email: Cynthia.Matson@tamusa.edu

### **35. Texas Law to Apply**

This MOU shall be constructed under and in accordance with the laws of the State of Texas. Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and immunities as may be provided under Texas law.

### **36. Force Majeure**

Neither party to this MOU shall be required to perform any term, condition, or covenant in the MOU so long as performance is delayed or prevented by force majeure which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonable within the control of either party to this MOU and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this MOU, notice shall be provided to the other party in the manner deemed most practicable by the party prevented from fully performing.

### **37. Captions**

The captions contained in this MOU are for convenience of reference only and in no way limit or enlarge the terms and conditions of this MOU.

### **38. Authority**

The signers of the MOU hereby represent and warrant that they have authority to execute this MOU on behalf of each of their respective entities.

IN WITNESS THEREOF, the parties have duly approved the Memorandum of Understanding, executed in duplicate originals on this day:

San Antonio Independent School District  
Pedro Martinez  
Superintendent  
141 Lavaca  
San Antonio, Texas 78210

Texas A&M University-SanAntonio:  
Dr. Michael O'Brien  
Provost  
One University Way  
San Antonio, TX 78224

**PHONE NUMBER**

(210) 784-1200  
(210) 784-1206

San Antonio Independent School District

Texas A&M University-San Antonio:

\_\_\_\_\_  
Pedro Martinez Date

\_\_\_\_\_  
Dr. Cynthia Teniente-Matson Date



# BOARD AGENDA CLARIFICATIONS

Provide this information for Academic Board Agenda Items that have a cost.

Department:	Advanced Academics/Postsecondary Initiatives
Board Meeting Date:	January 11, 2021
Agenda Title:	Approval of MOU Between SAISD and Texas A & M University – San Antonio for Dual Credit courses
Presenter:	Liz Ozuna
Cost:	\$110,000 (tuition) + \$35,000 (instructional materials fee/books)

## IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
~185 (350 seats)	N/A	1 HS	\$300 (\$200-tuition & fees + \$100 books/materials)	N/A	\$107,600

## 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>In alignment with SAISD goals to increase the percent of students earning college credit and to increase the percent of students who go to college, Texas A &amp; M University - San Antonio (TAMUSA) joins SAISD as the newest Institution of Higher Education (IHE) partner, offering students the opportunity to earn college credit, while still in high school. In year one, this partnership will offer English, history, math and biology courses to students at CAST Med. The partnership will grow in future years to serve other high schools in SAISD, targeting our southern most campuses.</p> <p>Research indicates that high school students participating in dual credit course work are more likely to enroll in college and persist toward a 2 or 4 year degree. Students who take dual credit courses report that the experience often helps them gain an enhanced academic foundation that leads to confidence and a new vision of themselves as true college students. Thus, student participation in dual credit courses plays a key role in improving future college success</p>
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outcomes.

Students will have the opportunity to take courses, with a primary emphasis on the core curriculum, which includes a total of 42 semester credit hours. This strategy ensures that students may apply the hours they earn to any degree plan at TAMUSA or at another IHE of their choice. TAMUSA will collaborate with SAISD to bridge the post-secondary accessibility gap, ensuring high school students have a successful transition and acceleration to their postsecondary choices.

TAMUSA will work with SAISD to jointly monitor student performance and provide support as students move through their coursework. In addition, TAMUSA and SAISD will track and analyze measures in enrollment and persistence through postsecondary education disaggregated by student sub-populations, enrollment in postsecondary education after high school, time to degree completion and semester credit hours earned via dual credit courses applicable to a degree.

To be eligible for this opportunity, students must meet college readiness criteria on the TSIA 2.0 in the areas of reading, writing and math; students must then maintain satisfactory academic performance to continue taking dual credit courses with TAMUSA.

Students who enroll in TAMUSA dual credit courses will also have access to instructional facilities and certain agreed upon non-instructional resources available at the TAMUSA campus.

Tuition costs and fees are calculated using the following formula:

Tuition:	\$50/credit hour/student/course
University Services Fee:	\$40/student/course
Recreational Sports Fee:	\$10/student/course
Instructional Materials/Books:	~\$100/student/course

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and SME Education Foundation

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

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

**PRESENTER:** Johnny Vahalik, Sr. Executive Director College, Career and Military Readiness

**MEETING DATE:** January 11, 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 SME Education Foundation. Through fundraising efforts, the SME Education Foundation will support the Highlands High School manufacturing and engineering programs by providing funding for equipment, curriculum, professional development, scholarships, and Science, Technology, Engineering and Mathematics (STEM) extracurricular activities. The foundation works to introduce students to the manufacturing industry, educate and instruct them in advanced technology, and to support and help fund the cost of their post-secondary education. The SME Education Foundation inspires, prepares, and supports the next generation of manufacturing and engineering talent through its student summit event series, SME PRIME® (Partnership Response In Manufacturing Education) initiative, and student scholarship program.

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

Recommend that the Board approve the MOU with SME Education Foundation to support the Highlands High School manufacturing and engineering programs.

### **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.



*Inspire. Prepare. Support.*

## **PROGRAM GRANT AGREEMENT**

Between

The SME Education Foundation

and

San Antonio Independent School District

This Program Grant Agreement (the "Agreement") is entered into as of the 1st day of December, 2020 (the "Effective Date"), by and between SME Education Foundation ("SME-EF"), a Michigan nonprofit corporation, and the San Antonio Independent School District ("SAISD"), a political subdivision of the State of Texas. The purpose of this Agreement is to set forth the terms and conditions of a grant to support the establishment of a PRIME® (Partnership Response In Manufacturing Education) program at Highlands High School.

In consideration of the mutual covenants and promises of the parties, the parties agree as follows:

### **I. The Program Grant and Grant Purposes**

- a. Supported and informed by private industry, the PRIME® program builds cost-effective and tailored manufacturing and engineering programs in high schools across the country, providing equipment, curriculum, professional development, scholarships, and STEM-focused extra-curricular activities to a school's students and teachers. SME-EF has approved a program grant to the Highlands High School in the SAISD for the charitable purpose of implementing a PRIME® program at Highlands High School to provide students with opportunities to acquire training and industry-relevant competencies to prepare them for skilled careers in manufacturing.

This Agreement shall be effective as of the Effective Date and shall continue until the third anniversary of the Effective Date or, at the election and notice of SME-EF, a later date that shall not exceed the fourth anniversary of the Effective Date (the "Term"), unless this Agreement is terminated earlier in accordance with Section VI. SME-EF shall provide grant resources to SAISD for the purposes identified in this Agreement over the three-year time period immediately following the date SME-EF has secured all of the necessary funds to establish a PRIME® program at Highlands High School, as determined in SME-EF's sole discretion.

- b. This grant is for the express purposes described herein and is intended to be made in accordance with current and applicable laws and regulations of the Internal Revenue Code of 1986 (the "Code"). Resources granted to SAISD shall not be used to: (i) influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code, (ii) make any contribution which does not comply with Section 4945(d)(3) or (4) of the Code, or (iii) undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.
- c. SME-EF will grant to SAISD for use at Highlands High School manufacturing and engineering equipment and/or software, industry informed manufacturing and/or engineering curriculum, professional development services for Highlands High School's teachers, reimbursement of STEM-based extracurricular activities, and marketing support.

- d. SME-EF's grant is contingent upon SME-EF securing the necessary funds to establish a PRIME® program, as determined in SME-EF's sole discretion. SME-EF's fundraising efforts will be as follows:
- SME-EF's fundraising efforts begin upon the Effective Date, unless otherwise noted, and shall extend for 90 days from the Effective Date.
  - If after 90 days the necessary funds have not been raised, SME-EF will determine, in its sole discretion, whether an additional 45 days of fundraising activity is warranted. If SME-EF determines that such additional 45 days of fundraising is not warranted, this Agreement shall be automatically terminated and all efforts to establish a PRIME® program at Highlands High School shall be discontinued. In that event, SME-EF shall not have further obligations to SAISD under this Agreement or otherwise.
  - If SME-EF determines that an additional 45 days of fundraising is warranted, but the necessary funds are not raised within 135 days, this Agreement shall automatically terminate and all efforts to establish a PRIME® program at Highlands High School shall be discontinued. In that event, SME-EF shall not have further obligations to SAISD under this Agreement or otherwise.

## **II. Program Grant Conditions**

SAISD agrees to provide a W9 Form within seven business days of the Effective Date and, subject to applicable COVID-19 restrictions, host visits by SME-EF staff, volunteers, and industry/business/community/education partners (with advanced notice).

After SME-EF secures the necessary funds to establish a PRIME® program at Highlands High School and begins providing the grant identified in Section I(c) above, SAISD agrees to the following:

- a. To implement and execute the tailored PRIME® program within Highlands High School's classrooms.
- b. To use the curriculum, equipment, professional development, and other resources solely for the educational purposes described in this Agreement. SAISD shall not reproduce, disseminate, or otherwise share such resources with third parties, except in accordance with this Agreement.
- c. To return any portion of the curriculum, equipment, professional development, or other resources which are not used for the purpose of this grant, unless SME-EF expressly agrees, in writing, to a different use.
- d. To maintain books and records adequate to verify activities taken related to this grant.
- e. To ensure that Highlands High School's representatives and participants in the PRIME® program conduct themselves in a professional, respectable manner at all times.
- f. To collaborate with SME-EF staff and volunteers in the production of a PRIME® launch event, which will take place at the school.
- g. To engage with SME-EF's PRIME® network through various methods. This can include, but is not limited to, sharing stories, pictures/videos and best practices.
- h. To make extracurricular activities available for students. These can include, but are not limited to, the following:

- Competitions
  - Clubs
  - Community involvement
  - Camps
- i. To complete the SME-EF year-end report/survey and/or related documentation at the request of SME-EF.
  - j. To provide available meeting space for SME-EF to host the Body of Knowledge Workshop.

**III. Review of Grant Activity**

Upon the request of SME-EF, SAISD will provide SME-EF with periodic written reports showing the use of grant resources for the purposes of this grant and/or progress towards satisfying and complying with this Agreement during the Term. Periodic reports will be required annually or on a more frequent basis as determined by SME-EF, in its sole discretion. SME-EF may request that such periodic reports be prepared in a specific manner or may be in the form of a survey. SME-EF is entitled to request periodic written reports during the Term of this Agreement. If SAISD fails to comply with SME-EF's requests for periodic written reports, SME-EF may withhold additional grant resources until such time as SAISD satisfactorily complies with the periodic report request. After the Term of this Agreement, SAISD may agree to provide data or information reports to SME-EF for the purpose of sharing successful information for the benefit of future PRIME® programs at other schools.

**IV. Intellectual Property**

- a. Subject to Section VI, below, for the Term of this Agreement and provided SAISD is operating its PRIME® program at Highlands High School, SME-EF hereby grants to SAISD a nonexclusive, royalty free license to use SME-EF's Intellectual Property (as approved by SME-EF or SME-EF's affiliates) in connection with Highlands High School's PRIME® school designation and the performance of SAISD's obligations under this Agreement. The term "SME-EF's Intellectual Property" means the registered or common law protected copyright, trademarks, service marks, trade names, commercial symbols or indicia of the SME-EF or SME-EF's affiliates and all information and materials made available to SAISD by SME-EF pursuant to this Agreement, specifically including PRIME® and the PRIME® curriculum and any related marketing materials provided to SAISD by SME-EF which are owned and/or created by SME-EF.
- b. Similarly, subject to Section VI, below, for the Term of this Agreement and provided that SAISD is operating its PRIME® program at Highlands High School, SAISD hereby grants to SME-EF and its affiliates, a nonexclusive, royalty free license to use SAISD's Intellectual Property (as approved by SAISD) in connection with Highlands High School's PRIME® school designation and the performance of SME-EF's obligations under this Agreement. The term "SAISD's Intellectual Property" means the registered or common law protected copyright, trademarks, service marks, trade names, commercial symbols or indicia of SAISD and/or Highlands High School and, subject to applicable law, all information made available to SME-EF by SAISD pursuant to this Agreement.
- c. Each party expressly reserves all rights not expressly granted to the other under this Agreement.
- d. Each party further expressly agrees that use of any party's Intellectual Property will be limited strictly to educational purposes described in this Agreement, and shall not be reproduced or shared with third parties except in accordance with this Agreement.
- e. Upon the expiration of the Term of this Agreement, SME-EF may, in its sole discretion, extend a nonexclusive royalty free license to SAISD to use SME-EF's Intellectual Property in connection with Highlands High School's continued operation of its PRIME® program. The parties

acknowledge that they hope the PRIME® program at Highlands High School continues to operate after the expiration of the Term.

## **V. Release and Waiver**

- a. Equipment donations provided to SAISD and Highlands High School are made with the express understanding and agreement that SME-EF and its related parties (for purposes of this Agreement, “related parties” include, without limitation, SME-EF’s affiliates, related entities, program partners, sponsors, board members, volunteers, donors, and its and their respective employees, contractors, subcontractors and agents at any tier, grantees, investigators, customers, users, and their respective contractors and subcontractors, at any tier) assume no responsibility for the condition, use, operation or performance of the donated equipment. Any equipment and services being provided to SAISD and Highlands High School under this Agreement are being provided on an **“as is, where is”** and **“as available”** basis, without any express or implied warranties from SME-EF, its affiliates and its donors. SME-EF and its affiliates and donors disclaim all warranties of any kind, whether express or implied, statutory or otherwise, including, but no limited to, any warranty of fitness for a particular purpose.
- b. To the fullest extent permitted under Texas law, as consideration for acceptance and receipt of the donated equipment and the opportunity to participate in the PRIME® program, SAISD and Highlands High School hereby waive(s) and forever release(s) any and all claims it/they may have against SME-EF and its related parties arising out of SAISD’s and Highlands High School’s receipt or use of such equipment or otherwise arising from or related to SAISD’s and Highland High School’s participation in the PRIME® program or activities conducted under or in connection with this Agreement, including, without limitation, claims for damage or loss to any real or personal property of SAISD and Highlands High School or any of its and their related entities, employees, contractors or students, damage to any donated equipment, and/or injury to, or death of, any of SAISD and/or Highlands High School’s or any of its and their related entities’ employees, contractors and/or students, whether such claim, damage, loss, injury or death arises from negligence or otherwise, except in the case of SME-EF’s willful misconduct.

## **VI. Termination: Cessation of School/PRIME® Program**

- a. This Agreement shall automatically terminate upon the expiration of the Term.
- b. This Agreement shall automatically terminate if SME-EF is unable to secure the necessary funds to establish a PRIME® program in accordance with Section I(d) of this Agreement.
- c. SME-EF may terminate this Agreement if SAISD fails to comply with this Agreement, including, but not limited to, any of the grant conditions described in Section II, (a) through (k), and fails to cure such non-compliance within twenty (20) days of written notice from SME-EF.
- d. This Agreement shall automatically terminate in the event that Highlands High School ceases to be operated as a school or ceases its PRIME® program during the Term. In such an event, SAISD agrees to notify SME-EF in writing within seven days of such cessation of operation or cessation of the PRIME® program and facilitate the return of grant resources, identified in Section VI(e), within thirty (30) days.
- e. In the event of termination pursuant to Section VI(c) and/or Section VI(d), SAISD must: (i) immediately return all grant resources received up to the date of termination, including but not limited to, materials containing “SME-EF’s Intellectual Property”, curriculum or educational materials, donated equipment, marketing materials, and other resources, and all copies thereof; (ii) not retain any copies of any such materials and resources described in subsection (i); and (iii) cease any and all use of SME-EF’s Intellectual Property. For clarification purposes, as used in this section, “grant resources” shall not include resources that have been consumed in connection

with the Prime program at Highlands High School or funds donated or spent by SME-EF in connection with the PRIME® program at Highlands High School.

- f. In the event of termination of this Agreement for any reason other than expiration of the Term pursuant to Section VI(a), allocated but unused funds raised by SME-EF for Highlands High School shall be re-allocated to a general PRIME® program fund or a PRIME® program scholarship fund, in SME-EF's discretion, for the benefit of future PRIME® program schools and students.
- g. SAISD's obligations and SME-EF's rights under Sections II(b), IV, V, VI(d), VI(e), VI(f), VII, and VIII shall continue following the termination of this Agreement for any reason.

**VII. Governing Law and Venue**

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Texas. Venue for all legal proceedings arising out of this Agreement must be in the appropriate state court in Bexar County, Texas. The parties acknowledge that they intend for the Texas Charitable Immunity and Liability Act (the "Act"), Tex. Civ. Prac. Rem. Code, Chapter 84, to govern the conduct of SME-EF under this Agreement and that SME-EF asserts that it has satisfied all preconditions for application of the Act.

**VIII. Entire Agreement, Modification and Execution**

The Agreement is the complete, final and exclusive agreement between the parties with respect to the subject hereof and supersedes and cancels any and all other prior and contemporaneous negotiations, representations, understandings, statements, and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in a subsequent written amendment, signed by SME-EF's Vice President and an authorized representative of SAISD.

This Agreement may be executed in one or more counterparts by the parties, and with counterpart facsimile or Portable Document Format (PDF) signature pages, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.

The parties have executed this Agreement as of the Effective Date.

*[signatures page follows]*

**Signature Page to Program Grant Agreement between the SME Education Foundation  
and San Antonio Independent School District**

**San Antonio Independent School District:**

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

Name: Pedro Martinez

Title: Superintendent

Phone: (210) 554-2200

**SME-Education Foundation:**

By: 

Name: Robert M. Luce

Title: Vice President, SME Education Foundation

Phone: 313-425-3303

Date: December 1, 2020



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

Department:	College, Career and Military Readiness
Board Meeting Date:	January 11, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) between SAISD and SME Education Foundation
Presenter:	Johnny Vahalik, Sr. Ex. Director for College, Career and Military Readiness
Cost:	None

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
250	4	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>This is a new MOU and partnership. This support will complement the Highlands High School Manufacturing and Engineering P-TECH and will assist in aligning local and national manufacturers around the program</p> <p>As a SME school, Highlands High School students will have access to SME scholarships and access to attend national leadership summits. Teachers will have access to professional development, and the school will be provided equipment and curriculum to support the manufacturing and engineering programs.</p>
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and 3Strands Global Foundation

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

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

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

**MEETING DATE:** January 11, 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 3Strands Global Foundation (3SGF). 3SGF, through a joint venture with Love Never Fails and the Frederick Douglas Family Initiative titled "PROTECT", has developed the PROTECT™ curriculum, including online training materials, software, and education protocols. The partnership will support the implementation of the PROTECT™ curriculum to raise awareness of human trafficking among students and staff.

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

Recommend that the Board approves the MOU with 3Strands Global Foundation 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 3STRANDS GLOBAL FOUNDATION ACTING FOR AND  
ON BEHALF OF PROTECT**

**AND**

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between 3Strands Global Foundation as fiscal manager of “PROTECT”, a joint venture among 3Strands Global Foundation, Love Never Fails, and Frederick Douglass Family Initiatives pursuant to that certain JV Agreement (hereafter “3SGF”), whose address is 3941 Park Drive, Suite 20-200, El Dorado Hills, CA 95762, a tax exempt charitable organization, and San Antonio Independent School District (hereafter “SAISD”) whose address is 141 Lavaca Street, San Antonio, TX 78210.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which 3SGF, and SAISD will work together: to raise awareness of and combat human trafficking.
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until June 30, 2021, except to the extent that any payment owed as of that date is still not paid, the MOU will remain effective for collection of such amounts.
4. **Responsibilities of 3SGF.** 3SGF through a joint venture with Love Never Fails and the Frederick Douglas Family Initiative titled PROTECT, has developed the PROTECT™ curriculum, including online training materials, software, education protocols, and related intellectual property, including but not limited to, property subject to copyright, trademark, and other intellectual property rights (PROTECT™ Property). 3SGF will be making the PROTECT™ Property available to SAISD for the purpose of SAISD evaluating whether to contract to use the PROTECT™ Property in educating students or training educators or other personnel with respect to preventing human trafficking (the “Educational Purposes”).



5. **Limitations on Use and Disclosure of PROTECT™ Property.** SAISD agrees that the PROTECT™ Property is being furnished to SAISD only for purposes reasonably related to SAISD’s interests in evaluating the PROTECT™ Property for the Educational Purposes (“Evaluation”). SAISD shall use the PROTECT™ Property solely for the Evaluation and, subject to Section 6 of this Agreement, shall not disclose or permit access to the PROTECT™ Property other than to SAISD’s attorneys, accountants and financial advisors (collectively, “Representatives”) who: (a) need to know about the PROTECT™ Property for the Purpose; (b) know the existence and terms of this Agreement; and (c) are bound by confidentiality obligations no less protective of the PROTECT™ Property than the terms contained in this Agreement. SAISD shall safeguard the PROTECT™ Property from unauthorized use, access or disclosure using at least the degree of care SAISD uses to PROTECT SAISD’s most sensitive information and no less than a reasonable degree of care. SAISD shall promptly notify 3SGF of any unauthorized use, access or disclosure of the PROTECT™ Property and cooperate with 3SGF to prevent further use, access or disclosure.
  
6. **No License, Assignment or Transfer of PROTECT™ Property.** 3SGF retains its entire right, title, and interest in and to all of the PROTECT™ Property, and no disclosure of such PROTECT™ Property hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to SAISD or any other person. Nothing in this Agreement or any attachments shall be construed as 3SGF transferring any of the right, title or interest in the PROTECT™ Property to SAISD and SAISD shall not own any right, title or interest (including copyright) in or to the PROTECT™ Property. In the event the parties coauthor any presentations or publications related to the project or developed under this Agreement, the parties shall jointly own the copyright in and to such presentations and publications. 3SGF shall own the copyright in all releases, publicity materials, presentations and publications related to the project or developed under this Agreement that are solely authored by the 3SGF.
  
7. **Return and Destruction.** SAISD agrees that unless and until it decides to contract to use the PROTECT™ Property for Educational Purposes by executing Exhibit A to this Agreement, which is hereby incorporated by this reference, it shall promptly return to 3SGF, at any time upon the request of 3SGF, all written materials (including electronic materials) containing or reflecting any PROTECT™ Property (including all copies or reproductions), and agrees to destroy all documents, memoranda, notes and other writing whatsoever (including all copies, extracts or other reproductions) prepared by SAISD or its employees based on the information contained in the PROTECT™ Property. If so requested by 3SGF, SAISD agrees to provide written confirmation to 3SGF of its



compliance with the terms of this Section. It is understood and agreed that the obligations of this Agreement will survive any return or destruction of the PROTECT™ Property.

8. **General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and among the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas.

**C. Entirety of Agreement.** This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**E. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

9. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.



The effective date of this MOU is the date of the signature last affixed to this page.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Title

**3STRANDS GLOBAL FOUNDATION**

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Title



**Exhibit A**  
to  
**MEMORANDUM OF UNDERSTANDING**

Yes, SAISD agrees to contract with 3SGF to provide the PROTECT™ Property for SAISD to use for the following Educational Purposes for the below consideration. To the extent the PROTECT™ Property is being provided online, the terms of the online license will also govern.

Description: As part of a grant from the Texas Governor’s office, this agreement will include the following for San Antonio Independent School District during the 2020-21 school year:

- Human Trafficking Training for School Staff (online and in-person, as requested)
- Human Trafficking Prevention Presentations for Parents (online and in-person, as requested)
- Human Trafficking Prevention Curriculum for Students (in-class and distance learning)
- Human Trafficking Reporting Protocol (recommended but not required)

No, SAISD does not wish to contract with 3SGF to use the PROTECT™ Property at this time. SAISD will return all written materials (including electronic materials) containing or reflecting any PROTECT™ Property (including all copies or reproductions), and agrees to destroy all documents, memoranda, notes and other writing whatsoever (including all copies, extracts or other reproductions) prepared by SAISD or its employees based on the information contained in the PROTECT™ Property in accordance with section 8 of the Memorandum of Understanding.

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_ Name

Date

\_\_\_\_\_ Title



## BOARD AGENDA CLARIFICATIONS

Provide this information for Academic Board Agenda Items that have a cost.

Department:	Student and Academic Support Services
Board Meeting Date:	January 11, 2021
Agenda Title:	Approval of the Memorandum of Understanding Between SAISD and 3Strands Global Foundation
Presenter:	Victoria Bustos, Exec. Dir., Student and Academic Support Services
Cost:	None

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
all	all	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>The SAISD area is a prime location for human trafficking based on reports from the Office of the Governor. 3Strands Global Foundation in partnership Love Never Fails and Frederick Douglass Family Initiatives wishes to implement a human trafficking curriculum for students. 3Strands will provide access to their TEA approved curriculum and training modules for the use of the SAISD students, teachers, staff, and parents.</p>
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the District Partner Agreement Between SAISD and the UP Partnership

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

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

**PRESENTER:** Elizabeth Ozuna, Executive Director, Advanced Academics/Postsecondary Initiatives

**MEETING DATE:** January 11, 2021

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

The Board is requested to approve the District Partner Agreement between SAISD and the UP Partnership.

Through this partnership, SAISD, as a member of Diplomás, will join My Brother’s Keeper, the Texas Impact Network, and the National Postsecondary Strategies Institute to become the newly formed Equitable Enrollment Collaborative. This Collaborative will focus on establishing comprehensive and data-informed strategies for strengthening postsecondary readiness preparedness, prioritizing students of color and low-income students.

Members of the Collaborative commit to building data structures that support more efficient data sharing between secondary and postsecondary institutions and to monitoring a small set of key metrics that inform rapid-cycle improvement.

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

Resolved that the Board approves the District Partner Agreement between SAISD and the UP Partnership 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.

## Equitable Enrollment Collaborative: District Partner Agreement

Welcome to the Equitable Enrollment Collaborative, a joint initiative of Diplomás and My Brother's Keeper San Antonio (MBKSA), two action networks of UP Partnership, with an explicit equity focus for students of color--especially young men of color--and Dreamers. The purpose of this agreement is to outline the scope of this project and lay out expectations for your institutional commitment.

### Project Details

The purpose of the Equitable Enrollment Collaborative (EEC) is to provide a tailored space where professionals from secondary and postsecondary institutions across San Antonio and Bexar County can convene to build formal and actionable strategies for increasing our students' postsecondary success. Through structured work time, participating institutions will forge connections within their own institutions to create and enhance comprehensive planning for improving student readiness at the secondary level and local student enrollment and persistence at the postsecondary level.

The foundation for strengthening postsecondary outcomes is college readiness. Without ready students, college persistence and completion rates will not improve at scale. Students in our region have major differences in their college and career readiness, with stark and persistent disparities seen by race and ethnicity. The recent passage of House Bill 3 further intensifies the urgency to close disparities in students' college, career, and military readiness with financial incentives attached in the form of the CCMR Outcomes Bonus.

With the global COVID-19 pandemic, establishing comprehensive and data-informed strategies for strengthening readiness and success beyond high school is more vital than ever. In keeping with UP Partnership's Equitable Recovery Pledge and the promise of reconstructing educational systems with the focused intent of reducing disparities in postsecondary success--particularly racial/ethnic and socioeconomic disparities--the EEC will emphasize strategies that prioritize students of color and low-income students. To ensure comprehensive planning and opportunities for long-term goal setting, the EEC is a three year project. Districts are expected to participate for the entirety of the project, although partner agreements will be signed annually.

UP Partnership is partnering with the Texas Impact Network (TIN) and the National Postsecondary Strategy Institute (NPSI) to design and deliver the ECC for maximum impact with HB3 requirements as its foundation. Collaborative sessions will prioritize institutions' analysis of their own data, as well as sharing patterns and results across institutions to design strategies with countrywide impact. By participating in the EEC, your institution can expect to develop and/or enhance an equity-focused, comprehensive, actionable CCMR plan for increasing the readiness and success of our San Antonio and Bexar County students following high school.

In particular, participating districts can expect to accomplish the following objectives:

- Assess current CCMR goals, partnerships, and strategies with an explicit equity focus for students of color--especially young men of color--and Dreamers.

- Develop a comprehensive CCMR framework that builds on the HB3-mandated plan to align and improve goals, partnerships, and strategies with an explicit equity focus for students of color--especially young men of color--and Dreamers.
- Review and revise funding initiatives and policy structures that close disparities for students of color--especially young men of color--and Dreamers.
- Monitor real time application and financial aid data for college-going seniors in a continuous quality improvement model and observe effects of ongoing strategies.
- Build data infrastructure for more efficient data sharing between secondary and postsecondary institutions in line with the collaborative strategies designed during the EEC.

### Partner Commitment

As a participating partner, you will acquire shared tools, exchange lessons and best practices, reflect on data and grow as leaders for supporting students to and through college. We detail further expectations for commitment in the table below.

Participation Dimension	Participation Requirements
<b>Select Institutional Team</b>	Complete Team Composition sheet. Teams of at least 4 individuals <i>must</i> include representation from: <ul style="list-style-type: none"> <li>● Assistant superintendent affiliated with CCMR (primary point of contact with UP Partnership, unless otherwise designated)</li> <li>● Counseling/advising staff/CCMR staff (district representation required, campus representation optional but recommended)</li> <li>● District data department staff member</li> </ul>
<b>Participating in EEC</b>	Full Institutional Team will attend 7 sessions per year, over the course of 3 years. Each year, the team will attend two 3-hour convenings and five 2-hour sessions during the school year (see Appendix B for dates). The 2020-2021 sessions will be conducted virtually. Sessions for the two subsequent years will be determined in accordance with local public health regulations.  To the extent possible, it is ideal that the team composition remains stable across the three years. In the event a team member must be replaced, please communicate that information to UP Partnership as soon as possible. Appendix C lists points of contact for UP Partnership and the District.
<b>Attendance</b>	Consistent attendance by team members across all EEC sessions is vital to progress and effective strategizing. If team attendance becomes inconsistent and/or individual team members miss more than two consecutive sessions, UP Partnership will request a meeting with the team’s primary point of contact to discuss the situation.

<b>Interinstitutional Strategizing</b>	Monthly sessions will be divided into intra-institutional work time and inter-institutional strategizing. Districts should be prepared to share their best thinking with participating postsecondary institutions and local school district peers about the best ways to increase student readiness and equitable enrollment in San Antonio and Bexar County.
<b>Participating in Secure Data Sharing</b>	<p>Innovations and strategies designed and deployed within the EEC will be informed by and monitored with institutional data. Participating institutions commit to providing the data elements listed in Appendix A, either by submitting them to UP Partnership prior to each session or by bringing them directly to each session. Institutions submitting their data to UP Partnership in advance of each session will receive an interactive visualization of their data for the team’s use during the EEC. Institutions opting out of data sharing with UP Partnership will not receive an interactive visualization and will instead be responsible for bringing data in a usable, visualized form for team use during the EEC.</p> <p>Given the collaborative nature of this learning community, all dashboards produced by UP Partnership will contain data from all institutions supplying data. All visualized data will be in the aggregate. There is currently no request for exchange of student-level data.</p>
<b>Participating in District-Level Data Sharing with Texas Impact Network</b>	Texas Impact Network requests sharing of school system-level CCMR-related aggregated, de-identified student participation and performance data for network level analysis and advocacy.
<b>Participating in EEC Evaluation</b>	UP Partnership will conduct ongoing evaluation of the EEC, largely in the form of participant surveys. All team members will be expected to respond to all evaluation instruments to ensure the EEC is being conducted as effectively as possible.

### **UP Partnership Commitment**

UP Partnership is committed to helping our district partners design and innovate CCMR strategies through training, technical support, systems design, research and evaluation, public buy-in through external communication on behalf of the Equitable Enrollment Collaborative (contact: [Marissa Villa](#), UP Partnership Director of Communications and Engagement), and funding. As the partner managing the EEC, we commit to providing well organized, responsive, and effective support to drive this work forward.

Your signature below indicates your District’s commitment to this partnership as described in this agreement. This is not a contractual agreement and is not legally binding. Thank you for your support and participation in closing CCMR disparities and increasing postsecondary success for each and every student.

This agreement confirms participation for the first year of the Equitable Enrollment Collaborative, from September 1, 2020 through August 31, 2021.

\_\_\_\_\_  
UP Partnership Executive Director Name

\_\_\_\_\_  
Superintendent or Designee Name

\_\_\_\_\_  
UP Partnership Executive Director Signature

\_\_\_\_\_  
Superintendent or Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix A

### Equitable Enrollment Collaborative Data Elements

Districts will provide data to support team planning and strategizing. There are two major uses of data in the EEC: a) Analysis of real time college-going data to support a continuous improvement cycle and b) Analysis of retrospective data to support the design of HB3-related CCMR Action Plans.

UP Partnership is able to provide districts participating in the EEC with interactive visualizations of the data elements below. Please indicate below, separately for Parts A and B, whether your district opts into the visualization option. Appendix B lists submission deadlines should districts opt into UP Partnership visualization, Appendix C lists submission emails, and Appendix D describes the templates in which data should be submitted.

#### A. Rapid Cycle Continuous Improvement

The table below lays out the data elements required of districts to support their real time college ready strategizing. All participating EEC institutions will monitor two key metrics that are reflective of students' postsecondary enrollment behavior: applications and financial aid. Districts and postsecondary institutions can strategize together how to reduce disparities as they are occurring. Participants will review weekly data at their monthly meetings.

Continuous Improvement Data Elements	Demographic Disaggregation
# and % seniors completing/submitting at least 1 application	Weekly data for students <u>across district and in each high school</u> by students' <ul style="list-style-type: none"> <li>○ Race/ethnicity and gender</li> <li>○ Special education status</li> <li>○ Economic disadvantage</li> <li>○ GPA (final or 7th semester)</li> <li>○ English Language Learner status</li> </ul>
# and % of students completing/submitting FAFSA/TASFA	

\*TEA's secure data masking practices apply. Please only include results for student categories with 5 or more students in the denominator.

#### UP Partnership Visualization: Rapid Cycle Continuous Improvement

Please initial next to one option below.

Yes District will provide its data to UP Partnership by the dates listed in *Appendix B*, following the format outlined in *Appendix D* for visualization in an interactive dashboard.

\_\_\_\_\_ District will not submit its data and instead the team's data representative will supply the requested data at every monthly session of the EEC.

## B. Data Retrospective

Participants will be asked to provide retrospective data to support their proactive planning. This three-year data retrospective will allow institutional teams to identify strengths and opportunities for growth in their CCMR plan. The data retrospective will be produced once at the beginning of each academic year to support the team’s planning throughout the year. If districts provide their own retrospective data, the table below lays out the elements that would be visualized in a dashboard for the district team’s use throughout the EEC. If the district opts out of submitting its own retrospective data, UP Partnership will produce a dashboard with more limited publicly accessible TEA TAPR data.

Retrospective Data Elements	Demographic Disaggregation
Average Composite SAT Score	Most recent three years of data <u>across district and in each high school</u> by students’ <ul style="list-style-type: none"> <li>○ Race/ethnicity and gender</li> <li>○ Special education status</li> <li>○ Economic disadvantage</li> <li>○ GPA (final or 7th semester)</li> <li>○ English Language Learner status</li> </ul>
Average Composite ACT Score	
Average Composite TSIA Score	
# and % of high school students ever taken AP	
# and % of high school students ever taken Dual Credit	
# and % of 9 <sup>th</sup> graders passing Algebra I	
# and % of 11 <sup>th</sup> -12 <sup>th</sup> graders participating in college visit	
# and % of 11 <sup>th</sup> -12 <sup>th</sup> graders participating in internships/job shadows	
# of college applications completed per senior as of June 30	
# of college applications submitted per senior as of June 30	
# and % of 12 <sup>th</sup> graders completing FAFSA/TASFA application as of June 30	
# and % of 12 <sup>th</sup> graders submitting FAFSA/TASFA application as of June 30	
# % of graduating seniors who enroll in 2-year institution fall after high school	
# % of graduating seniors who enroll in 4-year institution fall after high school	
Senior : Counselor ratio	
% of counselors earning advanced degrees	

### UP Partnership Visualization: Data Retrospective

Please initial next to one option below.

Yes District will provide its own retrospective data for UP Partnership to visualize in an interactive dashboard by September 10, 2020 for the team’s use in the Fall Convening.

\_\_\_\_\_ District will not submit its own data and instead opts to receive an abridged dashboard of publicly accessible data from UP Partnership at the Fall Convening.

## Appendix B

### Equitable Enrollment Collaborative Key Dates

	<b>Data Submission Deadline</b>	<b>Session Date</b>
Agreement Deadline		August 20th, 2020
Fall Convening	September 10th, 2020	October 8th, 2020
Session 1	November 5th, 2020	November 12th, 2020
Session 2	December 3rd, 2020	December 10th, 2020
Session 3	February 4th, 2021	February 11th, 2021
Session 4	March 4th, 2021	March 11th, 2021
Session 5	April 1st, 2021	April 8th, 2021
Spring Convening	May 6th, 2021	May 13th, 2021
Renewal of Agreement		May 31st, 2021

## Appendix C

### Equitable Enrollment Collaborative Primary Points of Contact

#### UP Partnership (Program)

Staff Name: Cristina Mendez

Staff Title: Director, College Pathways

Staff Email: [cristina@uppartnership.org](mailto:cristina@uppartnership.org)

#### UP Partnership (Data)

Please send all data submissions to the email below by the dates shown in Appendix B.

Staff Name: Dr. Emily Calderón Galdeano

Staff Title: Senior Director of Data, Research, and Analytics

Staff Email: [emily@uppartnership.org](mailto:emily@uppartnership.org)

#### District Partner:

Staff Name: Liz Ozuna

Staff Title: Executive Director, Advanced Academics/Postsecondary Initiatives

Staff Email: eozena1@saisd.net

# Appendix D

## Data Protocol Templates

### A. Rapid Cycle Continuous Improvement

The table below lays out the data elements districts will be sharing on a monthly basis to support their real time enrollment strategizing. Data files should be created in Excel with each of the continuous improvement elements as their own tab. All campus data should be provided on the same data file. UP Data team will provide partners with an Excel spreadsheet by August 26, 2020 that includes tabs for the various elements being requested.

Number of Seniors completing / submitting FAFSA/TASFA																									
Campus	Reporting Period	Total Females	Total Males	# Hispanic		# Black		# Asian		# Amer. Indian		# NH White		# Pacific Islander		# Two or More		# Econ. Disadv.	# ELA	# Spec. Ed	GPA: < 2.0	GPA: 2.0 - 2.49	GPA: 2.5 - 2.99	GPA: 3.0 - 3.49	GPA: > 3.5
				Females	Males	Females	Males	Females	Males	Females	Males	Females	Males	Females	Males	Females	Males								
Campus 1	08/31 - 09/04																								
Campus 1	09/07 - 09/11																								
Campus 1	09/14 - 09/18																								
Campus 1	09/21 - 09/25																								
Campus 1	09/28 - 09/30																								
Campus 2	08/31 - 09/04																								
Campus 2	09/07 - 09/11																								
Campus 2	09/14 - 09/18																								
Campus 2	09/21 - 09/25																								
Campus 2	09/28 - 09/30																								

## B. Retrospective Data

The table below lays out the data elements required of institutions to support their comprehensive planning process. This three-year data retrospective will allow institutional teams to identify strengths and opportunities for growth in their local strategic enrollment plan. The data retrospective will be produced once at the beginning of each academic year to support planning throughout the year.

Data files should be created in Excel with each of the academic years as their own tab. All campus data should be provided on the same data file. UP Data team will provide partners with an Excel spreadsheet by August 26, 2020 that includes tabs for the various elements being requested. If an institution chooses to have UP visualize the data, the institution will submit its retrospective data to UP Partnership by September 10, 2020.

Retrospective Data Elements																										
Data Element	Campus	Total Females	Total Males	# Hispanic		# Black		# Asian		# Amer. Indian		# NH White		# Pacific Islander		# Two or More		# Econ. Disadv.	# ELA	# Spec. Ed	GPA: < 2.0	GPA: 2.0 - 2.49	GPA: 2.5 - 2.99	GPA: 3.0 - 3.49	GPA: > 3.5	
				Females	Males	Females	Males	Females	Males	Females	Males	Females	Males	Females	Males	Females	Males									
Average Composite SAT Score	TOTAL																									
	Campus 1																									
	Campus 2																									
	Campus 3																									
Average Composite ACT Score	TOTAL																									
	Campus 1																									
	Campus 2																									
	Campus 3																									
Average Composite TSIA Score	TOTAL																									
	Campus 1																									
	Campus 2																									
	Campus 3																									
Number (#) of high school students ever taken AP	TOTAL																									
	Campus 1																									
	Campus 2																									
	Campus 3																									
Percent (%) of high school students ever taken AP	TOTAL																									
	Campus 1																									
	Campus 2																									
	Campus 3																									



# BOARD AGENDA CLARIFICATIONS

Provide this information for Academic Board Agenda Items that have a cost.

Department:	College, Career & Military Readiness
Board Meeting Date:	January 11, 2021
Agenda Title:	Approval of the District Partner Agreement Between SAISD and the UP Partnership
Presenter:	Liz Ozuna, Executive Director Advanced Academics/Postsecondary Initiatives
Cost:	None

## IMPACT & COST

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

## 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>As one of the original partners in the Lumina Grant funded Diplomías initiative that focused on Latino Student Success, SAISD continues to support the collective impact work that is now led by the UP Partnership.</p> <p>Work over the last eight years has grown to involve each of the institutions of higher education (IHE) located in San Antonio along with six other school districts, multiple college access partners including the San Antonio Education Partnership, and community partners including the San Antonio Chamber of Commerce.</p> <p>Benchmarks of success for this work include a rising FAFSA completion rate, and rising opportunity and student participation in dual credit courses in all participating districts. In addition, all partners, school districts and IHEs alike, report developing a high capacity for using data to create the conditions for focus and rapid cycle improvement on elements that can really move the needle to improve</p>
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postsecondary access. Transparency in the area of reporting results has supported the growth of a real community of practice where honest conversation takes place to address barriers, challenges, and best practices for real success.

Yet, there is still much work to do. College matriculation and persistence rates continue to lag, and college readiness rates as measured by nationally normed assessments including the SAT and ACT have improved by only a small percentage rate in the participating districts.

Strengthening our students' readiness and ability to access and complete a postsecondary credential is now more vital than ever and to meet this challenge the UP Partnership and its action networks, Diplomás and My Brother's Keeper, will move forward in partnership with the Texas Impact Network (TIN) and the National Postsecondary Strategies Institute (NPSI) under a new umbrella known as the Equitable Enrollment Collaborative (EEC). Collaboration will focus on each partner's analysis of its own data while sharing patterns and learnings across institutions to strengthen and enhance CCMR plans with an explicit focus on equity, especially for young men of color and Dreamers. Work in this collaborative will also align to goals mandated by the passage of House Bill 3.

Data in aggregate collected around common key metrics developed by all the collaborative partners (IHEs, ISDs and college access partners) as well as metrics developed by each institution will form the core for the focus of the work that will be carried forward by teams of four- six people from each institution. Intention and thought in creating meeting agendas and activities ensure the development of the relational capacity that has come to define the benefits of participation in the Diplomás work.

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** **Approval of the Memorandum of Understanding (MOU) between SAISD and Advancement Via Individual Determination (AVID) Center for a “Pro Bono” Training Event and Related Programs for AVID Campus Leadership Development**

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

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

**PRESENTER:** Elizabeth Ozuna, Executive Director, Advanced Academics/Postsecondary Initiatives

**MEETING DATE:** January 11, 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 Advancement Via Individual Determination (AVID) Center for a “pro bono” training event for AVID Campus Leadership made possible by the Panda Cares Foundation. Participation in this program is open to any existing AVID secondary campus. Campus leadership teams of three will participate in a two-day virtual learning experience during spring 2021.

This professional learning supports campus implementation of the AVID College and Career Readiness framework. In addition, it focuses on deeper implementation of a systematic approach to deepening the college-going culture on their campuses by designing a theory of action that addresses educator beliefs and behaviors. Participants will develop their strategies for creating conditions that ensure campus-wide college and career readiness for all students.

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

Resolved that the Board approve the MOU between SAISD and AVID Center for the pro bono training event and related programs for AVID campus leadership development.

### **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.



This Memorandum of Understanding (MOU), with offer date of January 11, 2021 is entered into by and between AVID Center, herein referred to as “AVID” and San Antonio ISD, herein referred to as “District” (individually “Party”, collectively “Parties”).

**1. Term**

The term of this MOU shall be from November 2020 through December 2021 (“Event Date”)

**2. Purpose and Scope**

The purpose of this MOU is to summarize the understanding between the Parties regarding a “pro bono” training event and its related programs for professional development. This is a one-time offer by AVID through a grant made possible by the Panda Cares Foundation and applies to:

Quantity of Sites:   12        Quantity of Participants:   36  

**3. AVID responsibilities:**

- Registration fees for participants of pre-approved sites will be covered – no cost to district.
- Materials and/or supporting documents related to the training will be provided prior to and/or at the training event.
- An AVID-trained Staff Developer will be at the training event to lead the activities.

**District responsibilities:**

- District returns this signed MOU within 30 days of “offer date” listed above to take advantage of this benefit.
- Work with the appropriate AVID Staff Member to ensure the minimum number of attendees (including principals and leaders of identified sites). If a registrant is unable to attend, the district will inform AVID no less than 2 weeks prior to the training.
- Participants attend and complete all 4 modules. All modules will be completed by the mutually agreed upon date by AVID and District but no later than December 31, 2021.
- Participants complete all feedback surveys.

**AVID Center:**

\_\_\_\_\_  
David S. Greulich, Controller

By signing below, District understands and accepts the offer as described above in this MOU.

**District:**

\_\_\_\_\_  
Signature: Authorized Signer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# BOARD AGENDA CLARIFICATIONS

Provide this information for Academic Board Agenda Items that have a cost.

Department:	Advanced Academics/Postsecondary Initiatives
Board Meeting Date:	January 11, 2021
Agenda Title:	Approval of the Memorandum of Understanding between SAISD and AVID Center for a Pro Bono Training Event and Related Programs for AVID Campus Leadership Development
Presenter:	Liz Ozuna
Cost:	N/A

## IMPACT & COST

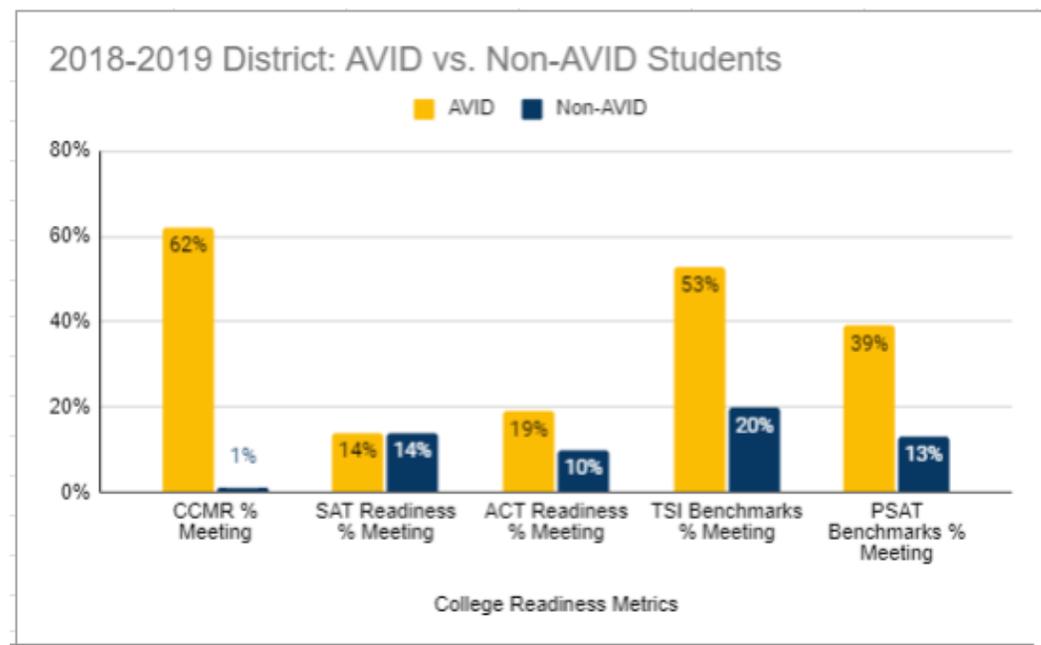
Number of Students	Number of Campus Leaders/ Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
All 6 <sup>th</sup> – 12 <sup>th</sup> grade students at AVID campuses	36	12 AVID sites	N/A	N/A	N/A

## 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>AVID (Advancement Via Individual Determination) is a non-profit that changes lives by helping schools shift to a more equitable, student-centered approach. Their mission is to close the opportunity gap by preparing all students for college readiness and success in a global society. AVID began in 1980 and SAISD was the first district in Texas to pilot AVID in all the comprehensive high schools in 1997.</p> <p>Currently, AVID is serving students in 12 high schools, 13 middle schools/academies and 2 elementary schools. More than 4,000 students are currently enrolled in the AVID elective.</p> <p>Historically, SAISD AVID students outperform non-AVID students on STAAR/EOC and on College, Career, and Military Readiness Metrics.</p>
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## 2018-2019\* College Readiness Metrics AVID vs. Non-AVID Students



\*Most recent data available

[\\*Additional AVID historical data](#)

AVID instructional methodologies support students academic, social and emotional needs by providing the skills to be successful now and in preparation prepare for college. AVID Elective students develop skills in organization, collaboration, note-taking, inquiry and critical reading, skills that they apply throughout their academic classes and careers.

AVID moves schoolwide when a strong AVID system transforms the instruction, systems, leadership and culture of a school to focus on college and career readiness for ALL students. The AVID leadership trainings provide an opportunity for principals to revisit their rationale, philosophy, and methods, while finding clarity, confidence, and comfort with instituting change. As a result, they set in motion a systematic approach to college and career readiness that benefits all students.

Panda Cares—the philanthropic arm of Panda Restaurant Group, Inc. (Panda Express, Panda Inn, Hibachi-San)—has awarded AVID a grant to support Leading Change for Educational Equity (LCEE). Our district has been selected in recognition of its commitment to equitable outcomes and college and career readiness for all students in the district. The LCEE will give the district an opportunity to accelerate its progress, strengthen culture, provide a common language and institutionalize AVID strategies and systems, driving transformation and institutionalizing college, career and life readiness at a school and in the district.

This grant will support three educators from 12 secondary AVID campus leadership teams to attend this two-day virtual learning opportunity on March 16<sup>th</sup> and 18<sup>th</sup>, 2021. AVID Elevate XP: LCEE is designed to empower site and district-based leaders to employ a systemic approach to college and career readiness through the implementation of AVID Schoolwide. Campus leadership teams will return to their sites equipped to identify specific strategies to accomplish, anticipate and troubleshoot potential obstacles/barriers, and implement lasting change in support of college and career readiness for all students.

For more information please review the [AVID Elevate XP: LCEE flyer](#) and the [LCEE overview](#).

## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of the Memorandum of Understanding (MOU) Between SAISD and Project QUEST, Inc.

**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:** January 11, 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 Project QUEST, Inc. The mission of Project QUEST, Inc. is to provide in-demand workforce training, relevant workforce readiness skills, high-order cognitive skills, and college and career transition support to the SAISD community (i.e. adult education students, SAISD high school graduates, SAISD parents, and SAISD Classified employees) to help them prepare for the 21<sup>st</sup> century workforce. The primary goal of this partnership is designed to help SAISD students, parents, and adult learners advance in their college and career endeavors.

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

Resolve that the Board approves the proposed MOU with Project QUEST, Inc. to establish a partnership that will enhance the services currently offered by Project QUEST, Inc. with referrals from SAISD and pre-training from adult education classes in ESL, U.S. Citizenship, High School Equivalency, digital literacy, self-paced distance learning, TSI Preparation, College Ready Student Development.

### **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**  
**Project QUEST, Inc. and San Antonio Independent School District**

This Memorandum of Understanding (MOU) is executed between Project QUEST, Inc. (QUEST), 800 Quintana Road Building 8, San Antonio, TX 78211 and San Antonio Independent School District (SAISD), 141 Lavaca St., San Antonio, TX 78210, and shall begin on December 14, 2020.

The Mission of QUEST is to strengthen the economy and transform lives by preparing individuals for in-demand, living-wage careers.

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

With this Memorandum of Understanding, the above-named parties agree to enter into an agreement of formal partnership that increases effectiveness and impact, while leveraging Project QUEST as a resource to graduating students, families, and residents of SAISD.

Targeted Efforts – SAISD and Project QUEST will offer in-demand workforce training, relevant workforce readiness skills, high-order cognitive skills, and college and career transition support to the SAISD community (i.e. SAISD adult education students, SAISD high school graduates, SAISD parents and SAISD classified employees) to help them prepare for the 21st century workforce. Services will be promoted through a strategic mix of marketing and promotion that will include, but not be limited to, social media, email blasts, robo calls, content on the SAISD website (campus and District pages) and Project QUEST websites, flyers, banners, news/media releases, outreach activities by key SAISD departments (i.e. FACE, Adult Education, CTE), and/or outreach activities in partnership with Project QUEST in order to leverage the services of each organization.

Each partner agrees to the following -

- Project QUEST:
  1. Provide outreach/recruitment services, per Exhibit A, to SAISD Adult Education Literacy Learners that have graduated from or are engaged in High School Equivalency, U.S. Citizenship, English as a Second Language, Distance Learning, and Texas Success Initiative (TSI) classes.
  2. Provide outreach/recruitment and career pathway mapping services to SAISD Adult Learners enrolled in Career Exploration/Training services.
  3. Provide outreach/recruitment services to SAISD high school students projected to graduate within the current school year.
  4. Provide outreach/recruitment services, contextualized in work readiness and life skills training, to SAISD families, under the direction of Family and Community Engagement (FACE) staff, during Family Power Hour and other campus and District events and initiatives for SAISD families.
  5. Provide outreach/recruitment services to SAISD stakeholders, under guidance from district and school officials.
  6. Provide, as available, work readiness training and/or field work (internships/externships) to SAISD Adult Education Literacy and Career Exploration/Training Learners.
  
- SAISD:
  1. Provide pre-training, per Exhibit A, to SAISD Adult Education students not college ready and interested in qualifying for Project QUEST services.
  2. Coordinate with Project QUEST outreach/recruitment services to college ready SAISD Adult Learners.
  3. Coordinate with Project QUEST outreach/recruitment services to SAISD high school graduates.

4. Connect Project QUEST with SAISD FACE staff to coordinate outreach/recruitment services to SAISD parents during Family Power Hour and other campus and District events and initiatives for SAISD families.
5. Coordinate TSI training to provide college remedial services to Project QUEST participants.
6. Provide classroom training space related amenities (i.e. access to copier and computer lab) and parking, as warranted by specific class.

The Parties' Joint Obligations -

The parties agree that the cost of services provided hereunder shall be contributed as an in-kind contribution to the program, except as noted. Neither Project QUEST nor SAISD have the authority to act for or on behalf of each other except as provided for in this Agreement and no other authority, power or use is granted or implied. Neither Project QUEST nor SAISD may incur any debt, obligation, expense, or liability of any kind on behalf of one another without the party's expressed written permission.

Data Sharing -

Either party may be a provider of data to the other, or a recipient of data from the other. Both parties shall comply with all Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement. Data transferred pursuant to the terms of this Agreement shall be utilized solely for the purposes set forth in the "Memorandum of Understanding".

Partnership Measurement –

*Purpose:* SAISD and Project QUEST have come together to build a system of success for SAISD CTE high school students, Adult Education students and SAISD families. This partnership will design education services, support services, and workforce pathways across the SAISD community with the goal of supporting program participants in achieving their academic, career, and life goals.

*Specific Outcomes/Outputs:* SAISD and Project QUEST are committed to aiding all qualified candidates achieve their goals. Specific outcomes/outputs expected include the following: increased income and job retention for student graduates, increased number of industry-certified students, increased talent pipeline to employers, job placement and/or job promotion for student graduates, increased college and career readiness skills, increased digital literacy, and if applicable attain American citizenship, and English proficiency.

Measurement Tracking Process -

SAISD program participation data will be collected using various tools to include the Adult Education TEAMS data management system, SAISD ACE Transition Specialist and FACE Specialist support systems, Microsoft Office Referral Form and Project QUEST data management tools. The data management process to track outcomes/outputs and optimize operations for this program will include:

- ✓ Referral management utilizing Microsoft Office Referral Form
- ✓ Track student attendance via sign-in sheet and enter data into data management system
- ✓ Collect participant information pre/post-graduation (up to one year after graduation) utilizing specific pre/post-graduation surveys
- ✓ Monitor student participant needs through student observations in class and one-to-one communication
- ✓ Monitor progress assessment, analyze results, and enter data into data management system
- ✓ Identify staff, services, programs, and efforts that are the most effective at achieving desired outcomes by interviewing students or utilizing exit surveys

- Project QUEST:

1. Track all applicants referred by SAISD that apply for enrollment.
2. Participate in quarterly meetings with SAISD as coordinated by Project QUEST
3. Enroll eligible applicants referred by SAISD, a minimum of 25 candidates per calendar year.
4. Refer eligible applicants to SAISD, a minimum of 25 candidates per calendar year.
5. Provide a 90% placement and graduation rate.

- SAISD:

1. SAISD Adult Education will review all registrations to define college-ready, not college-ready criteria.
2. Refer college ready eligible applicants to Project QUEST, a minimum of 25 candidates per calendar year.
3. Track all applicants referred by Project QUEST to SAISD.
4. Participate in quarterly meetings with Project QUEST as coordinated by Project QUEST.

Reporting -

Each partner agrees to the following –

To provide representation and participate in quarterly meetings that will occur no later than the 15<sup>th</sup> calendar day of the month, or next working day if 15<sup>th</sup> of month falls on a holiday or weekend, following the end of the first calendar quarter.

Single or Limited Points of Contact -

To help ensure the success of the partnership and to facilitate the continuous flow of information between the two partners, both QUEST and SAISD agree to a single or limited point of contact, which are as follows:

Project QUEST – Hugo Hernandez, Program Manager, 210-630-4680, [Hugo@questsa.org](mailto:Hugo@questsa.org).

Project QUEST – Amanda Poplawsky, Interim Candidate Outreach Coordinator, 210-630-4514, [Amanda@questsa.org](mailto:Amanda@questsa.org).

SAISD Contact 1 – Johnny Vahalik, Executive Director, College & Career Readiness, 210-554-2610, [jvahalik1@saisd.net](mailto:jvahalik1@saisd.net)

SAISD Contact 2 – Darlene Volz, Director, Adult & Community Education, 210-554-2450, [dvolz@saisd.net](mailto:dvolz@saisd.net)

SAISD Contact 3 – Elsa Pennell, Director, Family and Community Engagement, 210-554-2243, [epennell1@saisd.net](mailto:epennell1@saisd.net)

Termination -

This MOU covers the essential elements of a cooperative partnership. The parties agree in good faith to meet and discuss any issues that may arise. The parties shall work diligently to resolve those situations where the parties, policies, or procedures may require further discussion.

To the extent that any issue is not resolved, either party may terminate its participation in this MOU by providing written notice thirty (30) days prior to termination of the partnership.

This agreement entered effective December 14, 2020, between QUEST and SAISD. This MOU shall renew automatically each year unless terminated as set forth in this document.

# Bridge to Success





## BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU.

Department:	College and Career Readiness, Adult and Community Education and Family and Community Engagement
Board Meeting Date:	January 11, 2020
Agenda Title:	Approval of the Memorandum of Understanding (MOU) between SAISD and Project QUEST, Inc.
Presenter:	Johnny Vahalik, Senior Executive Director for College, Career and Military Readiness
Cost:	No cost to SAISD

### IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
25+	6	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, pre-training, and certification training partnership with Project QUEST will increase the number of students served in our community and enhance what is currently offered by Project QUEST to these students by providing SAISD Adult Education classes in ESL, U.S. Citizenship, High School Equivalency, digital literacy, self-paced distance learning, TSI Preparation, and college ready student development.</p>
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## SAISD BOARD AGENDA SUMMARY FORM

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**AGENDA TITLE:** Approval of Monthly Budget Reports and Amendments for January 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:** January 11, 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 January 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**

JANUARY 2021

2020-21 Budget Amendment # 5

**General Fund**

<b>I. INCREASE FUND BALANCE</b>	<b>Requested By:</b>	<b>Amount</b>
A. Increase Estimated Revenue:		_____
		-
B. Decrease Appropriations:		_____
		\$ -
		-
I. Total transactions increasing Fund Balance		<b>\$ -</b>
<b>II. DECREASE FUND BALANCE</b>	<b>Requested By:</b>	<b>Amount</b>
A. Increase Appropriations:		_____
		-
B. Decrease Estimated Revenue:		_____
		\$ -
		-
II. Total transactions decreasing Fund Balance		<b>\$ -</b>
<b>III. NO CHANGE TO FUND BALANCE</b>	<b>Requested By:</b>	<b>Amount</b>
A. Decrease Estimated Revenue and Appropriations:		
Setup Indirect Costs Fd 381-1	L. Garza	(2,487)
Setup Indirect Costs Fd 429-0	L. Garza	(528)
Insurance Recovery Vehicle #1601	J. Curiel	1,019
Setup Indirect Costs Fd 381-0 PY	L. Garza	(2,773)
		_____
		\$ (4,769)
B. Increase Estimated Revenue and Appropriations:		
Setup Indirect Costs Fd 381-1	L. Garza	\$ 2,487
Setup Indirect Costs Fd 429-0	L. Garza	528
Setup Indirect Costs Fd 381-0 PY	L. Garza	2,773
		_____
		5,788
C. Decrease Appropriations and Increase Transfers Out to Other Uses		_____
		-
III. Total transactions with no impact on Fund Balance		<b>\$ 1,019</b>
<b>IV. Net increase (decrease) to General Fund Balance for this Budget Amendment</b>		<b>\$ -</b>

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment No. 5**  
**For JANUARY 2021**  
**Board Agenda**  
**GENERAL OPERATING FUND**

<b>REVENUE</b>	<b>Budget As Adopted July 1, 2020</b>	<b>Budget as Amended</b>	<b>Administrative Adjustments # 5</b>	<b>BA No. 5 Changes</b>	<b>Budget As Amended Thru BA # 5</b>
5700 Local	\$ 219,700,680	\$ 217,505,094	\$ -	\$ 1,019	\$ 217,506,113
5800 State	267,514,240	269,714,240	-	5,788	269,720,028
5900 Federal	11,200,000	11,200,000	-	(5,788)	11,194,212
Total Revenue	498,414,920	498,419,334	-	1,019	498,420,353
7900 Other Resources	-	-	-	-	-
<b>Total Revenue &amp; Other Resources</b>	<b>\$ 498,414,920</b>	<b>\$ 498,419,334</b>	<b>\$ -</b>	<b>\$ 1,019</b>	<b>\$ 498,420,353</b>
<b>APPROPRIATIONS</b>					
11 Instruction	\$ 282,883,382	\$ 282,171,396	\$ 208,236	\$ -	\$ 282,379,632
12 Inst Resources & Media	5,585,145	5,647,333	(12,500)	-	5,634,833
13 Curriculum & Prof. Dev.	16,598,834	16,344,115	(23,718)	-	16,320,397
21 Instructional Administration	10,391,568	10,385,567	(14,879)	-	10,370,688
23 School Leadership	34,426,518	34,446,540	32,917	-	34,479,457
31 Guidance & Counseling	15,864,967	15,733,690	(56,325)	-	15,677,365
32 Social Work Services	3,610,208	3,909,937	(1,000)	-	3,908,937
33 Health Services	9,566,496	9,631,333	2,588	-	9,633,921
34 Student Transportation	11,609,701	11,598,431	(5,466)	-	11,592,965
35 Food Services	152,547	152,547	-	-	152,547
36 Cocurricular/Extracurricular	12,419,208	12,797,893	(2,000)	-	12,795,893
41 General Administration	16,673,399	16,616,367	(131,512)	-	16,484,855
51 Plant Maintenance	55,011,972	54,961,412	3,466	-	54,964,878
52 Security & Monitoring	6,840,688	6,839,908	193	1,019	6,841,120
53 Data Processing	11,446,198	11,631,931	-	-	11,631,931
61 Community Services	3,887,022	3,881,206	-	-	3,881,206
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	81,067	218,679	-	-	218,679
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	498,417,285	-	1,019	498,418,304
Other Uses	2,000	2,049	-	-	2,049
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 498,414,920</b>	<b>\$ 498,419,334</b>	<b>\$ -</b>	<b>\$ 1,019</b>	<b>\$ 498,420,353</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 (Appropriations) / (Uses)	\$ -	\$ -		\$ -	\$ -
Ending Fund Balance 6/30/21	<u>\$ 99,872,221</u>	<u>\$ 99,872,221</u>		<u>\$ -</u>	<u>\$ 99,872,221</u>

1. Preliminary Projection as of June 30, 2020

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment No. 5**  
**For JANUARY 2021**  
**Board Agenda**  
**FOOD SERVICE FUND**

<b>REVENUE</b>	<b>Budget As Adopted July 1, 2020</b>	<b>Budget As Amended</b>	<b>Administrative Adjustments # 5</b>	<b>BA No. 5 Changes</b>	<b>Budget As Amended Thru BA # 5</b>
5700 Local	\$ 1,356,510	\$ 1,356,510	\$ -	\$ -	\$ 1,356,510
5800 State	168,410	168,410	-	-	168,410
5900 Federal	46,488,490	46,488,441	-	-	46,488,441
Total Revenue	48,013,410	48,013,361	-	-	48,013,361
7900 Other Resources	2,000	2,049	-	-	2,049
<b>Total Revenue &amp; Other Resources</b>	<b>\$ 48,015,410</b>	<b>\$ 48,015,410</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 48,015,410</b>
<b>APPROPRIATIONS</b>					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	45,507,109	45,501,109	-	-	45,501,109
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	2,982,748	2,988,748	-	-	2,988,748
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	574,633	574,633	-	-	574,633
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	49,064,490	49,064,490	-	-	49,064,490
Other Uses	-	-	-	-	-
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 49,064,490</b>	<b>\$ 49,064,490</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49,064,490</b>
Beginning Fund Balance 7/01/20 <sup>1</sup>	\$ 7,331,259	\$ 7,331,259	-	-	\$ 7,331,259 <sup>1</sup>
Net Revenue/Sources over (Appropriations) / (Uses)	\$ (1,049,080)	\$ (1,049,080)	-	\$ -	\$ (1,049,080)
Ending Fund Balance 6/30/21	<u>\$ 6,282,179</u>	<u>\$ 6,282,179</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,282,179</u>

<sup>1</sup> Preliminary Projection as of June 30, 2020.

**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 \$1.02105		I&S Tax Rate \$0.48125	Tax Rate \$1.50230
5700	Local Revenue	\$ 217,506,113	\$ 1,356,510	\$ 93,579,675	\$ 312,442,298
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>\$ 498,420,353</b>	<b>\$ 48,013,361</b>	<b>\$ 93,579,675</b>	<b>\$ 640,013,389</b>
	<b>APPROPRIATIONS</b>				
0011	Instruction	\$ 282,379,632	\$ -	\$ -	\$ 282,379,632
0012	Instructional Resources & Media Svcs.	5,634,833	-	-	5,634,833
0013	Curriculum Development & Inst Staff Dev	16,320,397	-	-	16,320,397
0021	Instructional Leadership	10,370,688	-	-	10,370,688
0023	School Leadership	34,479,457	-	-	34,479,457
0031	Guidance, Counseling & Evaluation Svc.	15,677,365	-	-	15,677,365
0032	Social Work Services	3,908,937	-	-	3,908,937
0033	Health Services	9,633,921	-	-	9,633,921
0034	Student ( Pupil) Transportation	11,592,965	-	-	11,592,965
0035	Food Services	152,547	45,501,109	-	45,653,656
0036	Cocurricular /Extracurricular Activities	12,795,893	-	-	12,795,893
0041	General Administration	16,484,855	-	-	16,484,855
0051	Plant Maintenance & Operations	54,964,878	2,988,748	-	57,953,626
0052	Security & Monitoring Services	6,841,120	-	-	6,841,120
0053	Data Processing Services	11,631,931	-	-	11,631,931
0061	Community Services	3,881,206	-	-	3,881,206
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	218,679	574,633	-	793,312
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>\$ 498,418,304</b>	<b>\$ 49,064,490</b>	<b>\$ 88,789,156</b>	<b>\$ 636,271,950</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 November 2020

	Beginning* Balance	Prior Changes YTD	Changes This Period	Current 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	\$ -	\$ (2,317,514)	\$ (220,599)	\$ (2,538,113)
Transfer Out for Construction/Renovation	\$ -	\$ -	\$ -	\$ -
Purchase of Child Nutrition Warehouse	\$ -	\$ -	\$ -	\$ -
<b>1000 Total Assets</b>	<b>\$ 8,096,126</b>	<b>\$ (2,317,514)</b>	<b>\$ 943,736</b>	<b>\$ 6,722,348</b>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities & Pending Transfers:	\$ -	\$ -	\$ -	\$ -
<b>2000 Total Liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</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	(1,519,414)	(220,599)	426,644
13 Def Maint., Facilities Construction / Renovation or Land/Building Purchase	-	-	-	-
Proj # Assigned Fund Balance:				
11 Facilities and Technology Projects	5,929,469	(798,100)	1,164,335	6,295,704
<b>3000 Total Fund Balance</b>	<b>8,096,126</b>	<b>(2,317,514)</b>	<b>943,736</b>	<b>6,722,348</b>
<b>4000 Total Liabilities and Fund Balances</b>	<b>\$ 8,096,126</b>	<b>\$ (2,317,514)</b>	<b>\$ 943,736</b>	<b>\$ 6,722,348</b>

\* Beginning balance reflects estimated balances as of June 30, 2020

**CALCULATION OF AVAILABLE FUND BALANCE:**

FUND BALANCE: For Posted Data Available through November 2020	\$6,722,348
Less Budget Appropriated or Accounts or Wages Payable	3,194,643
Add Back Paid Expenditures Reflected in Balance Sheet	1,996,962

**AVAILABLE FUND BALANCE: \$5,524,667**



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
 Fiscal Year 2020-2021  
**Professional Services managed  
 by Board of Trustees**  
 For Posted Data Available through November 2020

	<u>Current Actual</u>	<u>Year to Date Actual</u>
<b>Legal Services- General Counsel (2020-21 Fiscal Year)</b> Escamilla & Poneck, LLP	<u>-</u>	<u>258,004</u>
<b>Audit Services (2019-20 Engagement Year)</b> Garza, Gonzalez & Associates	<u>-</u>	<u>-</u>
<b>Audit Services (2020-21 Engagement Year)</b> Garza, Gonzalez & Associates	<u>-</u>	<u>-</u>
<b>Legal Services- Financial Advisors (2020-21 Fiscal Year)</b> Frost Bank	<u>61,395</u>	<u>115,140</u>
<b>Total Professional Expenditures</b>	<b><u>\$ 61,395</u></b>	<b><u>\$ 373,144</u></b>