SAISD

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, February 8, 2021
5:30 PM
Zoom Webinar

AGENDA

1. **Call to Order**
   A. Meeting Called to Order
      1. Roll Call of Board Members Present and Declaration of Quorum
         Present_____ Absent_____
         a. Mrs. Patti Radle
         b. Mr. Arthur Valdez
         c. Ms. Debra A. Guerrero
         d. Mr. Ed Garza
         e. Mr. Steve Lecholop
         f. Mrs. Christina Martinez
         g. Mrs. Alicia M. Perry
      2. Recording of Superintendent Present
         a. Mr. Pedro Martinez
      3. Pledge of Allegiance to the U. S. Flag

BOARD OF TRUSTEES

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

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

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

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

2. **Recognitions**

A. Recognition of the SAISD Student Calendar Artwork Contest Winners 4

B. Recognition of the JROTC Student Commanders and Teachers for Earning Accreditation as U.S. Army JROTC Battalions from the United States Army Cadet Command 6

C. Recognition of the Jefferson High School Counseling Department as Recipients of the Counselors Reinforcing Excellence in Texas (CREST) Award 8

3. **Governance**

A. Approval of the Resolution in Recognition of "Love the Bus Month" 10

B. Update on SAISD's Response to the Ongoing COVID-19 Crisis and Associated Expenditures 12

C. Presentation on the SAISD Pathways in Technology Early College High School (P-TECH) Programs 13

D. Order Calling an Election for Trustees from Single-Member Districts (SMDs) One, Three, Four, and Seven 14

E. Approval of the Joint Election Agreement with the Bexar County Elections Administrator and other Governmental Entities for the General Elections to be Held on May 1, 2021 19

4. **Consent Agenda**

A. Approval of the Local Innovation Plan and the Renewal of the District of Innovation Designation 24

B. Approval of the Memorandums of Understanding (MOUs) Between SAISD and Alamo Colleges District for the SAISD Pathways in Technology Early College High School (P-TECH) Programs 29

C. Approval of the Memorandum of Understanding (MOU) Between SAISD and U.S. Department of Education Impact Aid Program 223

D. Approval of the Memorandum of Understanding (MOU) Between SAISD and the San Antonio Police Department 229

E. Approval of the Memorandum of Understanding (MOU) Between SAISD and the University of Texas at San Antonio (UTSA) for the Cultivating Learning in Middle School and Beyond (CLIMB) Program 236

F. Approval of the Purchase and Installation of Large Enterprise Cloud Document Management and Workflow Automation Software and Services 242

G. Approval of the Review of Investment Policy and Strategies CDA (LOCAL) and CDA (LEGAL) 245

H. Approval of the Quarterly Investment Report for the Period of July 270

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	2020 to September 2020	
I.	Approval of Monthly Budget Reports and Amendments for February 2021	303
J.	Approval of General Contractor for 2021 Chiller Replacements at Six Campuses	311

5. **Closed Session**
   A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, and TGC 551.074)
      1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)
      2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification and dismissal of an employee. (TGC 551.071 and TGC 551.074)
   B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.
6. **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

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Recognition of the SAISD Student Calendar Artwork Contest Winners**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Dr. Daniel Loudenback, Executive Director of Fine Arts

MEETING DATE: February 8, 2020

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to recognize the Student Calendar Artwork Contest Winners.

Each year, the SAISD Fine Arts Department showcases student artwork through the SAISD Calendar Art Contest. The contest is in its 3rd year and was organized by Fine Arts Coordinator Dianne Marks. The contest was introduced in September and is open to high school art students. This school year over 60 entries were submitted and 13 individuals had their artwork selected for the yearly calendar. The contest winners are as follows:

Mikan Sohocki, Luther Burbank High School
Art Teacher: Paige Gandara-Valderas

Jessica Reyes, Brackenridge High School
Art Teacher: Liz Hanovice

Peh Meh, Sam Houston High School
Art Teacher: Mandy Goynes

Liliana Tovar, Young Women's Leadership Academy
Art Teacher: Laura Schultz

Gabryanna Vargas, Cooper Academy at Navarro
Art Teacher: Jolene Navarro

Mia Moreno, Young Women's Leadership Academy
Art Teacher: Laura Schultz

Elysa Escobedo, Thomas Jefferson High School
Art Teacher: Amber Smith

Karely Trevino, Travis Early College High School
Teacher: Kristina Williams-Berrier

Andrea Arriaga, Luther Burbank High School
Art Teacher: Paige Gandara-Valderas

Marlina Anguinaga, Edison High School
Art Teacher: Dezarre` Boone

Mia Garza, Thomas Jefferson High School
Art Teacher: Amber Smith

Gabriella Toscano, CAST Med High School
Art Teacher: Linda Marsh

Sarah Espinoza, Lanier High School
Art Teacher: Eduardo Romero

The SAISD Board and Superintendent congratulates these students on their incredible artwork and creative abilities.

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)

[X] 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.
[X] 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

AGENDA TITLE: **Recognition of the JROTC Student Commanders and Teachers for Earning Accreditation as U.S. Army JROTC Battalions from the United States Army Cadet Command**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Lieutenant Colonel (Retired) Jerry Cheatom, Director of Army Instruction

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to recognize the JROTC cadets and teachers for their achievements during the JROTC Program for Accreditation (JPA).

All high school JROTC programs in U.S. Army Cadet Command must adhere to the "Cognia" Performance Standard. The JPA is used to evaluate schools, students, and teachers, as defined by public law, contracts, and the U.S. Army and U.S. Army Cadet Command Regulations and policies, to ensure compliance with program criteria. School district students and teachers receive a JPA visit at least once every three years. The SAISD accreditation process was conducted in December 2020. This process evaluated the continuous improvement plans and presentation, service-learning project and presentation, student portfolios, teacher portfolios, and annual unit reports. All seven SAISD schools received accreditation and all received an "A" rating, which is Honor Unit with Distinction (HUD). The HUD status allows all SAISD JROTC students to wear a gold star above their uniform name plate. The schools' JROTC Battalions scores ranged from 95-100 with a median score of 97.27. The SAISD Office of the Department of JROTC was also accredited with a perfect 100 score.

The SAISD Board and Superintendent congratulates the JROTC campuses on this outstanding award.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Recognition of the Jefferson High School Counseling Department as Recipients of the Counselors Reinforcing Excellence in Texas (CREST) Award**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to recognize the Jefferson High School Counseling department as recipients of the Counselors Reinforcing Excellence in Texas (CREST) award. CREST is a state award sponsored by the Texas School Counselor Association (TSCA) and is awarded to exemplary school counseling programs. CREST award winners must demonstrate evidence of effective school counseling program design, effective program implementation, and emphasize a commitment to obtaining results that boost achievement and wellness for all students.

The Jefferson High School counseling team plans together with the use of data and progress monitoring. There is evidence of classroom guidance lessons, college and career readiness activities, and attention on social, emotional and academic development. They engage their students, staff, and community. These practices demonstrate the effectiveness of their school counseling program, as reflected in the Texas Education Agency's (TEA) Texas Model for Comprehensive School Counseling Programs.

<u>The Jefferson High School Leadership Counseling Department:</u>
Principal: Ralf Halderman
Lead Counselor: Esperanza "Hope" Garza
High School Counselors: Rita Beck, Erin Dickson, Juli Gonzalez and Priscilla Vomero

The SAISD Board and Superintendent congratulates the Jefferson High School Counseling Team on this outstanding award.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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[ ] SAISD will ensure fiscal health.

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Resolution in Recognition of "Love the Bus Month"**

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

REQUESTED BY: Willie Burroughs, Chief Operations Officer

PRESENTER: Nathan Graf, Senior Executive Director Transportation Department

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Resolution in Recognition of "Love the Bus Month" in SAISD. February is national "Love the Bus" month. SAISD has celebrated this recognition for the past four years by highlighting the important role that Bus Drivers play in educating our students and safely transporting them. Since COVID hit in March 2020, SAISD Bus Drivers also began transporting food, technology, and academic materials to District students in the community.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the attached Resolution in recognition of "Love the Bus Month" in SAISD.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

[X] 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.

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SAN ANTONIO INDEPENDENT SCHOOL DISTRICT RESOLUTION TO DECLARE FEBRUARY 2021 AS THE "LOVE THE BUS MONTH"

WHEREAS, the San Antonio Independent School District will join the American School Bus Council in celebrating "Love the Bus Month" to show appreciation for the hundreds of thousands of school bus drivers nationwide;

WHEREAS, launched in 2007, the observance is a way to raise awareness and acknowledgment for the experience of riding the bus to and from school, and recognize the diverse group of professionals whose daily efforts make the yellow school bus part of the fabric of life;

WHEREAS, the event highlights the important role of the yellow school bus in education, with a particular focus on thanking school bus drivers for safely transporting 25 million children to and from school every day;

WHEREAS, the month-long observance also provides an opportunity for parents and children to learn more about the safety and environmental benefits of school bus transportation;

WHEREAS, SAISD Bus Drivers supported students during COVID by transporting food, technology, and academic materials to their homes;

NOW, BE IT FURTHER RESOLVED that we, the Board of Trustees of the San Antonio Independent School District, joins the American School Bus Council in proclaiming February 2021 as "National Love the Bus Month".

Approved and adopted February 8, 2021, by the SAISD Board of Education San Antonio, Texas

_____
Patti Radle, President

_____
Debra A. Guerrero, Secretary

SAISD BOARD AGENDA SUMMARY FORM

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

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

REQUESTED BY: Pedro Martinez, Superintendent

PRESENTER: Pedro Martinez
Patti Salzmann, Deputy Superintendent

MEETING DATE: February 8, 2021

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 17th 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.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Presentation on the SAISD Pathways in Technology Early College High School (P-TECH) Programs**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will receive a presentation on the SAISD Pathways in Technology Early College High School (P-TECH) Programs. San Antonio ISD will have five P-TECH programs starting in the 2021-2022 school year. The P-TECH model represents the best of what public-private partnerships can look like, with students taking high school and college coursework simultaneously and engaging in industry-guided workforce development. P-TECH is a public education reform model focused on college attainment and career readiness. P-TECH schools span grades 9-14 and enable students to earn both a high school diploma and an industry certification and two-year postsecondary degree, at no cost.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Order Calling an Election for Trustees from Single-Member Districts (SMDs) One, Three, Four, and Seven**

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

REQUESTED BY: Patti Radle, SAISD Board President

PRESENTER: Tiffany Grant, Chief of Staff and Diversity Officer

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

Section 3.005 of the Texas Election Code requires the Board to approve an Order calling for an election for the purpose of electing Trustees for the San Antonio Independent School District. Election Day is Saturday, May 1, 2021.

SAISD Trustees are elected by Single-Member Districts (SMDs), through staggered terms, every two years. The May 1, 2021 election and Board Policy BBB (LOCAL) require election for Trustees from SMDs One, Three, Four, and Seven. The election must be held jointly with the City of San Antonio elections, pursuant to Section 11.0581 of the Texas Education Code.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the Order Calling an Election of Trustees for Saturday, May 1, 2021in SMDs One, Three, Four, and Seven, as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

199-41-6439-05-725-1-99-000**:** Amount to be determined.

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

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ORDER
BY THE BOARD OF TRUSTEES OF
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
CALLING AN ELECTION TO BE HELD ON MAY 1, 2021
FOR THE PURPOSE OF ELECTING FOUR TRUSTEES

BE IT ORDERED BY THE BOARD OF TRUSTEES OF SAN ANTONIO INDEPENDENT SCHOOL DISTRICT OF BEXAR COUNTY, TEXAS:

I.

That an election be held in four single-member trustee districts of the San Antonio Independent School District of Bexar County, Texas, on SATURDAY, MAY 1, 2021, for the purpose of electing four trustees to the Board of Trustees, to-wit**:** a school trustee from Single-Member District Number One (1); a school trustee from Single-Member District Number Three (3); a school trustee from Single-Member District Number Four (4); and a school trustee from Single-Member District Number Seven (7); and that the term of office for such trustees be for a term of four years, in accordance with Section 11.059 (c) of the Texas Education Code.

II.

That said election shall be held as prescribed by law; that any candidate desiring to have his or her name placed on the official ballot in said election as a candidate for school trustee from such single-member districts shall, on or before 5:00 p.m. on February 12, 2021, and not earlier than January 13, 2021, file with the Secretary of the Board of Trustees of said District, or the Secretary's duly appointed agent(s), at the District's Central Office located at 141 Lavaca Street, San Antonio, Texas 78210, an application in writing signed and sworn to by such candidate, requesting that his or her name be placed on the official ballot, and designating the single-member district in which the candidate intends to run for the Board of Trustees; that any eligible candidate failing to file said written application of candidacy by the time required aforesaid shall not be entitled to have his or her name printed on the official ballot; that no candidate may file an application of candidacy, or have his or her name placed on the official ballot, for more than one single-member district position to be voted upon; that the names of all eligible candidates for the single-member district trustee position to be voted upon, whose applications have been duly and timely filed, shall be placed on the ballot pursuant to law.

The duly appointed agents for the Secretary of the Board of Trustees for receiving applications of candidacy for this election are **Tiffany Grant and Theresa Mendoza**.

III.

That a candidate for trustee representing a single-member district must be a resident qualified voter of the single-member district that he or she seeks to represent.

IV.

That all qualified voters of each such single-member trustee district shall be entitled to elect one trustee to the Board of Trustees in said election from their respective single-member district; and that each candidate receiving the highest number of the votes in each single-member district shall be declared elected.

V.

That the District shall enter into a contract with the Bexar County Elections Administrator (the "Administrator") to perform election services as permitted by the Texas Election Code.

VI.

That the poll locations for the election shall be those locations selected by the Administrator in collaboration with the District's local election officer for the proper conduct of the election; and that the District election precincts and poll locations established for the election, including for early voting, shall be contained in the list of polling places which, when selected, shall be attached hereto and made a part hereof for all purposes.

VII.

That the polls for the election shall be open on the day of election from 7:00 a.m. to 7:00 p.m.

VIII.

That the Board of Trustees hereby appoints election officers, consisting of a Presiding Judge and Alternate Presiding Judge, to be those election officers selected by the Administrator for the proper conduct of the election.

IX.

That early voting by personal appearance shall be conducted during the period early voting is permitted or required by law, to-wit: from Monday, April 19, 2021, through Tuesday,

April 27, 2021, as hereinafter designated by the Administrator in collaboration with the District's local election officer, and which shall be reflected as an attachment to this Order; that early voting by personal appearance shall be conducted at the Main Early Voting Location located at the Bexar County Elections Department, 1103 S. Frio Street, San Antonio, Texas; that early voting may also take place at other locations as may be designated by the Administrator and established by resolution for joint elections; that early voting by mail may be conducted, in addition to any other manner permitted by law, by making application for ballot with the Early Voting Clerk at the office of the Bexar County Elections Administrator, 1103 S. Frio Street, San Antonio, Texas 78207, which is hereby designated as a place at which early voting by mail may be conducted.

X.

That the Administrator is hereby appointed to serve as **Early Voting Clerk** for the election. The Early Voting Clerk is hereby authorized to designate, at a later date, Deputy Early Voting Clerks as may be required to conduct early voting for the election.

XI.

That the legally authorized voting system and voting machines to be used in the holding of the election on the day of the election, and also in conducting early voting by personal appearance, shall be the system and machines authorized by Bexar County, namely, the *ExpressVote* voting system from Election Systems & Software, LLC; provided, however, that in the event that the use of such electronic voting devices shall not be available, the election shall be conducted by the use of paper ballots or other voting devices as are authorized by the Texas Secretary of State and approved by the Administrator in the proper conduct of the election.

XII.

That the Early Voting Clerk shall determine whether a Signature Verification Committee shall be appointed to verify signatures in accordance with § 87.027 of the Election Code, which, if required, shall consist of at least five (5) persons, as required by law; that the Signature Verification Committee shall determine acceptable early ballots received by mail and provide results to the Early Voting Ballot Board.

XIII.

That the Central Counting Station(s) established by the Administrator shall be the counting station(s) for the election. The Administrator shall appoint a Presiding Judge,

tabulation supervisor, assistant supervisor, and manager of the Central Counting Station(s), and such clerks as required for operations and integrity of determining election results.

XIV.

That in holding and conducting the election, voter forms, instructions, and other materials required therefor, including the ballot, shall be in both the English language and the Spanish language.

XV.

That this election shall be conducted and held in accordance with the provisions of the Texas Election Code except as modified by the provisions of the Texas Education Code, and as may be required by law.

XVI.

That a notice of election shall be given as required by law; and said notice, including a Spanish translation thereof, shall be published at least once, not earlier than the 30th day nor later than the 10th day before Election Day; and that, in addition to all other notices required by law, not later than the 21st day before Election Day or as the law may allow, a copy of a notice of election may be posted (which shall include the location of each polling location) on the bulletin board used for posting notices of Board meetings; and that the notice shall be posted when required by Section 4.003 of the Texas Election Code.

PASSED AND APPROVED this ___ day of _____, 2021.

BOARD OF TRUSTEES
San Antonio Independent School District

By: _____
Presiding Officer

ATTEST:

_____
Secretary, Board of Trustees

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Joint Election Agreement with the Bexar County Elections Administrator and other Governmental Entities for the General Elections to be Held on May 1, 2021**

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

REQUESTED BY: Tiffany Grant, Chief of Staff and Diversity Officer

PRESENTER: Tiffany Grant

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

Under Section 11.0581 of the Texas Election Code, an Election of Trustees of an independent school district held on the same date as the election of members of a municipality located in the school district must be held as a Joint Election under Chapter 271 of the Texas Election Code. As in past years, the District will conduct its election of Trustees with the election of members of City Council as well as the election of members and measures of other governmental entities conducting their elections on the same date. Parties to a Joint Election are required to enter into a Joint Election Agreement which will allow voters to be served by common polling places. All of the participating entities share in the cost of election services that will be performed by the Bexar County Elections Administrator.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the proposed Joint Election Agreement as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

199-41-6439-05-725-1-99-000: Amount to be determined.

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.

[X] 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.

[X] 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.

[X] 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.

JOINT ELECTION AGREEMENT

This Agreement is entered into by and between Bexar County Elections Administrator ("ADMINISTRATOR"), acting on behalf of Bexar County; with City of San Antonio ("COSA"); Alamo Heights Independent School District ("AHISD"); Judson Independent School District ("JISD"); San Antonio Independent School District ("SAISD"); Harlandale Independent School District ("HISD"); Northside Independent School District ("NISD"); Southside Independent School District ("SSISD"); the City of Balcones Heights ("COBH"); the City of Castle Hills ("COCH"); the City of Converse ("COC"); the City of Elmendorf ("COE"); the City of Helotes ("COH"); the City of Kirby ("COK"); the City of Leon Valley ("COLV"); the City of Live Oak ("COLO"); the City of Olmos Park ("COOP"); the City of Shavano Park ("COSP"); the City of Somerset ("COS"); BCESD #8 ("BCESD # 8"); the City of Universal City ("COUC"); the City of Windcrest ("COW") and the Town of Hollywood Park ("TOHP") and they may also be referred to, individually, as an "Entity" or, collectively, as the "Entities," acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a), for the May 1, 2021 election.

WHEREAS, COSA will conduct a general and amendment election on Saturday, May 1, 2021; and

WHEREAS, AHISD will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, HISD will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, JISD will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, NISD will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, SAISD will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, SSISD will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, COBH will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, COC will conduct a charter election and 2 special elections on Saturday, May 1, 2021; and

WHEREAS, COCH will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, COE will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, COH will conduct a general and special election on Saturday, May 1, 2021; and

WHEREAS, COK will conduct a general and 2 special elections on Saturday, May 1, 2021; and

WHEREAS, COLV will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, COLO will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, COOP will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, COSP will conduct a general and special election on Saturday, May 1, 2021; and

WHEREAS, COS will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, COUC will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, COW will conduct a charter election on Saturday, May 1, 2021; and

WHEREAS, BCESD#8 will conduct a special election on Saturday, May 1, 2021; and

WHEREAS, TOHP will conduct a general election on Saturday, May 1, 2021; and

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, the Entities desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions; and

WHEREAS, the Entities desire to enter into an agreement setting out their respective duties and responsibilities for the May 1, 2021 election;

NOW THEREFORE, it is agreed that the Entities will hold a joint election on Saturday, May 1, 2021 (the "Joint Election") under the following terms and conditions:

I.

The Entities are each required to enter into their own separate contract with ADMINISTRATOR for election services and will hold elections jointly with other Entities in the election precincts that can be served by common polling places, using joint election officer and clerks as ADMINISTRATOR determines is necessary and appropriate.

II.

The Entities agree to conduct early voting jointly. ADMINISTRATOR will arrange for and handle early voting in person and by mail for the Joint Election in accordance with her contracts with those Entities.

III.

The Entities agree that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election.

IV.

Each Entity is responsible for its own posting of public notices in connection with the Joint Election. ADMINISTRATOR shall be responsible for publishing a Notice of Election in a newspaper of general circulation in the territory as required of all the Entities under Section 4.003 of the Election Code, and each Entity shall pay ADMINISTRATOR its proportionate share of the publishing cost.

V.

Each Entity is responsible for paying ADMINISTRATOR for any and all other election costs, as applicable to the specific Entity and agreed upon by separate contract for election services between each Entity and ADMINISTRATOR.

VI.

ADMINISTRATOR will tabulate the ballots and provide a set of copies of the affidavit page of each return along with the returns of the election, as agreed upon by separate contract between each Entity and ADMINISTRATOR.

VII.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

VIII.

The Entities agree to comply with any and all applicable state and federal record retention statutes. Each Entity shall be the custodian of its respective election records.

IX.

If an Entity determines not to participate in the Joint Election to be held on Saturday, May 1, 2021, because it has no contested positions, the nonparticipating Entity shall promptly notify ADMINISTRATOR and the other Entities, and this Agreement shall be automatically amended to delete the nonparticipating Entity as a party to the Agreement.

X.

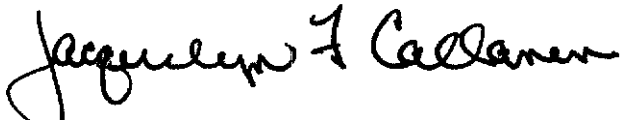
The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

XI.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. The Entities may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of executed counterparts by facsimile transmission shall be binding on the Entities. Following a facsimile exchange, the Entities shall promptly exchange original signature pages.

SIGNED and AGREED this _____ day of _____, 2021.

BEXAR COUNTY ELECTIONS ADMINISTRATOR



_____
Jacquelyn F. Callanen

ENTITY: _____

BY: _____

TITLE: _____

ENTITY: _____

BY: _____

TITLE: _____

ENTITY: _____

BY: _____

TITLE: _____

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Local Innovation Plan and the Renewal of the District of Innovation Designation**

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

REQUESTED BY: Mohammed Choudhury, Chief Strategy, Talent, and Innovation Officer

PRESENTER: Mohammed Choudhury

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Local Innovation Plan and the renewal of the District of Innovation Designation. In 2015, the 84th session of the Texas Legislature passed HB 1842 which allows districts to pursue a designation as a District of Innovation. The designation, which is good for a period of five years, frees school districts from certain state-level regulations to deliver instructional and support services in novel ways that will improve student achievement outcomes.

In 2016, SAISD adopted a Local Innovation Plan and became one of the state's first Districts of Innovation. SAISD chose to pursue this designation to inspire innovative practices and increase autonomy at the campus level. Going forward, the renewal of existing exemptions will be used to sustain and scale conditions for innovation and continuous improvement to accelerate student achievement.

As part of the renewal process, the District has reviewed and revised the Local Innovation Plan and posted it to the District's website for 30 days. Staff met with the District Leadership Team (DLT) on December 17th to discuss the renewal process and the proposed revisions. The DLT held a public meeting on January 21st and voted to approve the Local Innovation Plan.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the Local Innovation Plan and the renewal of the District of Innovation designation.

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.

[X] 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.
[X] 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.
[X] 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 Local Innovation Plan

Introduction

In 2015, the 84th session of the Texas Legislature passed HB 1842 which allows districts to pursue a **District of Innovation Designation**. This designation allows districts freedom from state-level regulations to deliver instructional and support services in novel ways that improve student educational outcomes. The bill provides districts with opportunities similar to those previously enjoyed by charter schools and prompts districts to determine how exactly to best utilize the designation to better serve students.

Our Process

Originally, the district chose to pursue this designation to inspire innovative practices and increase autonomy at the campus level. Campuses were asked to meet with their individual school communities to discuss the creation of a campus innovation plan and determine whether their students would benefit from state law exceptions. These plans were used to inform the development of the district's Local Innovation Plan.

The process by which campuses developed their plans was as important as the plans themselves. The district acknowledged that an anticipated consequence of engaging in the planning process was that campuses might identify additional areas in which greater flexibility was desired. Campus innovation plans were required to include the following:

- Identify the challenge the campus hopes to overcome.
- Describe how the campus will utilize state law exception(s) to address the identified challenge(s).
- Discuss how the plan assists in achieving the campus' goals.
- List any budget considerations/requests the plan requires.
- Determine the outcomes that will be used to measure whether the plan assists in meeting the campus goals
- Explain the process used to develop the plan.
- Describe how the plan is being shared with the campus community.

The District Leadership Team, a body composed of elected representatives from all stakeholder groups within the district community, reviewed the statutes within Texas Education Code that, if waived, could result in greater student achievement. They voted and approved the plan on Thursday, May 12, 2016. The Board of Trustees held a public hearing and approved the plan on June 13, 2016.

The district must renew its Local Innovation Plan in the Spring of 2021 to maintain its District of Innovation designation. Going forward, the renewal of existing exemptions will be used to sustain and scale conditions for innovation and continuous improvement to accelerate student achievement.

The District of Innovation status will have no effect on the district's per campus funding allocations nor affect the rights and protections afforded by current District employment contracts or agreements between the District and its contract employees pursuant to TEC §11.174(c).

Requirements Imposed by the Education Code from which SAISD Seeks Exemption

a. §25.112 (Class Size) and §25.113 (Notice of Class Size)

§25.112 addresses the number of students that may be in a single kindergarten, first, second, third, or fourth grade class and limits that number to 22. The intent of this statute was to ensure that classrooms maintained a small teacher/student ratio under the belief that smaller classes led to improved achievement for students who benefited from more individualized teacher attention. While the maximum number of students in K-4 classrooms may be addressed by a state waiver, said waivers must be applied for annually and must be applied for by each district, each year. Historically, the district has applied for these waivers annually. By seeking an exception from §25.112 the district would have flexibility for all campuses and classrooms for the duration of the District of Innovation Designation and would not be required to seek waivers annually.

Research has shown that students with additional needs such as English Language Learners, students in poverty, and those with IEPs tend to benefit the most from smaller class sizes. The district believes this arrangement will benefit student achievement more than the current situation. An example of this could be an SAISD elementary school whose leadership team is concerned that their 5th grade bilingual teacher has a class size of 34 students while the K-4 classrooms are capped at 22 due to the 22:1 class size rule. An exemption from this rule allows flexibility to increase class sizes in a K-4 grade level to free up a teaching position that could be reassigned to 5th grade, thereby creating smaller class sizes for English Language Learners and other students with additional needs.

Waiver §25.113 is only sought as its notice requirements relate to §25.112.

b. §25.0811 (First Day of Instruction)

SAISD seeks an exemption from the implementation of 25.0811 to obtain flexibility, should campuses or the district as a whole seek it, to begin instruction for students before the fourth (4th) Monday in August. Texas has debated the school start date for three decades beginning in 1984 when the Legislature established September 1 as the uniform start date. In 1991, the Legislature repealed the uniform start date but reinstated it in 2001. In 2004, the Legislature amended the uniform start date to its current form. The argument has been that with schools starting earlier and earlier students and teachers are no longer getting a true summer break; however, districts such as SAISD have seen that there is significant student regression over the summer and to truly have continuous learning and maximize student performance, districts should have the flexibility to begin school earlier than the 4th Monday in August.

Most of the charters within the district's boundaries start two to three weeks earlier than SAISD. By moving up the start of the school year, the fall semester can be completed before Winter Break. Therefore, the first few weeks of January are not taken up by review and testing. That arrangement would benefit teachers and students.

c. §21.003 (Certification Required)

§21.0031 (Failure to Obtain Certification; Contract Void)

§21.051 (Rules Regarding Field-Based Experience and Options for Field-Based Experience and Internships)

§21.053 (Presentation and Recording of Certificates)

The district is seeking exemption of the above-named sections in Texas Education Code related to educator certification to the extent applicable to individuals teaching courses in Fine Arts and Career and Technical Education (CTE). The availability of subject matter experts or quality teachers who are certified to teach Fine Arts and CTE courses is limited by both the lack of such individuals and competition with charter schools for these individuals. The teacher certification requirements in the foregoing sections of the Texas Education Code inhibit the district's ability to hire non-certified but otherwise highly skilled individuals to teach Fine Arts and CTE courses.

A reasonable effort to hire certified teachers in the areas of Fine Arts and CTE will be conducted. However, when such effort does not result in the hiring of necessary personnel, the district requires flexibility to hire other qualified individuals. The district will provide individuals with opportunities to enhance their subject matter expertise with knowledge in pedagogy as well as classroom management. Additionally, the district will ensure individuals are aware of the pathways to becoming a certified teacher should they choose to pursue a certification and will support candidates through the certification process. Candidates will still be required to follow the district's hiring and evaluation policies and procedures.

The district is committed to sustaining and expanding its Fine Arts and CTE programs. To best serve district students, decisions on certification for these areas will be handled locally. Henceforth, students will be afforded greater course options, fluidity in scheduling, and exposure to specialized practitioners (i.e., artists, mariachi instructors, health science professionals and other expert individuals).

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Memorandums of Understanding (MOUs) Between SAISD and Alamo Colleges District for the SAISD Pathways in Technology Early College High School (P-TECH) Programs**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandums of Understanding (MOUs) between SAISD and Alamo Colleges District to support all the SAISD Pathways in Technology Early College High School (P-TECH) programs as an institution of higher education partners. The SAISD P-TECHs are located at Edison, Fox Tech, Highlands, Lanier, and Sam Houston High Schools. Institution of higher education partnerships are a requirement of the P-TECH model and are an integral part of providing advisory functions, mentorships, student support, and other learning activities.

P-TECH prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the Memorandums of Understanding between SAISD and Alamo Colleges District for the P-TECH programs as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A – Tuition, fees, books, and materials are reflected in the Dual Credit and CTE, department budgets.

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

[X] 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.

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

2021-22
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL
MEMORANDUM OF UNDERSTANDING

BETWEEN

EDISON P-TECH SCHOOL OF BUSINESS IN PARTNERSHIP
WITH SAN ANTONIO COLLEGE - ALAMO COLLEGES DISTRICT
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AND

SAN ANTONIO COLLEGE
ALAMO COLLEGES DISTRICT

SAN ANTONIO COLLEGE (herein referred to as "the College"), a college of the ALAMO COLLEGE DISTRICT (herein referred to as "Alamo Colleges District"), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its Pathways in Technology Early College High School (herein referred to as the "P-TECH"), enter the following Memorandum of Understanding ("MOU") for the continuation of the School District P-TECH as of the 2021-2022 Academic Year. Collectively the partners are referred to as "Parties." The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the P-TECH. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, academic discipline history, teacher recommendation, or minimum grade point average (GPA).

P-TECH are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 750 students in grades 9-13. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The P-TECH will be located at 701 Santa Monica St., San Antonio, Texas 78212.

A P-TECH prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students (herein referred to as the "P-TECH Students") are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

1. **TERM**
   The Initial Term of this MOU shall be August 1, 2021– July 31, 2022. Effectiveness is subject to approval of the P-TECH re-designation by the Texas Education Agency ("TEA"), any additional approvals that may be required by the Texas Higher Education Coordinating Board ("THECB"), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

2. **APPLICABLE LAW**
   The Parties agree to operate the P-TECH in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student

Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC").

The Parties agree to operate the P-TECH in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the P-TECH. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

3. REPORTING

The 86th Texas Legislative Session passed SB 502 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

(1) academic credit at the receiving institution; or
(2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

A report required by this section must indicate:

(1) the course name and type;
(2) which institution of higher education provided academic credit for the course; and
(3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

(1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
    (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
    (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
(2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and
(3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

4. DISABILITY SUPPORT SERVICES

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, a P-TECH Student requiring disability support services may have differing levels of assistance from the School District and College. For a P-TECH Student to receive disability support services at the College, the P-TECH Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The P-TECH Student, P-TECH Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the P-TECH Student. The accommodation letters will be given to the P-TECH Student and may be given to the School District P-TECH Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

5. GOVERNANCE

a. The P-TECH established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of a P-TECH designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.

b. A P-TECH Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the

College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

c. A P-TECH Advisory Board will meet at least four times per year, or as mutually agreed by both Parties, to ensure that guidance is provided to the P-TECH. The Advisory Board members will consist of representatives from the community, economic development partners, Business Administration Associate of Arts and Accounting Technology Associate of Applied Science industry subject matter experts, respective College Faculty Chair and College Faculty Representative from the discipline, Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, the College Dual Credit Liaison, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Pathways in Technology Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. The Advisory Board will review resource acquisition, curriculum development, work-based learning and student/community outreach to ensure a successful academic and career pipeline. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

d. The P-TECH Staff will include a Principal / P-TECH Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College will provide a representative to participate on the search committee of the P-TECH Principal / P-TECH Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with P-TECH staff and administrators.

6. MARKETING AND CO-BRANDING

a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ P-TECH, "at", or "with", or "in partnership with" "College name – Alamo Colleges District." At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges

District brand standards. The Parties agree that the official name of the P-TECH shall be the Edison P-TECH School of Business in partnership with San Antonio College - Alamo Colleges District. The official name of the P-TECH shall be used, at minimum, in the letterhead of the P-TECH, the business card of its Principal / P-TECH Director, all of its press releases, any references to the P-TECH in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the P-TECH.

b. Official Logo for P-TECH. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with "Alamo Colleges District", adhering to Alamo Colleges District branding standards.

c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.

d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.

e. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in a P-TECH venture. However, because the designation of the P-TECH from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the P-TECH or the official logo of the P-TECH.

f. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the P-TECH partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

7. COMMUNICATIONS

a. To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, as well as those listed in the goals outlined in House Bill 1638 ("HB1638") passed during the 85th Texas Legislative Session, Regular Session, and codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the P-TECH will ensure that documentation summarizing collaboration and outreach efforts of College, P-TECH and business partners will be readily available and posted.

b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the P-TECH and College websites.

c. Metrics required by Statewide Goals for Dual Credit will be posted on both the P-TECH and the College web sites.
   i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.
   ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
   iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
   iv. Analysis of performance in subsequent course work.

d. To adhere to the requirements set forth by legislative bills passed during the 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the P-TECH concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of P-TECH Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.

b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The P-TECH will communicate to the parents of P-TECH Students that any questions or concerns from parents should be directed to the P-TECH Principal / P-TECH Director or Counselor. The College personnel will not be expected to communicate with parents.

c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.

d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called "directory information." Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student's name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.

e. College staff are prohibited from discussing or disclosing any information specific to students' grades, conduct or other related matters with individuals other than the student or staff in the

P-TECH. The P-TECH Student must submit a FERPA Consent Form to the College's Admissions and Records Department to authorize the College, by signature, to discuss the P-TECH Student's record information, including grades, conduct or other related matters.

f. An electronic version of the FERPA Consent Form may be obtained at: https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf

g. The P-TECH will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the P-TECH.

9. BUILDING A COLLEGE CULTURE

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

a. The 86th Texas Legislative Session passed SB 1324 stating that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.

b. A four-year crosswalk will be developed to demonstrate students' progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The P-TECH Student and College Advisor will meet and design a degree plan that will be submitted into the College's system of record.

c. The P-TECH Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.

d. The P-TECH Student will participate in dual credit courses receiving both high school and college credit.

e. The P-TECH Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that P-TECH Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

10. RECRUITMENT

The School District, through the P-TECH, will recruit 8th graders annually for the incoming 9th grade class.

a. The recruitment process may include:

   i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;

   ii. A presentation of recruitment/admission materials made to all 8th grade students;

   iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;

   iv. Student/parent meetings are held at middle school campuses so the P-TECH can explain the opportunities and commitment required of P-TECH Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.

   v. Development of recruitment and admission information presented in both English and Spanish.

   vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.

   vii. The College will require all P-TECH Students to submit a Student/Parent Consent form upon entry into the program. The P-TECH shall have each student and a parent sign the consent form defining the requirements and expectations of the P-TECH program. The P-TECH will maintain all consent forms documents and provide an electronic copy of said to the College.

   viii. To adhere to the requirements set forth by HB1638, the College and the P-TECH will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.

b. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 750 students in grades 9-13. Any increase to these maximums must be mutually agreed upon by the College and the P-TECH following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may not be added to any cohort following enrollment in the first semester of the 10th grade,

unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should a P-TECH Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.

c. P-TECH Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.

d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.

e. Regarding student transfers into the P-TECH, after the beginning of Grade 9, below are considerations that the College and the P-TECH will ensure:

   i. The P-TECH will allow student transfers, with mutual consent between the P-TECH and the College.
   ii. The College and the P-TECH will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
   iii. Generally, students may not transfer later than the first semester of the 10th grade in order to satisfy all degree requirements in the time remaining in their high school tenure.

f. P-TECH Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.

g. The P-TECH is responsible for ensuring that all P-TECH Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the P-TECH. The P-TECH will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.

h. P-TECH Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: https://corequestjc.dshs.texas.gov.

i. The P-TECH enrollment team will include, at a minimum, the School District P-TECH Principal / P-TECH Director, P-TECH counselor, teachers and a college representative as requested by the P-TECH to participate.

11. CURRICULUM

a. The P-TECH shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9th grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10th grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.

b. The P-TECH shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass TSIA2, which interventions shall occur before retesting. The P-TECH shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The P-TECH will share the report with the College Coordinator of High School Programs or College Designee.

c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.

d. The primary emphasis on the P-TECH degree plan is on the program requirements for the Associate of Applied Science. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1st, the P-TECH will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.

e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Academic Discipline Chairs or Faculty Liaison, along with the Principal / P-TECH Director or P-TECH designee, will be responsible for working with P-TECH faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The P-TECH curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.

f. The 86th Texas Legislative Session passed SB 25, which states each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
   (1) Identify all required lower-division courses for the applicable certificate or degree program;
   (2) Include for each course, if applicable:
      (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
      (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
   (3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
      (A) For a 60-hour degree or certificate program, two years; or
      (B) For a 120-hour degree program, four years; and
   (4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.

g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.

h. To adhere to the requirements set forth in the P-TECH designation Blueprint, as well as those listed in the goals outlined in HB1638, the College and the School District will maintain course agreements for each course taught at the P-TECH, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for P-TECH Students to use in their respective courses. The course agreement requirement for P-TECH extends to designation of academic and workforce courses for Traditional Dual Credit and P-TECH. College, School District and P-TECH shall ensure that a dual credit course and the corresponding college course offered at the P-TECH are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the P-TECH will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.

i. The 86th Texas Legislative Session passed HB 3650 which requires that the School District and the College to consider the use of free or low-cost open educational resources in

courses offered as dual credit, for which the P-TECH program uses as part of its course offering to satisfy the prescribed courses in the degree plans.

j. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the P-TECH, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.

k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.

l. P-TECH Students may have their course load reduced should they encounter unusual circumstances occurring "once in a lifetime," tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the P-TECH. A student may not initiate the course reduction.

m. P-TECH Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the P-TECH Principal / P-TECH Director's approval, as well as the designated College staff approval. Upon agreement from both the P-TECH and the College, a current course agreement must be on file as part of the process to enroll the student into the requested course.

n. Within the P-TECH framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.

o. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. P-TECH Students will participate in college-level work and will be subject to material deemed college level. The School District and P-TECH are aware that the content in

college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.

p. If a student fails a course, any retake will be outside the regularly scheduled academic plan and all Early Admission requirements will apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the P-TECH Student, be invoiced to the School District as fiscal agent. Otherwise, the P-TECH Student will be treated as a student with the Early Admissions status, thereby making the P-TECH Student responsible for all corresponding tuition and fees.

q. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the P-TECH Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.

r. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the P-TECH. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.

s. To enroll in any college-level course, P-TECH Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/P-TECH Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.

t. P-TECH Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary,

Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926.

u. As part of the experiences within the course of study in the P-TECH, students will be provided with career mentors selected from the business partners or other industry applicable businesses.

v. The P-TECH, College and selected business partners of the P-TECH will create 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.

w. The selected degree plan for the P-TECH with the College are the Associate of Applied Science degree(s). See degree plan(s) in Exhibit B. Courses and their respective pre-requisites are accessible on the College's eCatalog website.

x. Courses taught to fulfill all credentials listed in this agreement must adhere to the number of required contact hours. Deviation from the traditional sixteen (16) week part of term must be reviewed and approved by the designated College staff to ensure that the required number of contact hours are met.

y. The P-TECH, in partnership with the business partners of the P-TECH, will ensure that the participating students complete the required clock hours of on the job training in a single semester, as allocated per week by the College.

z. The selected degree plans for the P-TECH with the College are stackable awards from the Associate of Applied Science degree(s). See Exhibit B for the related degrees that students may attain during their tenure at the P-TECH.

aa. P-TECH Students are required to attend at least one (1) College campus event related to their degree plan.

12. ADVISING

To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, HB1638, and the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86th Texas Legislative Session, the College and the P-TECH will provide academic advising as listed herein.

a. The 86th Texas Legislative Session passed SB 1324, which states that a student shall file a degree plan with the college not later than:

1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.

b. SB 1324 further states that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the P-TECH Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.

c. P-TECH Students will be provided with a college degree plan, and the corresponding high school diploma sequence of courses, that will prepare them for high-wage, high-demand, high-skill career fields.

d. The College and the P-TECH will track and measure students' progress to ensure they meet the Outcomes-Based Measures. The information will be reviewed biannually to identify students' strengths and weaknesses and develop individual instructional support plans.

e. Through the P-TECH counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: https://www.alamo.edu/enroll/plan/.

f. The 86th Texas Legislative Session passed SB1276, which requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.

g. The P-TECH Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.

h. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at:

http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

13. COURSE MATERIALS

The School District will provide all required "Course Materials" including: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course syllabus that identifies the Course Materials required for a course. Course Materials are all varieties of materials used for course instruction, including textbooks. "Instructional Materials" are a subset of materials that are defined as electronic or paper materials that will be used during a course where the School District will be invoiced by the Alamo Colleges District Business Office.

All Course Materials utilized in each course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Academic Discipline Chair prior to the start of the first instructional day.

Detailed information for each College course, including the syllabus, corresponding course files and faculty information can be found at: https://alamo.campusconcourse.com/.

Instructional Materials charges are determined by the respective College discipline based on how and where the course is taught.

a. Courses taught at the P-TECH:
   i. As part of the Course Agreements, the College includes the Instructional Materials charge, if applicable, or other required materials for courses.
   ii. Instructional Materials charges are applied every semester on courses that specify the need for said charges.
   iii. The Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
   iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
   v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.

b. Courses taught on College campus or online:
   i. The College includes the Instructional Materials charge as part of the Course Agreements.
   ii. Where a teacher cannot be identified by the College and P-TECH, the P-TECH will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.

c. P-TECH enrollments in regular college sections
   i. The College will follow the Guidelines for Selection of Instructional Materials for all courses. College will let P-TECH know the requirement for each course considered for P-TECH enrollments.
   ii. IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the P-TECH must be notified at the time discussion for dual credit enrollments are underway.
   iii. The College will communicate any changes in IM, including IMDirect, to the P-TECH by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the P-TECH by the first full week of September.
   iv. The College and P-TECH will discuss the required IM materials before agreeing to enroll students in the college section.

d. Enrollment of P-TECH Students in regular college sections is acknowledgement of agreement to required IM.

The designee of the College High School Programs will meet with the School District or P-TECH prior to enrolling students into courses and inform the School District of any courses that will have an Instructional Materials charges attached that the School District must cover. At the time students are enrolled in a P-TECH course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the IM Direct.

The P-TECH will use the Course Agreement Forms to determine IM. When IM requirements change for courses taught at the College, the College will notify the P-TECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all P-TECH Students, whether enrolled in courses at the P-TECH or the College, will have the required course materials by the first instructional day.

14. FACULTY

a. All instructors teaching P-TECH courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by

the College. All instructors teaching dual credit classes at the P-TECH must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses.

b. The Alamo Colleges District maintains policies and procedures, accessible at: https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/. Particularly relevant are sections E, F and H.

c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the P-TECH Principal or P-TECH Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.

d. The School District will provide the instructors for all high school courses at the P-TECH. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective academic discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.

e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific academic disciplines to fulfill the P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective academic discipline to teach at the P-TECH or assist in identifying a credentialed instructor to fill the identified need from the P-TECH. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the P-TECH, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.

f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at dst-HREEO@alamo.edu.

g. Student evaluation of instruction takes place each semester and will be a part of the P-TECH faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.

h. P-TECH faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). P-TECH faculty must upload course syllabi onto Concourse, the College's official reporting system. As each course at each P-TECH has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.

i. Instructors' Dual Credit classes may include both P-TECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or P-TECH.

j. P-TECH faculty are required to attend professional development and training outlined by the College Department Chair.

k. At the end of each semester, P-TECH faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.

l. To adhere to the requirements outlined in House Bill 2504 ("HB2504"), the P-TECH faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said P-TECH faculty are maintained.

15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF

The School District will provide the P-TECH staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the P-TECH staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester

hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The P-TECH will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE P-TECH

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the P-TECH and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide P-TECH teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the academic discipline to assist during the first college semester transition.

17. P-TECH CALENDAR

The P-TECH course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the P-TECH will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable P-TECH Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the P-TECH is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District P-TECH facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated P-TECH staff member will have access to student records, specifically those that include emergency contacts for P-TECH Students participating in college courses taught at the College.

All P-TECH Students are required to participate in required state, national assessments, which will be administered by the P-TECH staff. College agrees to make accommodations in course

scheduling, including final exams, and attendance so that P-TECH Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

18. ACADEMIC POLICIES

a. The academic policies of the School District and College shall apply to all students enrolled in the P-TECH as applicable.

b. P-TECH Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. P-TECH Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options by their corresponding faculty and be advised by their College advisor or the P-TECH counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The P-TECH personnel are responsible for advising P-TECH Students concerning academic progress in high school and college courses. The P-TECH staff and the College designee are responsible for advising and monitoring these actions.

c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926.

d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the P-TECH' student information system.

e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the P-TECH has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the P-

TECH will pursue. The School District and P-TECH will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the P-TECH.

19. STUDENT SAFETY

The Parties agree that when a P-TECH Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/. The SOBI will be modified to include specific information addressing P-TECH Students prior to the effective date of this MOU.

When on the College campus, P-TECH Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including P-TECH Students, into the Alamo Colleges District Alamo Alert system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed in the Alamo Alert system. For additional information regarding the Alamo Alert system, visit: https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and P-TECH Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of P-TECH Students will be the responsibility of School District. For additional information regarding Campus Carry, visit: https://www.alamo.edu/about-us/compliance/campus-carry.

P-TECH Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

20. STUDENT ATTENDANCE POLICIES

P-TECH Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926#Attendance. P-TECH Students will adhere to School District attendance policies as well as those from the College.

21. STUDENT CONDUCT

P-TECH Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of

student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from P-TECH, shall be in conformity with the Codes of student conduct of the Parties. All P-TECH Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at https://mysaccatalog.alamo.edu/content.php?catoid=176&navoid=10909.. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against a P-TECH Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the P-TECH on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the P-TECH buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts, including location of event. P-TECH Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

22. STUDENT SUPPORT SERVICES

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its P-TECH who will provide academic guidance support to the P-TECH Students. The P-TECH will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for P-TECH Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The P-TECH counselor and P-TECH designee will work to ensure P-TECH Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is

authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the P-TECH.

b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the P-TECH. P-TECH Students may be assigned to off-site academic course assignments which would require the P-TECH Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. P-TECH Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-P-TECH Students is prohibited.

24. STUDENT DATA SHARING

Parties agree to share student data for P-TECH 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 P-TECH. Each Party shall also promptly notify the other of any onsite or offsite behaviors of P-TECH Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, P-TECH shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

25. STUDENT RECORDS

In accordance with Applicable Law, School District will maintain student records pertaining to P-TECH and provide College copies of the letter grades, and other informational data on student

assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of P-TECH Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

26. TRANSCRIPTION OF COLLEGE CREDIT

San Antonio College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate degrees and certificates degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call (404) 679-4500 for questions about the accreditation of San Antonio College.

College credit for each P-TECH Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and ranking purposes. The School District, through the P-TECH staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/.

27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES

The Alamo Colleges District Policy and Procedure on Civil Rights prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. In particular, Section 504 prohibits discrimination and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. The protection extends to employees and students. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on sex (gender) of employees and students at educational institutions receiving federal financial assistance. "Sex" and gender discrimination under Title IX includes gender discrimination, cover sexual harassment and sexual assaults and violence occurring on campus. For more information, visit https://www.alamo.edu/sac/experience-sac/current-students/sac-cares/title-ix/.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis

of any protected criteria, including gender or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District have designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution District-wide of complaints under the Civil Rights Policy and Procedure. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties will agree on which party will undertake the investigation.

All P-TECH Students will have access to AlamoCARES, a prevention, education and support program regarding dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: https://www.alamo.edu/about-us/compliance/title-ix/.

28. PROGRAM EVALUATION

The School District and the College will develop a plan for the evaluation of the P-TECH program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of P-TECH staff, location(s) where courses are taught, and adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of P-TECH Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the P-TECH program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. Where P-TECH is located on the College property, any commitment of College facilities for P-TECH purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.

b. The School District will provide P-TECH Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be

responsible for procuring all required textbooks and will be invoiced for applicable Instructional Materials charges embedded in courses requiring electronic materials.

c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.

d. Any transportation and food services will be provided by the School District.

e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.

f. High school teachers delivering dual credit courses may teach students enrolled in P-TECH and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or P-TECH.

g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.

   i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay $600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.

   ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay $100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

   iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay $2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections'

census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

iv. Where P-TECH Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

h. School District's failure to meet its payment responsibilities as fiscal agent regarding a student will result in College's refusal of enrollment of the School District for the next Academic Year after determination of payment default.

30. EQUAL EMPLOYMENT OPPORUNITY

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

31. TERMINATION OF THE MOU

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

32. TRANSPORTATION

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any P-TECH field trips, each pursuant to applicable School District rules and procedures.

33. STUDENT DIRECTORY INFORMATION

Upon enrolling in the P-TECH, each student's directory information (defined by the College, pursuant to FERPA) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

34. FOOD SERVICES

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. P-TECH Students may purchase food from College food service facilities when on the College campus.

35. ENTIRE AGREEMENT

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

36. NO WAIVER OF IMMUNITY

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

37. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

38. SEVERABILITY

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

39. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

School District:
San Antonio Independent School District
ATTN: Superintendent of Schools
141 Lavaca St.
San Antonio, TX 78212
pmartinez1@saisd.net

College:
San Antonio College
ATTN: College President
1819 N. Main Ave.
San Antonio, Texas 78212
rvela63@alamo.edu

Alamo Colleges District:
Alamo Community College District
ATTN: Chancellor
2222 N. Alamo St.
San Antonio, TX 78215
DST-Chancellor@alamo.edu

Alamo Community College District
ATTN: General Counsel
2222 N. Alamo St.
San Antonio, TX 78215
DST-Legal@alamo.edu

40. NON-APPROPRIATION

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

41. NO-THIRD PARTY BENEFICIARY

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

42. HEADINGS

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

43. RELATIONSHIP

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / P-TECH Director and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ _____
Dr. Robert Vela, President Date
San Antonio College

Approved As To Form Only by Patricia Meurin with Permission from Ross Laughead

Pat Meurin Digitally signed by Pat Meurin Date: 2020.12.15 18:40:45 -06'00'

By: _____ _____
Dr. Mike Flores, Chancellor Date

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Mr. Pedro Martinez, Superintendent Date

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

EXHIBIT A

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

Partnerships

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

Student Success

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

Collective Impact

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

Policy Advocacy

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.

EXHIBIT B

CROSSWALKS OUTLINING HIGH SCHOOL AND COLLEGE COURSES

FOR SELECTED DEGREE PLANS

Edison P-TECH School of Business
Business Administration Crosswalk

Program of Study	IHE Partner	Program Previously Offered in District? (Y/N)	Expected Program Student Outcomes	
Business Administration	**Alamo College District: San Antonio College**	**N**	**Associate of Arts**	
			Industry-based Certificate	

Year / Grade Level	High School Course			Post-Secondary Course			
	PEIMS Course/ Code #	High School Course Name	High School Credits	Texas Common Course Numbering System Number	College Course Name	College Credit Hours	TSI & Pre-requisite requirements
Year 0 / Grade 8		Summer Bridge/TSI Boot camp					
Total Year 0 High School Credits				**Total Year 0 College Credit Hours**			
Year 1 / Grade 9	03220100	English I Pre- AP	1.0				
Year 1 / Grade 9	03100500/ 03100700	Algebra 1 or Pre-AP Geometry	1.0				
Year 1 / Grade 9	03010200	Biology PAP	1.0				
Year 1 / Grade 9	03340400	World History	1.0				
Year 1 / Grade 9	03440100/ 03440200	LOTE- Spanish I/ Spanish II	1.0				
Year 1 / Grade 9	N1290001	AVID I	1.0				
Year 1 / Grade 9	PES00052	Elective/PE	1.0				
Year 1 / Grade 9	03012000	Virtual Business (Fall)	0.5				
Year 1 / Grade 9	03500110	Fine Arts (Spring)	0.5	ARTS 1301	Art Appreciation	3.0	TSI R/W 310
Total Year 1 High School Credits			8.0	**Total Year 1 College Credit Hours**		3.0	
Year 2/ Grade 10	03220200	English II Pre- AP	1.0				
Year 2/ Grade 10	03100700/ 03100600	Pre-AP Geom or Pre-AP Alg 2	1.0				
Year 2/ Grade 10	03040000	Chemistry PAP	1.0				
Year 2/ Grade 10	N1290002	AVID II	1.0				
Year 2/ Grade 10		Elective	1.0				
Year 2/ Grade 10	0338002	Special Topics I	0.5	ECON 1301	Introduction of Economics (Spring)	3.0	COLLEGE LEVEL ENGLISH & TSI MATH 343
Year 2/ Grade 10	03440200	LOTE- Spanish II	1.0	SPAN 2311	Intermediate Spanish I (Fall)	3.0	PRE-REQ: SPAN 1411 & 1412/ LOTE EXAM
				SPAN 2312	Intermediate Spanish II (Spring)	3.0	PRE-REQ: SPAN 2311
Year 2/ Grade 10	13011200	Principles of Business, Marketing and Finance	1.0	BUSI 1301	Business Principles (Fall)	3.0	COLLEGE LEVEL ENGLISH
				BCIS 1305	Business Computer Applications (Spring)	3.0	COMPLETE SCORE ON FILE
Year 2/ Grade 10	13009900	Professional Communications (Fall)	0.5	SPCH 1321	Business and Professional Communications (Fall)	3.0	TSI R/W 310
Total Year 2 High School Credits			8.0	**Total Year 2 College Credit Hours**		18.0	

Year 3/ Grade 11	03100600/	Algebra II (or higher level math if completed)	1.0				
Year 3/ Grade 11	03050000	Physics	1.0				
Year 3/ Grade 11	N1290030	AVID III	1.0				
Year 3/ Grade 11		Elective	1.0				
Year 3/ Grade 11	03220300	English III DC	1.0	ENGL 1301	Composition I (Fall)	3.0	COLLEGE LEVEL ENGLISH
				ENGL 1302	Composition II (Spring)	3.0	PRE-REQ: ENGL 1301 C+
Year 3/ Grade 11	03340100	US History DC	1.0	HIST 1301 -	United States History I (Fall)	3.0	COLLEGE LEVEL ENGLISH
				HIST 1302 -	United States History II (Spring)	3.0	COLLEGE LEVEL ENGLISH
Year 3/ Grade 11	13018000	Financial Mathematics	1.0	MATH 1324	Mathematics for Business and Social Science (Fall)	3.0	COLLEGE LEVEL MATH
				MATH 1325	Calculus for Business & Social Science (Spring)	3.0	PRE-REQ: MATH 1324 C+
Year 3/ Grade 11	03310300	Economics	0.5	ECON 2301	Principles of Macroeconomics (Fall)	3.0	COLLEGE LEVEL ENGLISH & TSI MATH 343
Year 3/ Grade 11	03380022	Special Topics II	0.5	ECON 2302	Principles of Microeconomics (Spring)	3.0	COLLEGE LEVEL ENGLISH & TSI MATH 343
Total Year 3 High School Credits			8.0	**Total Year 3 College Credit Hours**		24.0	
Year 4/ Grade 12	N1290033	AVID IV	1.0				
Year 4/ Grade 12	12701500	Project-Based Research	1.0				
Year 4/ Grade 12		Fine Arts (Spring)	0.5				
Year 4/ Grade 12	03220400	English IV	1.0				
Year 4/ Grade 12		Elective	1.0				
Year 4/ Grade 12	13016600	Accounting I	1.0	ACCT 2301	Principles of Financial Accounting (Fall)	3.0	COLLEGE LEVEL ENGLISH & MATH
				ACCT 2302	Principles of Managerial Accounting (Spring)	3.0	PRE-REQ: ACCT 2301 C+
Year 4/ Grade 12	03330100	Government (Fall)	0.5	GOVT 2305	Federal Government (Fall)	3.0	COLLEGE LEVEL ENGLISH
Year 4/ Grade 12	13037200	Scientific Research and Design	1.0	BIOL 1308	Biology for Non-Science Majors II (Fall)	3.0	COLLEGE LEVEL ENGLISH & TSI MATH 343
				BIOL 1309	Biology for Non-Science Majors II (Spring)	3.0	PRE-REQ: BIOL 1309
Year 4/ Grade 12	0338032	Special Topics III	0.5	GOVT 2306	Texas Government (Spring)	3.0	COLLEGE LEVEL ENGLISH
		Elective	0.5				
Total Year 4 High School Credits			8.0	**Total Year 4 College Credit Hours**		18.0	
Total High School Credits				**Total College Credit Hours**		63	
Certification (s) to be earned by high school graduation:							
Degree (s) to be earned by high school graduation:							

Edison P-TECH School of Business Accounting Technology Crosswalk

Program of Study	IHE Partner	Program Previously Offered in District? (Y/N)	Expected Program Student Outcomes	
Accounting Technology	**Alamo College District: San Antonio College**	**N**	**Associate of Applied Science**	
			Industry-based Certificate	

Year / Grade Level	High School Course			Post-Secondary Course			
	PEIMS Course/Code #	High School Course Name	High School Credits	Texas Common Course Numbering System Number	College Course Name	College Credit Hours	TSI & Pre-requisite requirements
Year 0 / Grade 8		Summer Bridge/TSI Boot camp					
		Total Year 0 High School Credits			**Total Year 0 College Credit Hours**		
Year 1 / Grade 9	03220100	English I Pre- AP	1.0				
Year 1 / Grade 9	03100500/ 03100700	Algebra 1 or Pre-AP Geometry	1.0				
Year 1 / Grade 9	03010200	Biology PAP	1.0				
Year 1 / Grade 9	03340400	World History Pre-AP	1.0				
Year 1 / Grade 9	03440100/ 03440200	LOTE- Spanish I/ Spanish II	1.0				
Year 1 / Grade 9	N1290001	AVID I	1.0				
Year 1 / Grade 9	PES00052	Elective/PE	1.0				
Year 1 / Grade 9	03012000	Virtual Business (Fall)	0.5				
Year 1 / Grade 9	03500110	Fine Arts (Spring)	0.5	ARTS 1301	Art Appreciation (Spring)	3.0	TSI R/W 310
		Total Year 1 High School Credits	8.0		**Total Year 1 College Credit Hours**	3.0	
Year 2/ Grade 10	03220200	English II Pre- AP	1.0				
Year 2/ Grade 10	03100700/ 03100600	Pre-AP Geom or Pre-AP Alg 2	1.0				
Year 2/ Grade 10	03040000	Chemistry PAP	1.0				
Year 2/ Grade 10	N1290002	AVID II	1.0				
Year 2/ Grade 10	03440200	LOTE- Spanish II or elective	1.0				
Year 2/ Grade 10	13016600	Accounting I	1.0	ACCT 2301	Principles of Financial Accounting (Fall)	3	COLLEGE LEVEL MATH
				ACCT 2302	Principles of Managerial Accounting (Spring)	3	Prerequisites: ACCT 2301 with a grade of "C" or better
Year 2/ Grade 10	1301400	Business Information Management I	1.0	ITSW 1301	Introduction to Word Processing (Fall)	3	none
				ITSW 1304	Introduction to Spreadsheets (Spring)	3	none
Year 2/ Grade 10	03580900	Independent Study and Technology Applications (First Time Taken)	1.0	POFT 1171	File/PC Management for Windows (Fall)	3	none
				POFT 1231	Numeric Keypad Applications (Spring)	3	none
		Total Year 2 High School Credits	8.0		**Total Year 2 College Credit Hours**	18.0	

Year 3 /Grade 11	03050000	Physics	1.0				
Year 3/ Grade 11	03340100	US History	1.0				
Year 3/ Grade 11	N1290030	AVID III	1.0				
Year 3/ Grade 11	PES00055	P.E.	1.0				
Year 3/ Grade 11		Fine Arts (Fall)	0.5				
Year 3/ Grade 11	03100600/	Algebra II or DE Coll Alg DC	1.0	MATH 1314	College Algebra	3	COLLEGE LEVEL MATH
Year 3/ Grade 11	03220300	English III DC	1.0	ENGL 1301	Composition I	3	COLLEGE LEVEL ENGLISH
Year 3/ Grade 11	13016200	Money Matters (Spring)	0.5	POFT 1321	Business Math	3	none
Year 3/ Grade 11	13016700	Accounting II	1.0	ACNT 1313	Computerized Accounting Applications (Spring)	3	Prerequisites: ACNT 1303 or ACCT 2301
				POFT 1313	Professional Workforce Preparation (Fall)	3	None
Total Year 3 High School Credits			8.0	**Total Year 3 College Credit Hours**		15.0	
Year 4/ Grade 12	N1290033	AVID IV	1.0				
Year 4/ Grade 12	03101100	Pre-Calculus	1.0				
Year 4/ Grade 12	13029500	Forensic Science	1.0				
Year 4/ Grade 12	13011600	Business English	1.0	POFT 1301	Business English (Fall)	3	none
				SPCH 1321	Business and Professional Communication (Spring)	3	TSI R/W 310
Year 4/ Grade 12	03330100/ 03310300	Govt (4256 DC)/ Econ DC	1.0	ECON 2301	Macro Economics	3	COLLEGE LEVEL ENGLISH & TSI MATH 343
Year 4/ Grade 12	13016800	Financial Analysis	1.0	ACNT 1331	Federal Income Tax: Individual (Fall)	3	none
				ACNT 2371	Business Tax Reporting (Fall)	3	Prerequisites: ACCT 2301 or ACNT 1303
Year 4/ Grade 12	13012200	Practicum in Business Management	2.0	ACNT 1329	Payroll and Business Tax Accounting (Spring)	3	Prerequisites: ACNT 1303 or ACCT 2301 or department approval
				ACNT 2380	Cooperative Education – Accounting (Spring)	3	Prerequisites: ACNT 1311 and 40 hours or more completed toward degree with approval of worksite by instructor/coordinator
				ACNT 1311	Introduction to Computerized Accounting (Spring)	3	Prerequisites: ACNT 1303 or ACCT 2301 or department approval
				ITSW 2334	Advanced Spreadsheets (Spring)	3	Prerequisites: ITSW 1304 or ITSC 1301 or COSC 1301. Grade of "C" or better except COSC 1301 grade of "D" or better.
Total Year 4 High School Credits			8.0	**Total Year 4 College Credit Hours**		27.0	
Total High School Credits				**Total College Credit Hours**		63	

2021-22
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL
MEMORANDUM OF UNDERSTANDING

BETWEEN

HEALTHCARE PATHWAYS IN TECHNOLOGY
EARLY COLLEGE HIGH SCHOOL
AT FOX TECH HIGH SCHOOL IN PARTNERSHIP WITH
SAN ANTONIO COLLEGE - ALAMO COLLEGES DISTRICT
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AND

SAN ANTONIO COLLEGE
ALAMO COLLEGES DISTRICT

SAN ANTONIO COLLEGE (herein referred to as "the College"), a college of the ALAMO COLLEGE DISTRICT (herein referred to as "Alamo Colleges District"), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its Pathways in Technology Early College High School (herein referred to as the "P-TECH"), enter the following Memorandum of Understanding ("MOU") for the continuation of the School District P-TECH as of the 2021-2022 Academic Year. Collectively the partners are referred to as "Parties." The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the P-TECH. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, academic discipline history, teacher recommendation, or minimum grade point average (GPA).

P-TECH are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 100 students in grade 9 on a yearly basis,

with a maximum enrollment not to exceed 500 students in grades 9-13. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The P-TECH will be located at 637 North Main Ave., San Antonio, Texas 78205.

A P-TECH prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students (herein referred to as the "P-TECH Students") are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

1. **TERM**
   The Initial Term of this MOU shall be August 1, 2021– July 31, 2022. Effectiveness is subject to approval of the P-TECH re-designation by the Texas Education Agency ("TEA"), any additional approvals that may be required by the Texas Higher Education Coordinating Board ("THECB"), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

2. **APPLICABLE LAW**
   The Parties agree to operate the P-TECH in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable

requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC").

The Parties agree to operate the P-TECH in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the P-TECH. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

3. REPORTING

The 86th Texas Legislative Session passed SB 502 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

(1) academic credit at the receiving institution; or
(2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

A report required by this section must indicate:

(1) the course name and type;
(2) which institution of higher education provided academic credit for the course; and
(3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

(1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
    (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
    (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
(2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and
(3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

4. DISABILITY SUPPORT SERVICES

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, a P-TECH Student requiring

disability support services may have differing levels of assistance from the School District and College. For a P-TECH Student to receive disability support services at the College, the P-TECH Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The P-TECH Student, P-TECH Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the P-TECH Student. The accommodation letters will be given to the P-TECH Student and may be given to the School District P-TECH Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

5. GOVERNANCE

a. The P-TECH established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of a P-TECH designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.

b. A P-TECH Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, ECHS Counselor, School District - Alamo Collegiate Network (herein referred to as "ACN") designee, School District College, Career, Military Readiness Department representative, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

c. A P-TECH Advisory Board will meet at least four times per year, or as mutually agreed by both Parties, to ensure that guidance is provided to the P-TECH. The Advisory Board members will consist of representatives from the community, economic development partners, Associate of Science in Nursing industry subject matter experts, respective College Faculty Chair and College Faculty Representative from the discipline, Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, the College Dual Credit Liaison, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Pathways in Technology Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. The Advisory Board will review resource acquisition, curriculum development, work-based learning and student/community outreach to ensure a successful academic and career pipeline. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

d. The P-TECH Staff will include a Principal / P-TECH Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College will provide a representative to participate on the search committee of the P-TECH Principal / P-TECH Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with P-TECH staff and administrators.

6. MARKETING AND CO-BRANDING

a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ P-TECH, "at", or "with", or "in partnership with" "College name – Alamo Colleges District." At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the P-TECH shall be the Healthcare Pathways in Technology Early College High School at Fox Tech High School in partnership with San Antonio College - Alamo Colleges District. The official name of the P-TECH shall be used, at minimum, in the letterhead of the P-TECH, the business card of its Principal / P-TECH Director, all of its press releases, any references to the P-TECH in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the P-TECH.

b. Official Logo for P-TECH. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with "Alamo Colleges District", adhering to Alamo Colleges District branding standards.

c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.

d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.

e. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in a P-TECH venture. However, because the designation of the P-TECH from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the P-TECH or the official logo of the P-TECH.

f. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the P-TECH partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

7. COMMUNICATIONS

a. To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, as well as those listed in the goals outlined in House Bill 1638 ("HB1638") passed during the 85th Texas Legislative Session, Regular Session, and codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the P-TECH will ensure that documentation summarizing collaboration and outreach efforts of College, P-TECH and business partners will be readily available and posted.

b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the P-TECH and College websites.

c. Metrics required by Statewide Goals for Dual Credit will be posted on both the P-TECH and the College web sites.

    i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.

ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
iv. Analysis of performance in subsequent course work.

d. To adhere to the requirements set forth by legislative bills passed during the 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the P-TECH concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of P-TECH Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.

b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The P-TECH will communicate to the parents of P-TECH Students that any questions or concerns from parents should be directed to the P-TECH Principal / P-TECH Director or Counselor. The College personnel will not be expected to communicate with parents.

c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.

d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called "directory information." Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student's name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.

e. College staff are prohibited from discussing or disclosing any information specific to students' grades, conduct or other related matters with individuals other than the student or staff in the P-TECH. The P-TECH Student must submit a FERPA Consent Form to the College's Admissions and Records Department to authorize the College, by signature, to discuss the P-TECH Student's record information, including grades, conduct or other related matters.

f. An electronic version of the FERPA Consent Form may be obtained at: https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf

g. The P-TECH will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the P-TECH.

9. BUILDING A COLLEGE CULTURE

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

a. The 86th Texas Legislative Session passed SB 1324 stating that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.

b. A four-year crosswalk will be developed to demonstrate students' progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The P-TECH Student and College Advisor will meet and design a degree plan that will be submitted into the College's system of record.

c. The P-TECH Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.

d. The P-TECH Student will participate in dual credit courses receiving both high school and college credit.

e. The P-TECH Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that P-TECH Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

10. RECRUITMENT

The School District, through the P-TECH, will recruit 8th graders annually for the incoming 9th grade class.

a. The recruitment process may include:

i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;

ii. A presentation of recruitment/admission materials made to all 8th grade students;

iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;

iv. Student/parent meetings are held at middle school campuses so the P-TECH can explain the opportunities and commitment required of P-TECH Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.

v. Development of recruitment and admission information presented in both English and Spanish.

vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.

vii. The College will require all P-TECH Students to submit a Student/Parent Consent form upon entry into the program. The P-TECH shall have each student and a parent sign the consent form defining the requirements and expectations of the P-TECH program. The P-TECH will maintain all consent forms documents and provide an electronic copy of said to the College.

viii. To adhere to the requirements set forth by HB1638, the College and the P-TECH will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.

b. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 100 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 500 students in grades 9-13. Any increase to these maximums must be mutually agreed upon by the College and the P-TECH following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may not be added to any cohort following enrollment in the first semester of the 10th grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should a P-TECH Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.

c. P-TECH Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.

d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.

e. Regarding student transfers into the P-TECH, after the beginning of Grade 9, below are considerations that the College and the P-TECH will ensure:

   i. The P-TECH will allow student transfers, with mutual consent between the P-TECH and the College.
   ii. The College and the P-TECH will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
   iii. Generally, students may not transfer later than the first semester of the 10th grade in order to satisfy all degree requirements in the time remaining in their high school tenure.

f. P-TECH Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.

g. The P-TECH is responsible for ensuring that all P-TECH Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the P-TECH. The P-TECH will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.

h. P-TECH Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: https://corequestjc.dshs.texas.gov.

i. The P-TECH enrollment team will include, at a minimum, the School District P-TECH Principal / P-TECH Director, P-TECH counselor, teachers and a college representative as requested by the P-TECH to participate.

11. CURRICULUM

a. The P-TECH shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9th grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10th grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.

b. The P-TECH shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass

TSIA2, which interventions shall occur before retesting. The P-TECH shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The P-TECH will share the report with the College Coordinator of High School Programs or College Designee.

c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.

d. The primary emphasis on the P-TECH degree plan is on the program requirements for the Associate of Science. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1st, the P-TECH will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.

e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Academic Discipline Chairs or Faculty Liaison, along with the Principal / P-TECH Director or P-TECH designee, will be responsible for working with P-TECH faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The P-TECH curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.

f. The 86th Texas Legislative Session passed SB 25, which states each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
   (1) Identify all required lower-division courses for the applicable certificate or degree program;
   (2) Include for each course, if applicable:
      (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
      (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;

(3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
   (A) For a 60-hour degree or certificate program, two years; or
   (B) For a 120-hour degree program, four years; and
(4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.

g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.

h. To adhere to the requirements set forth in the P-TECH designation Blueprint, as well as those listed in the goals outlined in HB1638, the College and the School District will maintain course agreements for each course taught at the P-TECH, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for P-TECH Students to use in their respective courses. The course agreement requirement for P-TECH extends to designation of academic and workforce courses for Traditional Dual Credit and P-TECH. College, School District and P-TECH shall ensure that a dual credit course and the corresponding college course offered at the P-TECH are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the P-TECH will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.

i. The 86th Texas Legislative Session passed HB 3650 which requires that the School District and the College to consider the use of free or low-cost open educational resources in courses offered as dual credit, for which the P-TECH program uses as part of its course offering to satisfy the prescribed courses in the degree plans.

j. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the P-TECH, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer

meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.

k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.

l. P-TECH Students may have their course load reduced should they encounter unusual circumstances occurring "once in a lifetime," tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the P-TECH. A student may not initiate the course reduction.

m. P-TECH Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the P-TECH Principal / P-TECH Director's approval, as well as the designated College staff approval. Upon agreement from both the P-TECH and the College, a current course agreement must be on file as part of the process to enroll the student into the requested course.

n. Within the P-TECH framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.

o. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. P-TECH Students will participate in college-level work and will be subject to material deemed college level. The School District and P-TECH are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.

p. If a student fails a course, any retake will be outside the regularly scheduled academic plan and all Early Admission requirements will apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the P-TECH Student, be invoiced to the School District as fiscal agent. Otherwise, the P-TECH Student will be treated as a student with the Early Admissions status, thereby making the P-TECH Student responsible for all corresponding tuition and fees.

q. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the P-TECH Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.

r. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the P-TECH. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.

s. To enroll in any college-level course, P-TECH Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/P-TECH Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.

t. P-TECH Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926.

u. As part of the experiences within the course of study in the P-TECH, students will be provided with career mentors selected from the business partners or other industry applicable businesses.

v. The P-TECH, College and selected business partners of the P-TECH will create 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.

w. The selected degree plan for the P-TECH with the College is the Associate of Science degree(s). See degree plan(s) in Exhibit B. Courses and their respective pre-requisites are accessible on the College's eCatalog website.

x. Courses taught to fulfill all credentials listed in this agreement must adhere to the number of required contact hours. Deviation from the traditional sixteen (16) week part of term must be reviewed and approved by the designated College staff to ensure that the required number of contact hours are met.

y. The P-TECH, in partnership with the business partners of the P-TECH, will ensure that the participating students complete the required clock hours of on the job training in a single semester, as allocated per week by the College.

z. The selected degree plans for the P-TECH with the College are stackable awards from the Associate of Applied Science degree(s). See Exhibit B for the related degrees that students may attain during their tenure at the P-TECH.

aa. P-TECH Students are required to attend at least one (1) College campus event related to their degree plan.

12. ADVISING

To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, HB1638, and the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86th Texas Legislative Session, the College and the P-TECH will provide academic advising as listed herein.

a. The 86th Texas Legislative Session passed SB 1324, which states that a student shall file a degree plan with the college not later than:
   1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
   2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.

b. SB 1324 further states that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the P-TECH Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.

c. P-TECH Students will be provided with a college degree plan, and the corresponding high school diploma sequence of courses, that will prepare them for high-wage, high-demand, high-skill career fields.

d. The College and the P-TECH will track and measure students' progress to ensure they meet the Outcomes-Based Measures. The information will be reviewed biannually to identify students' strengths and weaknesses and develop individual instructional support plans.

e. Through the P-TECH counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: https://www.alamo.edu/enroll/plan/.

f. The 86th Texas Legislative Session passed SB1276, which requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.

g. The P-TECH Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.

h. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

13. COURSE MATERIALS

The School District will provide all required "Course Materials" including: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course syllabus that identifies the Course Materials required for a course. Course Materials are all varieties of materials used for course instruction, including textbooks. "Instructional Materials" are a subset of materials that are defined as electronic or paper materials that will be used during a course where the School District will be invoiced by the Alamo Colleges District Business Office.

All Course Materials utilized in each course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Academic Discipline Chair prior to the start of the first instructional day.

Detailed information for each College course, including the syllabus, corresponding course files and faculty information can be found at: https://alamo.campusconcourse.com/.

Instructional Materials charges are determined by the respective College discipline based on how and where the course is taught.

a. Courses taught at the P-TECH:
   i. As part of the Course Agreements, the College includes the Instructional Materials charge, if applicable, or other required materials for courses.
   ii. Instructional Materials charges are applied every semester on courses that specify the need for said charges.
   iii. The Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
   iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
   v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.

b. Courses taught on College campus or online:
   i. The College includes the Instructional Materials charge as part of the Course Agreements.
   ii. Where a teacher cannot be identified by the College and P-TECH, the P-TECH will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.

c. P-TECH enrollments in regular college sections
   i. The College will follow the Guidelines for Selection of Instructional Materials for all courses. College will let P-TECH know the requirement for each course considered for P-TECH enrollments.
   ii. IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the P-TECH must be notified at the time discussion for dual credit enrollments are underway.

iii. The College will communicate any changes in IM, including IMDirect, to the P-TECH by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the P-TECH by the first full week of September.
iv. The College and P-TECH will discuss the required IM materials before agreeing to enroll students in the college section.

d. Enrollment of P-TECH Students in regular college sections is acknowledgement of agreement to required IM.

The designee of the College High School Programs will meet with the School District or P-TECH prior to enrolling students into courses and inform the School District of any courses that will have an Instructional Materials charges attached that the School District must cover. At the time students are enrolled in a P-TECH course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the IM Direct.

The P-TECH will use the Course Agreement Forms to determine IM. When IM requirements change for courses taught at the College, the College will notify the P-TECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all P-TECH Students, whether enrolled in courses at the P-TECH or the College, will have the required course materials by the first instructional day.

14. FACULTY

a. All instructors teaching P-TECH courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the P-TECH must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses.

b. The Alamo Colleges District maintains policies and procedures, accessible at: https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/. Particularly relevant are sections E, F and H.

c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the P-TECH Principal or P-TECH Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college

course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.

d. The School District will provide the instructors for all high school courses at the P-TECH. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective academic discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.

e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific academic disciplines to fulfill the P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective academic discipline to teach at the P-TECH or assist in identifying a credentialed instructor to fill the identified need from the P-TECH. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the P-TECH, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.

f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at dst-HREEO@alamo.edu.

g. Student evaluation of instruction takes place each semester and will be a part of the P-TECH faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.

h. P-TECH faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). P-TECH faculty must upload course syllabi onto Concourse, the College's official reporting system. As each course at each P-TECH has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.

i. Instructors' Dual Credit classes may include both P-TECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or P-TECH.

j. P-TECH faculty are required to attend professional development and training outlined by the College Department Chair.

k. At the end of each semester, P-TECH faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.

l. To adhere to the requirements outlined in House Bill 2504 ("HB2504"), the P-TECH faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said P-TECH faculty are maintained.

15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF

The School District will provide the P-TECH staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the P-TECH staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The P-TECH will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE P-TECH

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the P-TECH and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide P-TECH teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are

required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the academic discipline to assist during the first college semester transition.

17. P-TECH CALENDAR

The P-TECH course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the P-TECH will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable P-TECH Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the P-TECH is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District P-TECH facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated P-TECH staff member will have access to student records, specifically those that include emergency contacts for P-TECH Students participating in college courses taught at the College.

All P-TECH Students are required to participate in required state, national assessments, which will be administered by the P-TECH staff. College agrees to make accommodations in course scheduling, including final exams, and attendance so that P-TECH Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

18. ACADEMIC POLICIES

a. The academic policies of the School District and College shall apply to all students enrolled in the P-TECH as applicable.

b. P-TECH Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. P-TECH Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options

by their corresponding faculty and be advised by their College advisor or the P-TECH counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The P-TECH personnel are responsible for advising P-TECH Students concerning academic progress in high school and college courses. The P-TECH staff and the College designee are responsible for advising and monitoring these actions.

c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926.

d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the P-TECH' student information system.

e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the P-TECH has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the P-TECH will pursue. The School District and P-TECH will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the P-TECH.

19. STUDENT SAFETY

The Parties agree that when a P-TECH Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/. The SOBI will be modified to include specific information addressing P-TECH Students prior to the effective date of this MOU.

When on the College campus, P-TECH Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including P-TECH Students, into the Alamo Colleges District Alamo Alert system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed

in the Alamo Alert system. For additional information regarding the Alamo Alert system, visit: https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and P-TECH Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of P-TECH Students will be the responsibility of School District. For additional information regarding Campus Carry, visit: https://www.alamo.edu/about-us/compliance/campus-carry.

P-TECH Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

20. STUDENT ATTENDANCE POLICIES

P-TECH Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at https://mysaccatalog.alamo.edu/content.php?catoid=173&navoid=10926#Attendance. P-TECH Students will adhere to School District attendance policies as well as those from the College.

21. STUDENT CONDUCT

P-TECH Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from P-TECH, shall be in conformity with the Codes of student conduct of the Parties. All P-TECH Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at https://mysaccatalog.alamo.edu/content.php?catoid=176&navoid=10909.. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against a P-TECH Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the P-TECH on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the P-TECH buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts,

including location of event. P-TECH Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

22. STUDENT SUPPORT SERVICES

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its P-TECH who will provide academic guidance support to the P-TECH Students. The P-TECH will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for P-TECH Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The P-TECH counselor and P-TECH designee will work to ensure P-TECH Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the P-TECH.

b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the P-TECH. P-TECH Students may be assigned to off-site academic course assignments which would require the P-TECH Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. P-TECH Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-P-TECH Students is prohibited.

24. STUDENT DATA SHARING

Parties agree to share student data for P-TECH 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 P-TECH. Each Party shall also promptly notify the other of any onsite or offsite behaviors of P-TECH Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, P-TECH shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

25. STUDENT RECORDS

In accordance with Applicable Law, School District will maintain student records pertaining to P-TECH and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of P-TECH Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

26. TRANSCRIPTION OF COLLEGE CREDIT

San Antonio College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate degrees and certificates degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call (404) 679-4500 for questions about the accreditation of San Antonio College.

College credit for each P-TECH Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and

ranking purposes. The School District, through the P-TECH staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/.

27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES

The Alamo Colleges District Policy and Procedure on Civil Rights prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. In particular, Section 504 prohibits discrimination and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. The protection extends to employees and students. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on sex (gender) of employees and students at educational institutions receiving federal financial assistance. "Sex" and gender discrimination under Title IX includes gender discrimination, cover sexual harassment and sexual assaults and violence occurring on campus. For more information, visit https://www.alamo.edu/sac/experience-sac/current-students/sac-cares/title-ix/.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District have designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution District-wide of complaints under the Civil Rights Policy and Procedure. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties will agree on which party will undertake the investigation.

All P-TECH Students will have access to AlamoCARES, a prevention, education and support program regarding dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: https://www.alamo.edu/about-us/compliance/title-ix/.

28. PROGRAM EVALUATION

The School District and the College will develop a plan for the evaluation of the P-TECH program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of P-TECH staff, location(s) where courses are taught, and

adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of P-TECH Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the P-TECH program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. Where P-TECH is located on the College property, any commitment of College facilities for P-TECH purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.

b. The School District will provide P-TECH Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be responsible for procuring all required textbooks. The Alamo Collegiate Network will be invoiced as per the SB 1882 partnership agreement between the Alamo Colleges District and the School District for applicable Instructional Materials charges embedded in courses requiring electronic materials.

c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.

d. Any transportation and food services will be provided by the School District.

e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.

f. High school teachers delivering dual credit courses may teach students enrolled in P-TECH and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or P-TECH.

g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.

i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay $600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.

ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the Alamo Collegiate Network will be invoiced as per the SB 1882 partnership agreement between the Alamo Colleges District and the School District in the amount of $100 per student. The official student enrollment count will be taken on the course sections' census date.

iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the Alamo Collegiate Network will be invoiced as per the SB 1882 partnership agreement between the Alamo Colleges District and the School District in the amount of $2,800 per course section. The official student enrollment count will be taken on the course sections' census date.

iv. Where ECHS Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the School District will be responsible for procuring all required textbooks at its own expense. The Alamo Colleges District will obtain and supply electronic Instructional Materials as required and invoice the Alamo Collegiate Network per the SB 1882 partnership agreement between the Alamo Colleges District and the School District.

h. School District's failure to meet its payment responsibilities as fiscal agent regarding a student will result in College's refusal of enrollment of the School District for the next Academic Year after determination of payment default.

30. EQUAL EMPLOYMENT OPPORUNITY

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

31. TERMINATION OF THE MOU

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

32. TRANSPORTATION

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any P-TECH field trips, each pursuant to applicable School District rules and procedures.

33. STUDENT DIRECTORY INFORMATION

Upon enrolling in the P-TECH, each student's directory information (defined by the College, pursuant to FERPA) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

34. FOOD SERVICES

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. P-TECH Students may purchase food from College food service facilities when on the College campus.

35. ENTIRE AGREEMENT

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

36. NO WAIVER OF IMMUNITY

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

37. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

38. SEVERABILITY

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

39. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

School District:
San Antonio Independent School District
ATTN: Superintendent of Schools
141 Lavaca St.
San Antonio, TX 78205
pmartinez1@saisd.net

College:
San Antonio College
ATTN: College President
1819 N. Main Ave.
San Antonio, Texas 78212
rvela63@alamo.edu

Alamo Colleges District:
Alamo Community College District
ATTN: Chancellor
2222 N. Alamo St.
San Antonio, TX 78215
DST-Chancellor@alamo.edu

Alamo Community College District
ATTN: General Counsel
2222 N. Alamo St.
San Antonio, TX 78215
DST-Legal@alamo.edu

40. NON-APPROPRIATION

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

41. NO-THIRD PARTY BENEFICIARY

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

42. HEADINGS

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

43. RELATIONSHIP

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / P-TECH Director and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ _____
Dr. Robert Vela, President Date
San Antonio College

Approved As To Form Only By Patricia Meurin With Permission From Ross Laughead

Pat Meurin Digitally signed by Pat Meurin
Date: 2020.12.15 18:54:57 -06'00'

By: _____ _____
Dr. Mike Flores, Chancellor Date

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Mr. Pedro Martinez, Superintendent Date

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

EXHIBIT A

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

Partnerships

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

Student Success

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

Collective Impact

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

Policy Advocacy

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.

EXHIBIT B

CROSSWALKS OUTLINING HIGH SCHOOL AND COLLEGE COURSES

FOR SELECTED DEGREE PLAN

Nursing & Healthcare H-TECH at Fox Tech High School
4-6 Year Plan Crosswalk

Program of Study	IHE Partner	Program Offered in 2018-2019? (Y/N)	Expected Program Student Outcomes
Associates of Science (Nursing Pathway)	Alamo College District: San Antonio College	N	Associates of Science
			Industry-based certification

Year / Grade Level	High School Course			Post-Secondary Course		
	PEIMS Course/Code #	High School Course Name	High School Credits	Texas Common Course Numbering System Number	College Course Name	College Credit Hours
Year 0 / Grade 8	03440100	Spanish I (5211)	1			
Year 0 / Grade 8		Summer Bridge/TSI Boot camp				
		Total Year 0 High School Credits			**Total Year 0 College Credit Hours**	
Year 1 / Grade 9 **YEAR LONG**	03220100	English I (1214) or English I Pre-AP(1215)	1			
Year 1 / Grade 9 **YEAR LONG**	03100500(ALG) 03100700(GEO)	Algebra I (2214) or Alg I Pre-AP (2215) OR Geometry Pre-AP (2225)	1			
Year 1 / Grade 9 **YEAR LONG**	03010200	Biology I (3224) or Biology Pre-AP (3225)	1			
Year 1 / Grade 9 **YEAR LONG**	03440200	Spanish II (5214)	1			
Year 1 / Grade 9 **FALL** **SPRING**	03500110 03241200	DC Art I Appr (6475) Speech DC (1561)	0.5 0.5	ARTS 1301 SPCH1315	Art Appreciation **(no pre-req.)** Public Speaking **(no pre-req.)**	3 3
Year 1 / Grade 9 **YEAR LONG**	13020300	Medical Terminology (7605)	1			
Year 1 / Grade 9 **YEAR LONG**		HS Fine Arts OR PE	1			
Year 1 / Grade 9 **FALL** **SPRING**	84000CPE 03350100	TSI ELA Prep (8731) DC Psychology (4523)	0.5 0.5	*PSYC2301	General Psychology **(no pre-req.)**	3
SUMMER		PE/Spanish/Geometry				
		Total Year 1 High School Credits	8		**Total Year 1 College Credit Hours**	9
Year 2/ Grade 10 **ALL YEAR**	03220200	English II(1224) or English II Pre-AP (1225)	1			
Year 2/ Grade 10 **ALL YEAR**	03100700(GEO) 03100600(ALG2)	Pre-AP Geometry (2225) (if not taken in the summer) or ALG 2 DC	1	MATH 1314	College Algebra	3
Year 2/ Grade 10 **ALL YEAR (on campus)**	A3010200	Biology AP/DC (3880)	1	BIOL1406	Biology for Science Majors (No Prerequisite)	4
Year 2/ Grade 10 **ALL YEAR**	03340100	US History DC (4235)	1	HIST 1301 HIST 1302	United States History I United States History II	3 3
Year 2/Grade 10	03040000	General Chemistry DC (waiting for course #)	1	CHEM 1411	General Chemistry I (Prerequisite: MATH1314 OR MATH 1414)	4
Year 2/ Grade 10 **ALL YEAR**		HS Fine Arts OR PE	1			
Year 2/ Grade 10	13020400	Health ScienceTheory (7601) Health Science Theory DC ()	.5 .5	PHIL2306	Introduction to Ethics (no pre-req)	3
Year 2/ Grade 10			1	SPN 2311	Intermediate Spanish I	3

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Nursing & Healthcare H-TECH at Fox Tech High School
4-6 Year Plan Crosswalk

ALL YEAR	03440300	Spanish III DC(5588)		SPN 2312	Intermediate Spanish II	3
SUMMER						
		Total Year 2 High School Credits	8		**Total Year 2 College Credit Hours**	17
Year 3/Grade 11 **ALL YEAR**	03220300	English III DC	1	ENG 1301 ENG 1302	COMPOSITION I COMPOSITION II	3 3
Year 3/Grade 11 **ALL YEAR**	03100600 03102530	Algebra 2 DC or Statistics DC (2890)	1 or 1	MATH 1314 MATH 1442	College Algebra or Elementary Statistical Methods	3 or 4
Year 3 / Grade 11	03340400	World History	1			
Year 3/Grade 11 FALL SPRING	13020600	Anatomy & Physiology DC	1	BIOL2401 BIOL 2402	Anatomy & Physiology Anatomy & Physiology	4 4
Year 3/Grade 11		HS Fine Arts OR PE	1			
Year 3/Grade 11	13020505	Health Science Practicum DC (7642)	3	PSYC2314 BIOL 1322	(FALL) Lifespan Growth and Dev. (Prerequisite: PSYC 2301) (SPRING) Nutrition & Diet Therapy (Prerequisite: CHEM 1405)	3 3
Summer						
		Total Year 3 High School Credits	8		**Total Year 3 College Credit Hours**	24
Year 4/Grade 12	03220400	English IV (1244)	1			
Year 4/Grade 12	03102530 03102501	Stats. DC (2890) or Pre-Cal DC (2880)	1	MTH1442 MTH1414	Elementary Statistical Methods OR College Algebra (Pre-CalTrack)	4 4
Year 4/Grade 12	03330100 03380002	US Government DC (4255) Special Topic DC (4301)	.5 .5	GOVT2305 GOVT 2306	US Government Texas Government	3 3
	03310300	Economics (4264)	.5			
Year 4/Grade 12		ELECTIVE	1			
Year 4/Grade 12	13020950	Pharmacology (7609)	1			
Year 4/Grade 12	13020510	Health Science Practicum (7622)	2			
Year 4/Grade 12	13020700	Medical Microbiology(7617)	1	BIOL 2421	Microbiology for Nursing	4
Year 4/Grade 12						
		Total Year 4 High School Credits	8.5		**Total Year 4 College Credit Hours**	17
Optional Year 5						
Optional Year 6						
		Total Years 5 & 6 High School Credits			**Total Years 5 &6 College Credit Hours**	
		Total High School Credits	32		**Total College Credit Hours**	67

Certification (s) to be earned by high school graduation:	Certified Medical Assistant or Medical Billing and Coding Specialist
Degree (s) to be earned by high school graduation:	Associates of Science

*PSYC2301 can be taken in Summer Bridge of either 9th 10th or 10th 11th, depending on TSI readiness

2021-22
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL
MEMORANDUM OF UNDERSTANDING

BETWEEN

HIGHLANDS P-TECH WITH
ST. PHILIP'S COLLEGE – ALAMO COLLEGES DISTRICT
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AND

ST. PHILIP'S COLLEGE
ALAMO COLLEGES DISTRICT

ST. PHILIP'S COLLEGE (herein referred to as "the College"), a college of the ALAMO COLLEGE DISTRICT (herein referred to as "Alamo Colleges District"), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its Pathways in Technology Early College High School (herein referred to as the "P-TECH"), enter the following Memorandum of Understanding ("MOU") for the continuation of the School District P-TECH as of the 2021-2022 Academic Year. Collectively the partners are referred to as "Parties." The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the P-TECH. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, academic discipline history, teacher recommendation, or minimum grade point average (GPA).

P-TECH are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 120 students in grade 9 on a yearly basis,

with a maximum enrollment not to exceed 600 students in grades 9-13. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The P-TECH will be located at 3118 Elgin Ave, San Antonio, Texas 78210.

A P-TECH prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students (herein referred to as the "P-TECH Students") are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

1. **TERM**
   The Initial Term of this MOU shall be August 1, 2021– July 31, 2022. Effectiveness is subject to approval of the P-TECH re-designation by the Texas Education Agency ("TEA"), any additional approvals that may be required by the Texas Higher Education Coordinating Board ("THECB"), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

2. **APPLICABLE LAW**
   The Parties agree to operate the P-TECH in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable

requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC").

The Parties agree to operate the P-TECH in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the P-TECH. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

3. REPORTING

The 86th Texas Legislative Session passed SB 502 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

(1) academic credit at the receiving institution; or
(2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

A report required by this section must indicate:

(1) the course name and type;
(2) which institution of higher education provided academic credit for the course; and
(3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

(1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
    (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
    (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
(2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and
(3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

4. DISABILITY SUPPORT SERVICES

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, a P-TECH Student requiring

disability support services may have differing levels of assistance from the School District and College. For a P-TECH Student to receive disability support services at the College, the P-TECH Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The P-TECH Student, P-TECH Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the P-TECH Student. The accommodation letters will be given to the P-TECH Student and may be given to the School District P-TECH Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

5. GOVERNANCE

a. The P-TECH established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of a P-TECH designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.

b. A P-TECH Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

c. A P-TECH Advisory Board will meet at least four times per year, or as mutually agreed by both Parties, to ensure that guidance is provided to the P-TECH. The Advisory Board members will consist of representatives from the community, economic development partners, Aircraft Technician Airframe Associate of Applied Science, Automated Industrial Processing Electronics/Mechatronics Associate of Applied Science, and Welding Technologist Associate of Applied Science industry subject matter experts, respective College Faculty Chair and College Faculty Representative from the discipline, Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, the College Dual Credit Liaison, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Pathways in Technology Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. The Advisory Board will review resource acquisition, curriculum development, work-based learning and student/community outreach to ensure a successful academic and career pipeline. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

d. The P-TECH Staff will include a Principal / P-TECH Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College will provide a representative to participate on the search committee of the P-TECH Principal / P-TECH Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with P-TECH staff and administrators.

6. MARKETING AND CO-BRANDING

a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ P-TECH, "at", or "with", or "in partnership with" "College name – Alamo Colleges District." At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the P-TECH shall be the Highlands P-TECH with St. Philip's College - Alamo Colleges District. The official name of the P-TECH shall be used, at minimum, in the letterhead of the P-TECH, the business card of its Principal / P-TECH Director, all of its press releases, any references to the P-TECH in ISD

announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the P-TECH.

b. Official Logo for P-TECH. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with "Alamo Colleges District", adhering to Alamo Colleges District branding standards.

c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.

d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.

e. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in a P-TECH venture. However, because the designation of the P-TECH from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the P-TECH or the official logo of the P-TECH.

f. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the P-TECH partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

7. COMMUNICATIONS

a. To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, as well as those listed in the goals outlined in House Bill 1638 ("HB1638") passed during the 85th Texas Legislative Session, Regular Session, and codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the P-TECH will ensure that documentation summarizing collaboration and outreach efforts of College, P-TECH and business partners will be readily available and posted.

b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the P-TECH and College websites.

c. Metrics required by Statewide Goals for Dual Credit will be posted on both the P-TECH and the College web sites.

i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.
ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
iv. Analysis of performance in subsequent course work.

d. To adhere to the requirements set forth by legislative bills passed during the 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the P-TECH concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of P-TECH Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.

b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The P-TECH will communicate to the parents of P-TECH Students that any questions or concerns from parents should be directed to the P-TECH Principal / P-TECH Director or Counselor. The College personnel will not be expected to communicate with parents.

c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.

d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called "directory information." Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student's name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.

e. College staff are prohibited from discussing or disclosing any information specific to students' grades, conduct or other related matters with individuals other than the student or staff in the P-TECH. The P-TECH Student must submit a FERPA Consent Form to the College's Admissions and Records Department to authorize the College, by signature, to discuss the P-TECH Student's record information, including grades, conduct or other related matters.

f. An electronic version of the FERPA Consent Form may be obtained at: https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf

g. The P-TECH will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the P-TECH.

9. BUILDING A COLLEGE CULTURE

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

a. The 86th Texas Legislative Session passed SB 1324 stating that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.

b. A four-year crosswalk will be developed to demonstrate students' progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The P-TECH Student and College Advisor will meet and design a degree plan that will be submitted into the College's system of record.

c. The P-TECH Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.

d. The P-TECH Student will participate in dual credit courses receiving both high school and college credit.

e. The P-TECH Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that P-TECH Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

10. RECRUITMENT

The School District, through the P-TECH, will recruit 8th graders annually for the incoming 9th grade class.

a. The recruitment process may include:

i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;

ii. A presentation of recruitment/admission materials made to all 8th grade students;

iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;

iv. Student/parent meetings are held at middle school campuses so the P-TECH can explain the opportunities and commitment required of P-TECH Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.

v. Development of recruitment and admission information presented in both English and Spanish.

vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.

vii. The College will require all P-TECH Students to submit a Student/Parent Consent form upon entry into the program. The P-TECH shall have each student and a parent sign the consent form defining the requirements and expectations of the P-TECH program. The P-TECH will maintain all consent forms documents and provide an electronic copy of said to the College.

viii. To adhere to the requirements set forth by HB1638, the College and the P-TECH will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.

b. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 120 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 600 students in grades 9-13. Any increase to these maximums must be mutually agreed upon by the College and the P-TECH following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may not be added to any cohort following enrollment in the first semester of the 10th grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should a P-TECH Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.

c. P-TECH Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.

d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.

e. Regarding student transfers into the P-TECH, after the beginning of Grade 9, below are considerations that the College and the P-TECH will ensure:

   i. The P-TECH will allow student transfers, with mutual consent between the P-TECH and the College.
   ii. The College and the P-TECH will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
   iii. Generally, students may not transfer later than the first semester of the 10th grade in order to satisfy all degree requirements in the time remaining in their high school tenure.

f. P-TECH Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.

g. The P-TECH is responsible for ensuring that all P-TECH Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the P-TECH. The P-TECH will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.

h. P-TECH Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: https://corequestjc.dshs.texas.gov.

i. The P-TECH enrollment team will include, at a minimum, the School District P-TECH Principal / P-TECH Director, P-TECH counselor, teachers and a college representative as requested by the P-TECH to participate.

11. CURRICULUM

a. The P-TECH shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9th grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10th grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.

b. The P-TECH shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass

TSIA2, which interventions shall occur before retesting. The P-TECH shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The P-TECH will share the report with the College Coordinator of High School Programs or College Designee.

c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.

d. The primary emphasis on the P-TECH degree plan is on the program requirements for the Associate of Applied Science. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1st, the P-TECH will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.

e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Academic Discipline Chairs or Faculty Liaison, along with the Principal / P-TECH Director or P-TECH designee, will be responsible for working with P-TECH faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The P-TECH curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.

f. The 86th Texas Legislative Session passed SB 25, which states each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
   (1) Identify all required lower-division courses for the applicable certificate or degree program;
   (2) Include for each course, if applicable:
      (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
      (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;

(3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
   (A) For a 60-hour degree or certificate program, two years; or
   (B) For a 120-hour degree program, four years; and
(4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.

g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.

h. To adhere to the requirements set forth in the P-TECH designation Blueprint, as well as those listed in the goals outlined in HB1638, the College and the School District will maintain course agreements for each course taught at the P-TECH, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for P-TECH Students to use in their respective courses. The course agreement requirement for P-TECH extends to designation of academic and workforce courses for Traditional Dual Credit and P-TECH. College, School District and P-TECH shall ensure that a dual credit course and the corresponding college course offered at the P-TECH are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the P-TECH will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.

i. The 86th Texas Legislative Session passed HB 3650 which requires that the School District and the College to consider the use of free or low-cost open educational resources in courses offered as dual credit, for which the P-TECH program uses as part of its course offering to satisfy the prescribed courses in the degree plans.

j. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the P-TECH, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer

meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.

k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.

l. P-TECH Students may have their course load reduced should they encounter unusual circumstances occurring "once in a lifetime," tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the P-TECH. A student may not initiate the course reduction.

m. P-TECH Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the P-TECH Principal / P-TECH Director's approval, as well as the designated College staff approval. Upon agreement from both the P-TECH and the College, a current course agreement must be on file as part of the process to enroll the student into the requested course.

n. Within the P-TECH framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.

o. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. P-TECH Students will participate in college-level work and will be subject to material deemed college level. The School District and P-TECH are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.

p. If a student fails a course, any retake will be outside the regularly scheduled academic plan and all Early Admission requirements will apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the P-TECH Student, be invoiced to the School District as fiscal agent. Otherwise, the P-TECH Student will be treated as a student with the Early Admissions status, thereby making the P-TECH Student responsible for all corresponding tuition and fees.

q. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the P-TECH Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.

r. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the P-TECH. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.

s. To enroll in any college-level course, P-TECH Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/P-TECH Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.

t. P-TECH Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926.

u. As part of the experiences within the course of study in the P-TECH, students will be provided with career mentors selected from the business partners or other industry applicable businesses.

v. The P-TECH, College and selected business partners of the P-TECH will create 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.

w. The selected degree plan for the P-TECH with the College are the Associate of Applied Science degree(s). See degree plan(s) in Exhibit B. Courses and their respective pre-requisites are accessible on the College's eCatalog website.

x. Courses taught to fulfill all credentials listed in this agreement must adhere to the number of required contact hours. Deviation from the traditional sixteen (16) week part of term must be reviewed and approved by the designated College staff to ensure that the required number of contact hours are met.

y. The P-TECH, in partnership with the business partners of the P-TECH, will ensure that the participating students complete the required clock hours of on the job training in a single semester, as allocated per week by the College.

z. The selected degree plans for the P-TECH with the College are stackable awards from the Associate of Applied Science degree(s). See Exhibit B for the related degrees that students may attain during their tenure at the P-TECH.

aa. P-TECH Students are required to attend at least one (1) College campus event related to their degree plan.

12. ADVISING

To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, HB1638, and the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86th Texas Legislative Session, the College and the P-TECH will provide academic advising as listed herein.

a. The 86th Texas Legislative Session passed SB 1324, which states that a student shall file a degree plan with the college not later than:
   1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
   2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.

b. SB 1324 further states that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the P-TECH Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.

c. P-TECH Students will be provided with a college degree plan, and the corresponding high school diploma sequence of courses, that will prepare them for high-wage, high-demand, high-skill career fields.

d. The College and the P-TECH will track and measure students' progress to ensure they meet the Outcomes-Based Measures. The information will be reviewed biannually to identify students' strengths and weaknesses and develop individual instructional support plans.

e. Through the P-TECH counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: https://www.alamo.edu/enroll/plan/.

f. The 86th Texas Legislative Session passed SB1276, which requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.

g. The P-TECH Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.

h. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

13. COURSE MATERIALS

The School District will provide all required "Course Materials" including: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course syllabus that identifies the Course Materials required for a course. Course Materials are all varieties of materials used for course instruction, including textbooks. "Instructional Materials" are a subset of materials that are defined as electronic or paper materials that will be used during a course where the School District will be invoiced by the Alamo Colleges District Business Office.

All Course Materials utilized in each course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Academic Discipline Chair prior to the start of the first instructional day.

Detailed information for each College course, including the syllabus, corresponding course files and faculty information can be found at: https://alamo.campusconcourse.com/.

Instructional Materials charges are determined by the respective College discipline based on how and where the course is taught.

a. Courses taught at the P-TECH:
   i. As part of the Course Agreements, the College includes the Instructional Materials charge, if applicable, or other required materials for courses.
   ii. Instructional Materials charges are applied every semester on courses that specify the need for said charges.
   iii. The Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
   iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
   v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.

b. Courses taught on College campus or online:
   i. The College includes the Instructional Materials charge as part of the Course Agreements.
   ii. Where a teacher cannot be identified by the College and P-TECH, the P-TECH will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.

c. P-TECH enrollments in regular college sections
   i. The College will follow the Guidelines for Selection of Instructional Materials for all courses. College will let P-TECH know the requirement for each course considered for P-TECH enrollments.
   ii. IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the P-TECH must be notified at the time discussion for dual credit enrollments are underway.

iii. The College will communicate any changes in IM, including IMDirect, to the P-TECH by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the P-TECH by the first full week of September.
iv. The College and P-TECH will discuss the required IM materials before agreeing to enroll students in the college section.

d. Enrollment of P-TECH Students in regular college sections is acknowledgement of agreement to required IM.

The designee of the College High School Programs will meet with the School District or P-TECH prior to enrolling students into courses and inform the School District of any courses that will have an Instructional Materials charges attached that the School District must cover. At the time students are enrolled in a P-TECH course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the IM Direct.

The P-TECH will use the Course Agreement Forms to determine IM. When IM requirements change for courses taught at the College, the College will notify the P-TECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all P-TECH Students, whether enrolled in courses at the P-TECH or the College, will have the required course materials by the first instructional day.

14. FACULTY

a. All instructors teaching P-TECH courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the P-TECH must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses.

b. The Alamo Colleges District maintains policies and procedures, accessible at: https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/. Particularly relevant are sections E, F and H.

c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the P-TECH Principal or P-TECH Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college

course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.

d. The School District will provide the instructors for all high school courses at the P-TECH. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective academic discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.

e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific academic disciplines to fulfill the P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective academic discipline to teach at the P-TECH or assist in identifying a credentialed instructor to fill the identified need from the P-TECH. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the P-TECH, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.

f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at dst-HREEO@alamo.edu.

g. Student evaluation of instruction takes place each semester and will be a part of the P-TECH faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.

h. P-TECH faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). P-TECH faculty must upload course syllabi onto Concourse, the College's official reporting system. As each course at each P-TECH has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.

i. Instructors' Dual Credit classes may include both P-TECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or P-TECH.

j. P-TECH faculty are required to attend professional development and training outlined by the College Department Chair.

k. At the end of each semester, P-TECH faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.

l. To adhere to the requirements outlined in House Bill 2504 ("HB2504"), the P-TECH faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said P-TECH faculty are maintained.

15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF

The School District will provide the P-TECH staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the P-TECH staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The P-TECH will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE P-TECH

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the P-TECH and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide P-TECH teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are

required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the academic discipline to assist during the first college semester transition.

17. P-TECH CALENDAR

The P-TECH course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the P-TECH will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable P-TECH Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the P-TECH is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District P-TECH facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated P-TECH staff member will have access to student records, specifically those that include emergency contacts for P-TECH Students participating in college courses taught at the College.

All P-TECH Students are required to participate in required state, national assessments, which will be administered by the P-TECH staff. College agrees to make accommodations in course scheduling, including final exams, and attendance so that P-TECH Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

18. ACADEMIC POLICIES

a. The academic policies of the School District and College shall apply to all students enrolled in the P-TECH as applicable.

b. P-TECH Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. P-TECH Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options

by their corresponding faculty and be advised by their College advisor or the P-TECH counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The P-TECH personnel are responsible for advising P-TECH Students concerning academic progress in high school and college courses. The P-TECH staff and the College designee are responsible for advising and monitoring these actions.

c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926.

d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the P-TECH' student information system.

e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the P-TECH has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the P-TECH will pursue. The School District and P-TECH will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the P-TECH.

19. STUDENT SAFETY

The Parties agree that when a P-TECH Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/. The SOBI will be modified to include specific information addressing P-TECH Students prior to the effective date of this MOU.

When on the College campus, P-TECH Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including P-TECH Students, into the Alamo Colleges District Alamo Alert system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed

in the Alamo Alert system. For additional information regarding the Alamo Alert system, visit: https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and P-TECH Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of P-TECH Students will be the responsibility of School District. For additional information regarding Campus Carry, visit: https://www.alamo.edu/about-us/compliance/campus-carry.

P-TECH Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

20. STUDENT ATTENDANCE POLICIES

P-TECH Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at https://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance. P-TECH Students will adhere to School District attendance policies as well as those from the College.

21. STUDENT CONDUCT

P-TECH Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from P-TECH, shall be in conformity with the Codes of student conduct of the Parties. All P-TECH Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at https://myspccatalog.alamo.edu/content.php?catoid=175&navoid=10909. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against a P-TECH Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the P-TECH on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the P-TECH buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts,

including location of event. P-TECH Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

22. STUDENT SUPPORT SERVICES

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its P-TECH who will provide academic guidance support to the P-TECH Students. The P-TECH will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for P-TECH Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The P-TECH counselor and P-TECH designee will work to ensure P-TECH Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the P-TECH.

b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the P-TECH. P-TECH Students may be assigned to off-site academic course assignments which would require the P-TECH Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. P-TECH Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-P-TECH Students is prohibited.

24. STUDENT DATA SHARING

Parties agree to share student data for P-TECH 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 P-TECH. Each Party shall also promptly notify the other of any onsite or offsite behaviors of P-TECH Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, P-TECH shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

25. STUDENT RECORDS

In accordance with Applicable Law, School District will maintain student records pertaining to P-TECH and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of P-TECH Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

26. TRANSCRIPTION OF COLLEGE CREDIT

St. Philip's College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate degrees and certificates degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call (404) 679-4500 for questions about the accreditation of St. Philip's College.

College credit for each P-TECH Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and

ranking purposes. The School District, through the P-TECH staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/.

27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES

The Alamo Colleges District Policy and Procedure on Civil Rights prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. In particular, Section 504 prohibits discrimination and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. The protection extends to employees and students. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on sex (gender) of employees and students at educational institutions receiving federal financial assistance. "Sex" and gender discrimination under Title IX includes gender discrimination, cover sexual harassment and sexual assaults and violence occurring on campus. For more information, visit https://www.alamo.edu/spc/about-spc/compliance/alamocares-title-ix/.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District have designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution District-wide of complaints under the Civil Rights Policy and Procedure. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties will agree on which party will undertake the investigation.

All P-TECH Students will have access to AlamoCARES, a prevention, education and support program regarding dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: https://www.alamo.edu/about-us/compliance/title-ix/.

28. PROGRAM EVALUATION

The School District and the College will develop a plan for the evaluation of the P-TECH program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of P-TECH staff, location(s) where courses are taught, and

adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of P-TECH Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the P-TECH program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. Where P-TECH is located on the College property, any commitment of College facilities for P-TECH purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.

b. The School District will provide P-TECH Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be responsible for procuring all required textbooks and will be invoiced for applicable Instructional Materials charges embedded in courses requiring electronic materials.

c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.

d. Any transportation and food services will be provided by the School District.

e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.

f. High school teachers delivering dual credit courses may teach students enrolled in P-TECH and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or P-TECH.

g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.

i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay $600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.

ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay $100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay $2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

iv. Where P-TECH Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

h. School District's failure to meet its payment responsibilities as fiscal agent regarding a student will result in College's refusal of enrollment of the School District for the next Academic Year after determination of payment default.

30. EQUAL EMPLOYMENT OPPORUNITY

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints

concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

31. TERMINATION OF THE MOU

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

32. TRANSPORTATION

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any P-TECH field trips, each pursuant to applicable School District rules and procedures.

33. STUDENT DIRECTORY INFORMATION

Upon enrolling in the P-TECH, each student's directory information (defined by the College, pursuant to FERPA) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

34. FOOD SERVICES

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. P-TECH Students may purchase food from College food service facilities when on the College campus.

35. ENTIRE AGREEMENT

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

36. NO WAIVER OF IMMUNITY

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

37. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

38. SEVERABILITY

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

39. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

School District:
San Antonio Independent School District
ATTN: Superintendent of Schools
141 Lavaca St.
San Antonio, TX 78210
pmartinez1@saisd.net

College:
St. Philip's College
ATTN: College President
1801 Martin Luther King Dr.
San Antonio, Texas 78203
aloston@alamo.edu

Alamo Colleges District:
Alamo Community College District
ATTN: Chancellor
2222 N. Alamo St.
San Antonio, TX 78215
DST-Chancellor@alamo.edu

Alamo Community College District
ATTN: General Counsel
2222 N. Alamo St.
San Antonio, TX 78215
DST-Legal@alamo.edu

40. NON-APPROPRIATION

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

41. NO-THIRD PARTY BENEFICIARY

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

42. HEADINGS

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

43. RELATIONSHIP

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / P-TECH Director and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ _____
Dr. Adena Williams Loston, President Date
St. Philip's College

Approved As To Form Only By Patricia Meurin With Permission From Ross Laughead

Pat Meurin Digitally signed by Pat Meurin Date: 2020.12.15 18:47:10 -06'00'

By: _____ _____
Dr. Mike Flores, Chancellor Date

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Mr. Pedro Martinez, Superintendent Date

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

EXHIBIT A

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

Partnerships

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

Student Success

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

Collective Impact

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

Policy Advocacy

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.

EXHIBIT B

CROSSWALKS OUTLINING HIGH SCHOOL AND COLLEGE COURSES

FOR SELECTED DEGREE PLANS

Highlands P-TECH Aerospace Crosswalk

ALAMO COLLEGES DISTRICT
St. Philip's College

Program of Study	IHE Partner	Expected Program Student Outcomes
Aircraft Technician Airframe	**Alamo Colleges District: St. Philip's College**	**Associate of Applied Science –** Aircraft Technician Airframe
		Level 1 Certificate – Aircraft Structures Mechanic **Level 2 Certificate –** Aircraft Mechanic Airframe

	High School Course			Post-Secondary Course			
Year / Grade Level	**PEIMS Course/ Code #**	**High School Course Name**	**High School Credits**	**Texas Common Course Numbering System Number**	**College Course Name**	**College Credit Hours**	**TSI & Pre-requisite Requirements**
Year 0 / Grade 8		Summer Bridge/TSI Boot Camp					
Year 1 / Grade 9		English I Pre- AP	1.0				
Year 1 / Grade 9		Algebra 1 or Geometry Pre-AP	1.0				
Year 1 / Grade 9		Biology Pre-AP	1.0				
Year 1 / Grade 9		World Geography or AP Human Geography	1.0				
Year 1 / Grade 9		LOTE- Spanish I/Spanish II/ ASL I	1.0				
Year 1 / Grade 9		AVID I	1.0				
Year 1 / Grade 9		**Aerospace and Aviation Courses at SPC SW Campus 7-9 Hours p/Week Non-Traditional School Day**	**3.5**	AERM 1310	Ground Operations	3	
				AERM 1208	Federal Aviation Regulations	2	
				AERM 1241	Wood, Fabric, and Finishes	2	
				AERM 1303	Shop Practices	3	
SUMMER		Summer Bridge PE	1.0				
		Total Year 1 High School Credits	**10.5**		**Total Year 1 College Credit Hours**	**10.0**	
Year 2/ Grade 10		English II Pre- AP	1.0				
Year 2/ Grade 10		Geometry Pre-AP or Algebra 2 DC	1.0	MATH 1314	College Algebra	3	COLLEGE LEVEL MATH
Year 2/ Grade 10		Chemistry Pre-AP	1.0				
Year 2/ Grade 10		LOTE- Spanish II/Spanish III/ASL II or Elective	1.0				
Year 2/ Grade 10		AVID II	1.0				
Year 2/ Grade 10		**Aerospace and Aviation Courses at SPC SW Campus 8-12 Hours p/Week Non-Traditional School Day**	**5.0**	AERM 1315	Aviation Science	3	
				AERM 1205	Weight and Balance	2	
				AERM 1347	Aircraft Auxiliary Systems	3	
				AERM 1243	Instruments and Navigation/Communication	2	
				AERM 2233	Assembly and Rigging	2	
SUMMER		World History	1.0				
SUMMER		**Aviation Course/Internship 112 Hours Total (14 p/Week)**		AERM 1491	Special Topics in Aircraft Mech.	4	
		Total Year 2 High School Credits	**11.0**		**Total Year 2 College Credit Hours**	**19.0**	

****All crosswalks are updated yearly and are subject to change based on degree plans and course offerings at both institutions.****

Highlands P-TECH Aerospace Crosswalk

Year / Grade Level	High School Course			Post-Secondary Course			
	PEIMS Course/ Code #	High School Course Name	High School Credits	Texas Common Course Numbering System Number	College Course Name	College Credit Hours	TSI & Pre-requisite Requirements
Year 3/ Grade 11		Science	1.0				
Year 3/ Grade 11		US History	1.0				
Year 3/ Grade 11		English III DC	1.0	ENGL 1301	Composition I	3	COLLEGE LEVEL ENGLISH
Year 3/ Grade 11		Algebra 2 DC or Pre-Calculus	1.0	MATH 1314	College Algebra	3	COLLEGE LEVEL MATH
Year 3/ Grade 11		**Aerospace and Aviation Courses at SPC SW Campus 12 Hours p/Week Non-Traditional School Day**	**4.0**	AERM 1414	Basic Electricity	4	
				AERM 1254	Aircraft Composites	2	
				AERM 1352	Aircraft Sheet Metal	3	
				AERM 1253	Aircraft Welding	2	
SUMMER		**Practicum in Transportation Systems - 320 Hour Internship**	**3.0**	AERM 2486	Internship – Airframe Mechanics and Aircraft Maintenance Technology	4	None
Total Year 3 High School Credits			**8.0**	**Total Year 3 College Credit Hours**		**21.0**	
Year 4/ Grade 12		English IV	1.0				
Year 4/ Grade 12		Pre-Calculus or Calculus	1.0				
Year 4/ Grade 12		Physics DC	1.0	PHYS 1305	Introductory Physics I Lecture	3	COLLEGE LEVEL ENGLISH & MATH
Year 4/ Grade 12		Government / Economics DC	1.0	ECON 1301	Intro to Economics	3	TSI R/W 310
Year 2/ Grade 10		Art/Music Appreciation	0.5	ARTS 1301/ MUSI 1306	Art/Music Appreciation	3	TSI R/W 310
Year 2/ Grade 10		Academic Mentoring	0.5				
Year 4/ Grade 12		**Aerospace and Aviation Courses at SPC SW Campus 12 Hours p/Week Non-Traditional School Day**	**5.0**	AERM 1449	Hydraulic, Pneumatic and Fuel Systems	4	
				AERM 1350	Landing Gear Systems	3	
				AERM 1345	Airframe Electrical Systems	3	
				AERM 2331	Aircraft Inspection	3	
		Total Year 4 High School Credits	**10.0**		**Total Year 4 College Credit Hours**	**22.0**	
Total High School Credits			**42.5**	**Total College Credit Hours**		**72.0***	

As an FAA regulated program, Highlands P-TECH Aerospace program requires students to attend all AERM courses at St. Philip's College Southwest Campus and may require following a non-traditional school day. Additional hours will be required as noted in the crosswalk above. Exact times will vary depending on SPC dual credit course schedule.

**Summer internships/courses and credits may vary. Students must complete AERM 1491 OR AERM 2486 to complete the certificate. Students may have the option to take both courses, depending on availability of internships and courses in summer of each year.*

****All crosswalks are updated yearly and are subject to change based on degree plans and course offerings at both institutions.****

2021-22
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CONSTRUCTION SCIENCE P-TECH AT
SIDNEY LANIER HIGH SCHOOL
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

AND

ST. PHILIP'S COLLEGE
ALAMO COLLEGES DISTRICT

ST. PHILIP'S COLLEGE (herein referred to as "the College"), a college of the ALAMO COLLEGE DISTRICT (herein referred to as "Alamo Colleges District"), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its Pathways in Technology Early College High School (herein referred to as the "P-TECH"), enter the following Memorandum of Understanding ("MOU") for the continuation of the School District P-TECH as of the 2021-2022 Academic Year. Collectively the partners are referred to as "Parties." The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the P-TECH. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, academic discipline history, teacher recommendation, or minimum grade point average (GPA).

P-TECH are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 105 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 420 students in grades 9-12. Any material deviation from the

Early College High School student enrollment parameters must be addressed in a separate Addendum. The P-TECH will be located at 1514 W Cesar E. Chavez Blvd, San Antonio, Texas 78207.

A P-TECH prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students (herein referred to as the "P-TECH Students") are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

1. **TERM**
   The Initial Term of this MOU shall be August 1, 2021– July 31, 2022. Effectiveness is subject to approval of the P-TECH re-designation by the Texas Education Agency ("TEA"), any additional approvals that may be required by the Texas Higher Education Coordinating Board ("THECB"), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

2. **APPLICABLE LAW**
   The Parties agree to operate the P-TECH in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable

requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC").

The Parties agree to operate the P-TECH in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the P-TECH. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

3. REPORTING

The 86th Texas Legislative Session passed SB 502 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

(1) academic credit at the receiving institution; or
(2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

A report required by this section must indicate:

(1) the course name and type;
(2) which institution of higher education provided academic credit for the course; and
(3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

(1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
    (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
    (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
(2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and
(3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

4. DISABILITY SUPPORT SERVICES

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, a P-TECH Student requiring

disability support services may have differing levels of assistance from the School District and College. For a P-TECH Student to receive disability support services at the College, the P-TECH Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The P-TECH Student, P-TECH Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the P-TECH Student. The accommodation letters will be given to the P-TECH Student and may be given to the School District P-TECH Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

5. GOVERNANCE

a. The P-TECH established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of a P-TECH designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.

b. A P-TECH Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

c. A P-TECH Advisory Board will meet at least four times per year, or as mutually agreed by both Parties, to ensure that guidance is provided to the P-TECH. The Advisory Board members will consist of representatives from the community, economic development partners, Construction Technology Associate of Applied Science, Construction Science Associate of Arts, and Power Generation & Alternative Energy Associate of Applied Science industry subject matter experts, respective College Faculty Chair and College Faculty Representative from the discipline, Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative,, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, the College Dual Credit Liaison, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Pathways in Technology Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. The Advisory Board will review resource acquisition, curriculum development, work-based learning and student/community outreach to ensure a successful academic and career pipeline. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

d. The P-TECH Staff will include a Principal / P-TECH Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College will provide a representative to participate on the search committee of the P-TECH Principal / P-TECH Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with P-TECH staff and administrators.

6. MARKETING AND CO-BRANDING

a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ P-TECH, "at", or "with", or "in partnership with" "College name – Alamo Colleges District." At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the P-TECH shall be the The Construction Science P-TECH at Sidney Lanier High School. The official name of the P-TECH shall be used, at minimum, in the letterhead of the P-TECH, the business card of its Principal / P-TECH Director, all of its press releases, any references to the P-TECH in ISD

announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the P-TECH.

b. Official Logo for P-TECH. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with "Alamo Colleges District", adhering to Alamo Colleges District branding standards.

c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.

d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.

e. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in a P-TECH venture. However, because the designation of the P-TECH from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the P-TECH or the official logo of the P-TECH.

f. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the P-TECH partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

7. COMMUNICATIONS

a. To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, as well as those listed in the goals outlined in House Bill 1638 ("HB1638") passed during the 85th Texas Legislative Session, Regular Session, and codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the P-TECH will ensure that documentation summarizing collaboration and outreach efforts of College, P-TECH and business partners will be readily available and posted.

b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the P-TECH and College websites.

c. Metrics required by Statewide Goals for Dual Credit will be posted on both the P-TECH and the College web sites.

i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.
ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
iv. Analysis of performance in subsequent course work.

d. To adhere to the requirements set forth by legislative bills passed during the 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the P-TECH concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of P-TECH Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.

b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The P-TECH will communicate to the parents of P-TECH Students that any questions or concerns from parents should be directed to the P-TECH Principal / P-TECH Director or Counselor. The College personnel will not be expected to communicate with parents.

c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.

d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called "directory information." Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student's name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.

e. College staff are prohibited from discussing or disclosing any information specific to students' grades, conduct or other related matters with individuals other than the student or staff in the P-TECH. The P-TECH Student must submit a FERPA Consent Form to the College's Admissions and Records Department to authorize the College, by signature, to discuss the P-TECH Student's record information, including grades, conduct or other related matters.

f. An electronic version of the FERPA Consent Form may be obtained at: https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf

g. The P-TECH will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the P-TECH.

9. BUILDING A COLLEGE CULTURE

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

a. The 86th Texas Legislative Session passed SB 1324 stating that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.

b. A four-year crosswalk will be developed to demonstrate students' progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The P-TECH Student and College Advisor will meet and design a degree plan that will be submitted into the College's system of record.

c. The P-TECH Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.

d. The P-TECH Student will participate in dual credit courses receiving both high school and college credit.

e. The P-TECH Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that P-TECH Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

10. RECRUITMENT

The School District, through the P-TECH, will recruit 8th graders annually for the incoming 9th grade class.

a. The recruitment process may include:

i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;

ii. A presentation of recruitment/admission materials made to all 8th grade students;

iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;

iv. Student/parent meetings are held at middle school campuses so the P-TECH can explain the opportunities and commitment required of P-TECH Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.

v. Development of recruitment and admission information presented in both English and Spanish.

vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.

vii. The College will require all P-TECH Students to submit a Student/Parent Consent form upon entry into the program. The P-TECH shall have each student and a parent sign the consent form defining the requirements and expectations of the P-TECH program. The P-TECH will maintain all consent forms documents and provide an electronic copy of said to the College.

viii. To adhere to the requirements set forth by HB1638, the College and the P-TECH will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.

b. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 105 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 420 students in grades 9-12. Any increase to these maximums must be mutually agreed upon by the College and the P-TECH following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may not be added to any cohort following enrollment in the first semester of the 10th grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should a P-TECH Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.

c. P-TECH Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.

d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.

e. Regarding student transfers into the P-TECH, after the beginning of Grade 9, below are considerations that the College and the P-TECH will ensure:

   i. The P-TECH will allow student transfers, with mutual consent between the P-TECH and the College.
   ii. The College and the P-TECH will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
   iii. Generally, students may not transfer later than the first semester of the 10th grade in order to satisfy all degree requirements in the time remaining in their high school tenure.

f. P-TECH Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.

g. The P-TECH is responsible for ensuring that all P-TECH Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the P-TECH. The P-TECH will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.

h. P-TECH Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: https://corequestjc.dshs.texas.gov.

i. The P-TECH enrollment team will include, at a minimum, the School District P-TECH Principal / P-TECH Director, P-TECH counselor, teachers and a college representative as requested by the P-TECH to participate.

11. CURRICULUM

a. The P-TECH shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9th grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10th grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.

b. The P-TECH shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass

TSIA2, which interventions shall occur before retesting. The P-TECH shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The P-TECH will share the report with the College Coordinator of High School Programs or College Designee.

c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.

d. The primary emphasis on the P-TECH degree plan is on the program requirements for the Associate of Applied Science and Associate of Arts. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1st, the P-TECH will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.

e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Academic Discipline Chairs or Faculty Liaison, along with the Principal / P-TECH Director or P-TECH designee, will be responsible for working with P-TECH faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The P-TECH curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.

f. The 86th Texas Legislative Session passed SB 25, which states each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
   (1) Identify all required lower-division courses for the applicable certificate or degree program;
   (2) Include for each course, if applicable:
      (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
      (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;

(3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
   (A) For a 60-hour degree or certificate program, two years; or
   (B) For a 120-hour degree program, four years; and
(4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.

g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.

h. To adhere to the requirements set forth in the P-TECH designation Blueprint, as well as those listed in the goals outlined in HB1638, the College and the School District will maintain course agreements for each course taught at the P-TECH, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for P-TECH Students to use in their respective courses. The course agreement requirement for P-TECH extends to designation of academic and workforce courses for Traditional Dual Credit and P-TECH. College, School District and P-TECH shall ensure that a dual credit course and the corresponding college course offered at the P-TECH are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the P-TECH will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.

i. The 86th Texas Legislative Session passed HB 3650 which requires that the School District and the College to consider the use of free or low-cost open educational resources in courses offered as dual credit, for which the P-TECH program uses as part of its course offering to satisfy the prescribed courses in the degree plans.

j. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the P-TECH, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer

meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.

k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.

l. P-TECH Students may have their course load reduced should they encounter unusual circumstances occurring "once in a lifetime," tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the P-TECH. A student may not initiate the course reduction.

m. P-TECH Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the P-TECH Principal / P-TECH Director's approval, as well as the designated College staff approval. Upon agreement from both the P-TECH and the College, a current course agreement must be on file as part of the process to enroll the student into the requested course.

n. Within the P-TECH framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.

o. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. P-TECH Students will participate in college-level work and will be subject to material deemed college level. The School District and P-TECH are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.

p. If a student fails a course, any retake will be outside the regularly scheduled academic plan and all Early Admission requirements will apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the P-TECH Student, be invoiced to the School District as fiscal agent. Otherwise, the P-TECH Student will be treated as a student with the Early Admissions status, thereby making the P-TECH Student responsible for all corresponding tuition and fees.

q. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the P-TECH Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.

r. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the P-TECH. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.

s. To enroll in any college-level course, P-TECH Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/P-TECH Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.

t. P-TECH Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926.

u. As part of the experiences within the course of study in the P-TECH, students will be provided with career mentors selected from the business partners or other industry applicable businesses.

v. The P-TECH, College and selected business partners of the P-TECH will create 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.

w. The selected degree plan for the P-TECH with the College are the Associate of Applied Science and Associate of Arts degree(s). See degree plan(s) in Exhibit B. Courses and their respective pre-requisites are accessible on the College's eCatalog website.

x. Courses taught to fulfill all credentials listed in this agreement must adhere to the number of required contact hours. Deviation from the traditional sixteen (16) week part of term must be reviewed and approved by the designated College staff to ensure that the required number of contact hours are met.

y. The P-TECH, in partnership with the business partners of the P-TECH, will ensure that the participating students complete the required clock hours of on the job training in a single semester, as allocated per week by the College.

z. The selected degree plans for the P-TECH with the College are stackable awards from the Associate of Applied Science degree(s). See Exhibit B for the related degrees that students may attain during their tenure at the P-TECH.

aa. P-TECH Students are required to attend at least one (1) College campus event related to their degree plan.

12. ADVISING

To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, HB1638, and the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86th Texas Legislative Session, the College and the P-TECH will provide academic advising as listed herein.

a. The 86th Texas Legislative Session passed SB 1324, which states that a student shall file a degree plan with the college not later than:
   1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
   2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.

b. SB 1324 further states that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the P-TECH Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.

c. P-TECH Students will be provided with a college degree plan, and the corresponding high school diploma sequence of courses, that will prepare them for high-wage, high-demand, high-skill career fields.

d. The College and the P-TECH will track and measure students' progress to ensure they meet the Outcomes-Based Measures. The information will be reviewed biannually to identify students' strengths and weaknesses and develop individual instructional support plans.

e. Through the P-TECH counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: https://www.alamo.edu/enroll/plan/.

f. The 86th Texas Legislative Session passed SB1276, which requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.

g. The P-TECH Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.

h. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

13. COURSE MATERIALS

The School District will provide all required "Course Materials" including: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course syllabus that identifies the Course Materials required for a course. Course Materials are all varieties of materials used for course instruction, including textbooks. "Instructional Materials" are a subset of materials that are defined as electronic or paper materials that will be used during a course where the School District will be invoiced by the Alamo Colleges District Business Office.

All Course Materials utilized in each course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Academic Discipline Chair prior to the start of the first instructional day.

Detailed information for each College course, including the syllabus, corresponding course files and faculty information can be found at: https://alamo.campusconcourse.com/.

Instructional Materials charges are determined by the respective College discipline based on how and where the course is taught.

a. Courses taught at the P-TECH:
   i. As part of the Course Agreements, the College includes the Instructional Materials charge, if applicable, or other required materials for courses.
   ii. Instructional Materials charges are applied every semester on courses that specify the need for said charges.
   iii. The Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
   iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
   v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.

b. Courses taught on College campus or online:
   i. The College includes the Instructional Materials charge as part of the Course Agreements.
   ii. Where a teacher cannot be identified by the College and P-TECH, the P-TECH will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.

c. P-TECH enrollments in regular college sections
   i. The College will follow the Guidelines for Selection of Instructional Materials for all courses. College will let P-TECH know the requirement for each course considered for P-TECH enrollments.
   ii. IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the P-TECH must be notified at the time discussion for dual credit enrollments are underway.

iii. The College will communicate any changes in IM, including IMDirect, to the P-TECH by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the P-TECH by the first full week of September.
iv. The College and P-TECH will discuss the required IM materials before agreeing to enroll students in the college section.

d. Enrollment of P-TECH Students in regular college sections is acknowledgement of agreement to required IM.

The designee of the College High School Programs will meet with the School District or P-TECH prior to enrolling students into courses and inform the School District of any courses that will have an Instructional Materials charges attached that the School District must cover. At the time students are enrolled in a P-TECH course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the IM Direct.

The P-TECH will use the Course Agreement Forms to determine IM. When IM requirements change for courses taught at the College, the College will notify the P-TECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all P-TECH Students, whether enrolled in courses at the P-TECH or the College, will have the required course materials by the first instructional day.

14. FACULTY

a. All instructors teaching P-TECH courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the P-TECH must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses.

b. The Alamo Colleges District maintains policies and procedures, accessible at: https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/. Particularly relevant are sections E, F and H.

c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the P-TECH Principal or P-TECH Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college

course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.

d. The School District will provide the instructors for all high school courses at the P-TECH. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective academic discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.

e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific academic disciplines to fulfill the P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective academic discipline to teach at the P-TECH or assist in identifying a credentialed instructor to fill the identified need from the P-TECH. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the P-TECH, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.

f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at dst-HREEO@alamo.edu.

g. Student evaluation of instruction takes place each semester and will be a part of the P-TECH faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.

h. P-TECH faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). P-TECH faculty must upload course syllabi onto Concourse, the College's official reporting system. As each course at each P-TECH has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.

i. Instructors' Dual Credit classes may include both P-TECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or P-TECH.

j. P-TECH faculty are required to attend professional development and training outlined by the College Department Chair.

k. At the end of each semester, P-TECH faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.

l. To adhere to the requirements outlined in House Bill 2504 ("HB2504"), the P-TECH faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said P-TECH faculty are maintained.

15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF

The School District will provide the P-TECH staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the P-TECH staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The P-TECH will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE P-TECH

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the P-TECH and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide P-TECH teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are

required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the academic discipline to assist during the first college semester transition.

17. P-TECH CALENDAR

The P-TECH course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the P-TECH will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable P-TECH Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the P-TECH is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District P-TECH facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated P-TECH staff member will have access to student records, specifically those that include emergency contacts for P-TECH Students participating in college courses taught at the College.

All P-TECH Students are required to participate in required state, national assessments, which will be administered by the P-TECH staff. College agrees to make accommodations in course scheduling, including final exams, and attendance so that P-TECH Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

18. ACADEMIC POLICIES

a. The academic policies of the School District and College shall apply to all students enrolled in the P-TECH as applicable.

b. P-TECH Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. P-TECH Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options

by their corresponding faculty and be advised by their College advisor or the P-TECH counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The P-TECH personnel are responsible for advising P-TECH Students concerning academic progress in high school and college courses. The P-TECH staff and the College designee are responsible for advising and monitoring these actions.

c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926.

d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the P-TECH' student information system.

e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the P-TECH has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the P-TECH will pursue. The School District and P-TECH will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the P-TECH.

19. STUDENT SAFETY

The Parties agree that when a P-TECH Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/. The SOBI will be modified to include specific information addressing P-TECH Students prior to the effective date of this MOU.

When on the College campus, P-TECH Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including P-TECH Students, into the Alamo Colleges District Alamo Alert system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed

in the Alamo Alert system. For additional information regarding the Alamo Alert system, visit: https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and P-TECH Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of P-TECH Students will be the responsibility of School District. For additional information regarding Campus Carry, visit: https://www.alamo.edu/about-us/compliance/campus-carry.

P-TECH Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

20. STUDENT ATTENDANCE POLICIES

P-TECH Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at https://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance. P-TECH Students will adhere to School District attendance policies as well as those from the College.

21. STUDENT CONDUCT

P-TECH Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from P-TECH, shall be in conformity with the Codes of student conduct of the Parties. All P-TECH Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at https://myspccatalog.alamo.edu/content.php?catoid=175&navoid=10909. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against a P-TECH Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the P-TECH on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the P-TECH buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts,

including location of event. P-TECH Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

22. STUDENT SUPPORT SERVICES

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its P-TECH who will provide academic guidance support to the P-TECH Students. The P-TECH will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for P-TECH Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The P-TECH counselor and P-TECH designee will work to ensure P-TECH Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the P-TECH.

b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the P-TECH. P-TECH Students may be assigned to off-site academic course assignments which would require the P-TECH Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. P-TECH Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-P-TECH Students is prohibited.

24. STUDENT DATA SHARING

Parties agree to share student data for P-TECH 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 P-TECH. Each Party shall also promptly notify the other of any onsite or offsite behaviors of P-TECH Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, P-TECH shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

25. STUDENT RECORDS

In accordance with Applicable Law, School District will maintain student records pertaining to P-TECH and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of P-TECH Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

26. TRANSCRIPTION OF COLLEGE CREDIT

St. Philip's College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate degrees and certificates degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call (404) 679-4500 for questions about the accreditation of St. Philip's College.

College credit for each P-TECH Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and

ranking purposes. The School District, through the P-TECH staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/.

27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES

The Alamo Colleges District Policy and Procedure on Civil Rights prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. In particular, Section 504 prohibits discrimination and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. The protection extends to employees and students. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on sex (gender) of employees and students at educational institutions receiving federal financial assistance. "Sex" and gender discrimination under Title IX includes gender discrimination, cover sexual harassment and sexual assaults and violence occurring on campus. For more information, visit https://www.alamo.edu/spc/about-spc/compliance/alamocares-title-ix/.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District have designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution District-wide of complaints under the Civil Rights Policy and Procedure. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties will agree on which party will undertake the investigation.

All P-TECH Students will have access to AlamoCARES, a prevention, education and support program regarding dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: https://www.alamo.edu/about-us/compliance/title-ix/.

28. PROGRAM EVALUATION

The School District and the College will develop a plan for the evaluation of the P-TECH program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of P-TECH staff, location(s) where courses are taught, and

adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of P-TECH Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the P-TECH program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. Where P-TECH is located on the College property, any commitment of College facilities for P-TECH purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.

b. The School District will provide P-TECH Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be responsible for procuring all required textbooks and will be invoiced for applicable Instructional Materials charges embedded in courses requiring electronic materials.

c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.

d. Any transportation and food services will be provided by the School District.

e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.

f. High school teachers delivering dual credit courses may teach students enrolled in P-TECH and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or P-TECH.

g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.

i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay $600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.

ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay $100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay $2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

iv. Where P-TECH Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

h. School District's failure to meet its payment responsibilities as fiscal agent regarding a student will result in College's refusal of enrollment of the School District for the next Academic Year after determination of payment default.

30. EQUAL EMPLOYMENT OPPORUNITY

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints

concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

31. TERMINATION OF THE MOU

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

32. TRANSPORTATION

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any P-TECH field trips, each pursuant to applicable School District rules and procedures.

33. STUDENT DIRECTORY INFORMATION

Upon enrolling in the P-TECH, each student's directory information (defined by the College, pursuant to FERPA) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

34. FOOD SERVICES

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. P-TECH Students may purchase food from College food service facilities when on the College campus.

35. ENTIRE AGREEMENT

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

36. NO WAIVER OF IMMUNITY

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

37. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

38. SEVERABILITY

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

39. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

School District:
San Antonio Independent School District
ATTN: Superintendent of Schools
141 Lavaca St.
San Antonio, TX 78207
pmartinez1@saisd.net

College:
St. Philip's College
ATTN: College President
1801 Martin Luther King Dr.
San Antonio, Texas 78203
aloston@alamo.edu

Alamo Colleges District:
Alamo Community College District
ATTN: Chancellor
2222 N. Alamo St.
San Antonio, TX 78215
DST-Chancellor@alamo.edu

Alamo Community College District
ATTN: General Counsel
2222 N. Alamo St.
San Antonio, TX 78215
DST-Legal@alamo.edu

40. NON-APPROPRIATION

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

41. NO-THIRD PARTY BENEFICIARY

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

42. HEADINGS

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

43. RELATIONSHIP

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / P-TECH Director and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ _____
Dr. Adena Williams Loston, President Date
St. Philip's College

Approved As To Form Only By Patricia Meurin With Permission From Ross Laughead

Pat Meurin Digitally signed by Pat Meurin Date: 2020.12.15 18:49:12 -06'00'

By: _____ _____
Dr. Mike Flores, Chancellor Date

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Mr. Pedro Martinez, Superintendent Date

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

EXHIBIT A

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

Partnerships

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

Student Success

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

Collective Impact

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

Policy Advocacy

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.

EXHIBIT B

CROSSWALKS OUTLINING HIGH SCHOOL AND COLLEGE COURSES

FOR SELECTED DEGREE PLANS

Construction Science Associate of Arts

Construction Science A.A.	PEIMS Course/Code #	High School Course Name	HS Credits	College Semester/ HS Grade	College course number	College Course Name	College Credit Hours
Summer Credit Attainment	PES00052	Foundations of Personal Fitness	1.0				
Summer Bridge							
Year 1/9th grade	03220100	English I Pre- AP	1.0				
Year 1/9th grade	03100500 OR 03100700	Algebra 1 or Pre-AP Geometry	1.0				
Year 1/9th grade	02010200	Biology PAP	1.0				
Year 1/9th grade	03340400	World History	1.0				
Year 1/9th grade	03440200 OR 03440100	LOTE- Spanish I/ Spanish II	1.0				
Year 1/9th grade	N1290001	AVID	1.0				
Year 1/9th grade	03500110	DC ART APPRECIATION	1.0	Spring	ARTS 1301	Art Appreciation	3.0
Year 1/9th grade	13004220	Principles of Construction (non DC)	1.0				
			8.0				3.0
Summer Bridge							
Year 2/10th grade	03220200	English II Pre- AP	1.0				
Year 2/10th grade	03100700 OR 03100600	Pre-AP Geom OR Pre-AP Alg 2	1.0				
Year 2/10th grade	**3060200**	DC Earth Space Science	1.0	Fall	GEOL 1301	Earth Sciences Lecture 1	3.0
				Spring	ENVR 1302	Environmental Science 2	3.0
Year 2/10th grade	03340100	DC US History	1.0	Fall	HIST 1301	United States history 1	3.0
				Spring	HIST 1302	United States history 2	3.0
Year 2/10th grade	03440200	LOTE- Spanish II/Elective	1.0				
Year 2/10th grade	13004900	Construction Management 1 (non DC)	1.0				
Year 2/10th grade	N1290002	AVID	1.0				
Year 2/10th grade	13011200	Principles of Business (Same as Edison)	0.5	Fall	BUSI 1301	Business principles	tr
Year 2/10th grade	13009900	Professional Communications	0.5	Spring	SPCH 1315	Public speaking	3.0
			8.0				15
Summer Bridge							
Year 3/11th grade	03220300	English III DC	1.0	Fall	ENGL 1301	Composition 1	3.0
				Spring	ENGL 1302	Composition 2	3.0
Year 3/11th grade	03100600 13018000	Alg 2 or Financial Math	1.0		MATH 1324	Mathematics for Business*	3.0
Year 3/11th grade	03040000	Chemistry PAP	1.0				
Year 3/11th grade	03330100	Govt	0.5	Spring	GOVT 2305	Federal Government	3.0
	3380002	DC Special Topics 1	0.5	Fall	GOVT 2306	Texas government	3.0
Year 3/11th grade	**13005400**		2.0	for AA track prefer not for UTSA	BCIS 1305	Business Computer Applications	3.0
				Spring			
Year 3/11th grade	N1290030	AVID	1.0				
Year 3/11th grade	13016600	Accounting 1 (Same as Edison P-TECH)	1.0	Fall	ACCT 2301	Principles of financial accounting	3.0
				Spring	ACCT 2302	Principles of Managerial Accounting	3.0
			8.0				24.0

Summer Bridge								
	03220400	English 4 DC	1.0		NEED 1 for UTSA BS **OR** 2 for AA from the list: so they have been combined	ENGL 2322 & 2323	British Literature 1 & 2	
	3221800	English 5 DC				ENGL 2327 & 2328	American Literature 1 & 2	
	03380084	DC Mex American Studies				ENGL 2351 & HUMA 1305	Mexican American Literature & intro to Mexican American studies	
Year 4/ 12th grade						HUMA 2319 & 2323	American minority studies & world cultures	6.0
Year 4/ 12th grade	**3102530**	Statistics	1.0		Fall	BUSI 2305	Business statistics	3.0
Year 4/ 12th grade	03050000	Physics DC	1.0					
	3310300	DC ECO	0.5		Fall	ECON 2302	Principles of Microeconomics	3.0
Year 4/ 12th grade			0.5		for AA track prefer not for UTSA	ECO 2301	Principles of Macroeconomics	3.0
Year 4/ 12th grade		Elective	1.0					
Year 4/ 12th grade	N1290033	AVID	1.0					
Year 4/ 12th grade	13006200	Practicum in Construction Management (non DC)	2.0					
			8.0					15.0

Power Generation and Alternative Energy, Level 2 Certificate

Year/ Grade Level	PEIMS Course/Code #	High School Course Name	High School Credits	College Semester/ HS Grade	College course number	College Course Name	College Credit Hours
Attainment	PES00052		1.0				
Summer Bridge							
Year 1/9th grade	03220100	English I Pre- AP	1.0				
Year 1/9th grade	03100700	Algebra 1 or Pre-AP Geometry	1.0				
Year 1/9th grade	02010200	Biology PAP	1.0				
Year 1/9th grade	03340400	World History	1.0				
Year 1/9th grade	03440100	LOTE- Spanish I/ Spanish II	1.0				
Year 1/9th grade	N1290001	AVID/Elective	1.0				
Year 1/9th grade	13004220	Principles of Construction (20 week)	1.0	Spring	CNBT 1301	Industry	3.0
Year 1/9th grade	TBD	Century	1.0	Spring	COSC 1301	Introduction to Computing	3.0
			8.0				6
Summer Bridge							
Year 2/10th grade	03220200	English II Pre- AP	1.0				
Year 2/10th grade	03100600	below)	1.0				
Year 2/10th grade	03040000	Chemistry PAP	1.0				
Year 2/10th grade	03440100	complete)	1.0				
Year 2/10th grade	N1290002	AVID/Elective	1.0				
Year 2/10th grade		Foundations of Energy (20 week		Fall	ELMT 1302	Solar Photovoltaic Systems	3.0
Year 2/10th grade	N1300263	course)	1.0	Spring	WIND 2355	Repair	3.0
	13004900	Construction Management 1	2.0	Spring	CNBT 1400	Blueprint Reading	4.0
			8.0				10.0
Summer Bridge							
Year 3/11th grade	03220300	English III DC	1.0	Fall	ENGL 1301	Composition I	3.0
Year 3/11th grade	03100600	DC ALG 2	1.0		Math 1314	College Algebra	3.0
Year 3/11th grade	03020000	Environmental Sys P-AP	1.0				
Year 3/11th grade	03340100	US History	1.0				
Year 3/11th grade	N1290030	AVID/Elective	1.0				
Year 3/11th grade		Scientific Research and Design (20		Fall	ELMT 2351	Power Generation Fundamentals	3.0
Year 3/11th grade	13037200	week course)	1.0	Spring	FCEL 1302	Introduction to Fuel Cell Technology	3.0
				Fall	CETT 1409	DC-AC Circuits	4.0
	13036800	AC/DC Electronics	2.0	Spring	ELPT 1429	Residential Wiring	4.0
			8.0				20.0
Summer Bridge							
	03220400	English 4	1.0				
Year 4/ 12th grade	TBD	Applied Math for Tech Prof OR Engineering Math/ College Math (if not completed before)	1.0				
Year 4/ 12th grade	03050000	Physics DC	1.0		PHYS 1305	Introductory Physics I Lecture	3.0
Year 4/ 12th grade	03330100	Govt	0.5				
	03310300	Eco	0.5				
Year 4/ 12th grade	N1290033	AVID/Elective	1.0				
Year 4/ 12th grade	TBD	Fine Arts	1.0				
Year 4/ 12th grade	13037400	Practicum in STEM	2.0	Fall	ELMT 1307	IT Essentials: Smart Grid Fundamentals	3.0
			8.0				6.0

Power Generation and Alternative Energy, Associate of Applied Science

Power Generation and Alternative Energy	PEIMS Course/Code #	High School Course Name	High School Credits	College Semester/ HS Grade	College course number	College Course Name	College Credit Hours
Summer Credit Attainment	PES00052		1.0				
Summer Bridge							
Year 1/9th grade	03220100	English I Pre- AP	1.0				
Year 1/9th grade	03100500 OR 03100700	Algebra 1 or Pre-AP Geometry	1.0				
Year 1/9th grade	02010200	Biology PAP	1.0				
Year 1/9th grade	03340400	World History	1.0				
Year 1/9th grade	03440200 OR 03440100	LOTE- Spanish I/ Spanish II	1.0				
Year 1/9th grade	N1290001	AVID/Elective	1.0				
Year 1/9th grade	13004220	Principles of Construction (20 week)	1.0	Spring	CNBT 1301	Introduction to the Construction Industry	3.0
Year 1/9th grade	TBD	Digital Communication for 21st Century	1.0	Spring	COSC 1301	Introduction to Computing	3.0
			8.0				6
Summer Bridge							
Year 2/10th grade	03220200	English II Pre- AP	1.0				
Year 2/10th grade	03100700 OR 03100600	Pre-AP Geom	1.0				
Year 2/10th grade	03040000	Chemistry PAP	1.0				
Year 2/10th grade	03440100	LOTE- Spanish II (or AVID if complete)	1.0				
Year 2/10th grade	N1290002	AVID/Elective	1.0				
Year 2/10th grade	N1300263	Foundations of Energy (20 week course)	1.0	Fall	ELMT 1302	Solar Photovoltaic Systems	3.0
Year 2/10th grade							
	13004900	Construction Management 1	2.0	Spring	CNBT 1400	Residential and Light Commercial Blueprint Reading	4.0
			6.0				7.0
Summer Bridge							
Year 3/11th grade	03220300	English III	1.0				
Year 3/11th grade	03100600	Pre-AP Alg 2	1.0				
Year 3/11th grade	03020000	Environmental Sys P-AP	1.0				
Year 3/11th grade	03340100	US History	1.0				
Year 3/11th grade	N1290030	AVID/Elective	1.0				
Year 3/11th grade	TBD	Fine Arts	1.0				
Year 3/11th grade							
Year 3/11th grade	13036800	AC/DC Electronics	2.0	Spring	ELPT 1429	Residential Wiring	4.0
			8.0				4.0
Summer Bridge							
Year 4/ 12th grade	03220400	English 4	1.0				
Year 4/ 12th grade	TBD	Applied Math for Tech Prof OR Engineering Math/ College Math (if not completed before)	1.0				
Year 4/ 12th grade	03050000	Physics	1.0				
Year 4/ 12th grade	03330100	Govt	0.5				
Year 4/ 12th grade	03310300	Eco	0.5				
Year 4/ 12th grade	N1290033	AVID/Elective	1.0				
Year 4/ 12th grade	TBD	Elective	1.0				
Year 4/ 12th grade	13037400	Practicum in STEM	2.0				
			8.0				0.0
Year 5/ 13th grade							
Year 5/ 13th grade							
Year 5/ 13th grade							
Year 6/ 14th grade							
Year 6/ 14th grade							
Year 6/ 14th grade							
Year 6/ 14th grade							
Year 6/ 14th grade							
Year 6/ 14th grade							
Year 6/ 14th grade							

2021-22
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL
MEMORANDUM OF UNDERSTANDING

BETWEEN

CYBER P-TECH USA AT SAM HOUSTON HIGH SCHOOL
WITH ST. PHILIP'S COLLEGE – ALAMO COLLEGES DISTRICT
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AND

ST. PHILIP'S COLLEGE
ALAMO COLLEGES DISTRICT

ST. PHILIP'S COLLEGE (herein referred to as "the College"), a college of the ALAMO COLLEGE DISTRICT (herein referred to as "Alamo Colleges District"), and the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein referred to as the "School District"), a Texas Independent School District contracting on behalf of its Pathways in Technology Early College High School (herein referred to as the "P-TECH"), enter the following Memorandum of Understanding ("MOU") for the continuation of the School District P-TECH as of the 2021-2022 Academic Year. Collectively the partners are referred to as "Parties." The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in continuing the P-TECH. The School District will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, as defined by The Public Education Information Management System (PEIMS), including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment. Enrollment decisions shall not be based on state assessment scores, academic discipline history, teacher recommendation, or minimum grade point average (GPA).

P-TECH are innovative schools where students have the opportunity to earn a high school diploma, stackable certificates and up to 60 college credit hours or an Associate Degree. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis,

with a maximum enrollment not to exceed 900 students in grades 9-14. Any material deviation from the Early College High School student enrollment parameters must be addressed in a separate Addendum. The P-TECH will be located at 545 S. WW White Rd., San Antonio, Texas 78220.

A P-TECH prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students (herein referred to as the "P-TECH Students") are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing. The Alamo Colleges District Principles on Dual Credit & Early College Partnerships, attached as **Exhibit A**, provide a framework for a collaborative approach for academic and community partnerships.

1. **TERM**
   The Initial Term of this MOU shall be August 1, 2021– July 31, 2022. Effectiveness is subject to approval of the P-TECH re-designation by the Texas Education Agency ("TEA"), any additional approvals that may be required by the Texas Higher Education Coordinating Board ("THECB"), any annual approval as required by law or by the TEA or the THECB. An additional condition precedent to a Party's commitment to this MOU is approval of the MOU, or at least its form and Parties, by that Party's governing board. Upon mutual written agreement by the Parties by the end of each December an approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended until such time as a new MOU is issued and executed. As used in this MOU, the term "Term" shall mean the Initial Term or such shorter period of time in the event of termination of this MOU.

2. **APPLICABLE LAW**
   The Parties agree to operate the P-TECH in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities, including, without limitation: (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); Title IV of the Higher Education Act of 1965; and the Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code, including, without limitation, Section 28.009 – College Credit Program, Section 29.908 – Early College Education Program and Chapter 39 – Public School System Accountability; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and G; Section 102.1091; and Chapters 110-125; (g) TEA guidelines and requirements, including the Student Attendance Accounting Handbook ("Attendance Handbook") and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements, including, without limitation, course conformity in accordance with the Lower Division Academic Course Guide Manual ("LDACGM") and the Workforce Education Course Manual ("WECM"); and (i) all applicable

requirements of the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC").

The Parties agree to operate the P-TECH in compliance with applicable College and School District board policies and procedures and policies and procedures that may be agreed upon by the Parties and approved for the P-TECH. The Parties agree to comply with all assurances in the Program application submitted to TEA and any additional requirements for the Program adopted by the THECB. The foregoing as set forth in this Section 2 and any other laws, rules, and guidelines applicable to the subject matter of this MOU, including, without limitation, the requirements of accrediting authorities, collectively, shall be referred to as "Applicable Law" when used herein.

3. REPORTING

The 86th Texas Legislative Session passed SB 502 that requires the College to submit an annual report to the THECB and the Texas Legislature by not later than March 1 of each year describing any courses in the Lower-Division Academic Course Guide Manual ("ACGM") or its successor adopted by the coordinating board for which a student who transfers to the institution from another institution of higher education is not granted:

(1) academic credit at the receiving institution; or
(2) if the student has declared a major and has not changed majors, academic credit toward the student's major at the receiving institution.

A report required by this section must indicate:

(1) the course name and type;
(2) which institution of higher education provided academic credit for the course; and
(3) the reason why the receiving institution did not grant academic credit for the course.

A report on courses taken by students who, during the preceding academic year, transferred to a general academic teaching institution or earned an associate degree at the college. The report must include the total number of:

(1) courses attempted and completed at the college, including the total number of semester credit hours for those courses, disaggregated by whether the course is in:
    (A) the Workforce Education Course Manual or its successor adopted by the coordinating board; or
    (B) the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;
(2) courses attempted and completed at the college that are not in the recommended core curriculum developed by the THECB under Section 61.822; and
(3) dual credit courses, including courses for dual credit and college credit under Section 130.008, attempted and completed at the college.

4. DISABILITY SUPPORT SERVICES

College disability support services are provided to students attending classes at the College site or online and may include special testing arrangements, appropriate adaptive technologies, scribes, and note-taking services. The College is neither able nor required to provide the level of disability support services required by the public-school system. Therefore, a P-TECH Student requiring

disability support services may have differing levels of assistance from the School District and College. For a P-TECH Student to receive disability support services at the College, the P-TECH Student must first self-identify and make a request for accommodations due to disability and complete, or have completed, the College's request for disability services form. The P-TECH Student, P-TECH Counselor or designee must provide documentation to support the request for disability such as a 504 plan, IEP or any other supporting documentation, for the College to consider. Should the 504 plan, IEP or any other supporting documentation not provide adequate information to determine the impact of the disability and to identify appropriate accommodations, the College Disability Support Services (DSS) office may require additional documents to provide needed clarification. The College DSS office will review said documentation and will produce one or more official College accommodation letters for the P-TECH Student. The accommodation letters will be given to the P-TECH Student and may be given to the School District P-TECH Counselor or designee, if requested. All parties agree to maintain the confidentiality, privacy, and protected status of the documents exchanged. The College DSS office will also provide the letters to the Student's respective faculty members. Accommodations required by state law or School District policy exceeding those applicable to College, if any, shall be the responsibility of School District.

5. GOVERNANCE

a. The P-TECH established under this MOU will be governed by Applicable Law. The School District shall apply to the Texas Education Agency for the establishment and continual approval of a P-TECH designation. The School District will take the lead in any reporting requirements to TEA and will serve as the fiscal agent. The College will take the lead in notifying and/or preparing prospectus documentation and accompanying request for approval for substantive changes to SACSCOC, as well as any reporting that the THECB may require.

b. A P-TECH Steering Committee will meet at least twice a year, or as mutually agreed to by both Parties to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee will make reports, at least annually, to the Parties' respective boards that provide data, highlight successes, and outline plans for improvement. The Steering Committee will consist of the Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Texas Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

c. A P-TECH Advisory Board will meet at least four times per year, or as mutually agreed by both Parties, to ensure that guidance is provided to the P-TECH. The Advisory Board members will consist of representatives from the community, economic development partners, Information Technology Cybersecurity Specialist Associate of Applied Science industry subject matter experts, respective College Faculty Chair and College Faculty Representative from the discipline, Deputy Superintendent or designee, Campus Principal, P-TECH Coordinator, P-TECH Counselor or designee, SAISD College, Career, Military Readiness Department representative, the College President or designee, the Alamo Colleges District Vice Chancellor for Academic Success or designee, the Alamo Colleges District Director of High School Programs, the College Coordinator of High School Programs, the College Dual Credit Liaison, and other appropriate personnel as identified by both Parties. The TEA designation Blueprint document for Pathways in Technology Early College High Schools, under Benchmark 3, requires that both the College and the School District produce and publish meeting minutes and agendas on the P-TECH web site. The notes must contain action items and a log of the decisions made by this committee. The Advisory Board will review resource acquisition, curriculum development, work-based learning and student/community outreach to ensure a successful academic and career pipeline. A subset of the Committee may meet more often to satisfy the organizational needs of the P-TECH.

d. The P-TECH Staff will include a Principal / P-TECH Director with scheduling, hiring, and budget autonomy, a counselor, support staff, teachers, and any other School District staff assigned to the Program as determined by the School District. Any school nurse and security personnel, as the School District may determine to be required for its students, are the responsibility of the School District. The School District, in collaboration with the College, will provide appropriate Disabled Student Support Services as stated in Section 2 – Applicable Law and Section 4 - Disability Support Services herein. The staff will be comparable, based on enrollment, to other high schools within the School District. In the process of hiring, the College will provide a representative to participate on the search committee of the P-TECH Principal / P-TECH Director. The College will provide a College Coordinator of High School Programs who will interact directly and frequently with P-TECH staff and administrators.

6. MARKETING AND CO-BRANDING

a. Partnership Recognition. Marketing materials should acknowledge the partnership between the school district and the Alamo Colleges District. The preferred language is XYZ P-TECH, "at", or "with", or "in partnership with" "College name – Alamo Colleges District." At minimum, the official name must include that of the specifically accredited individual college to assure compliance with SACSCOC accreditation standards. The official name must also include the name Alamo Colleges District to assure compliance with the Alamo Colleges District brand standards. The Parties agree that the official name of the P-TECH shall be the Cyber P-TECH USA at Sam Houston High School with St. Philip's College – Alamo Colleges District. The official name of the P-TECH shall be used, at minimum, in the letterhead of the P-TECH, the business card of its Principal / P-TECH Director, all of its press releases, any references to the P-TECH in ISD announcements (including graduations) or board minutes, at least one sign affixed to its building, and any other campus signage referencing the P-TECH.

b. Official Logo for P-TECH. Permissible logos and brand standards to co-brand will be jointly developed by the Alamo Colleges District and the School District. However, there will be a minimum requirement that such logos must contain the logo of the participating College, consisting of the stylized image of The Alamo in the College-specific color above the full College name, with "Alamo Colleges District", adhering to Alamo Colleges District branding standards.

c. Brand Standards. The Parties agree to abide by any brand standards and approval process defined by each party.

d. Media and Press. The College and School District hereby agree that each may issue a press release or releases related to this MOU. These may be developed collaboratively or individually, but each party shall pre-review its own releases with the other party.

e. Secondary Partners. The College acknowledges that a School District may partner with multiple partners in a P-TECH venture. However, because the designation of the P-TECH from the Texas Education Agency (TEA) is dependent upon the partnership and participation of the College alone, the College is considered the sole partner, and as such, any names, logos, and references to/of secondary partners should not be included in the official/legal name of the P-TECH or the official logo of the P-TECH.

f. Intellectual Property. Each party retains ownership of its intellectual property, such as trademarks and copyrights, but grants a license to the other party to use its logos and slogans for the purposes of promoting awareness of the P-TECH partnership or model throughout the community. Any material misuse by either party of the intellectual property of a party to this MOU shall be resolved by negotiations between the Parties, but if not so resolved shall be grounds for, without limitation, termination of the MOU by the aggrieved party.

7. COMMUNICATIONS

a. To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, as well as those listed in the goals outlined in House Bill 1638 ("HB1638") passed during the 85th Texas Legislative Session, Regular Session, and codified in the Texas Education Code, Section 28.009 (b-1) and (b-2), the College and the P-TECH will ensure that documentation summarizing collaboration and outreach efforts of College, P-TECH and business partners will be readily available and posted.

b. Once fully executed, this Memorandum of Understanding (MOU) will be posted to the P-TECH and College websites.

c. Metrics required by Statewide Goals for Dual Credit will be posted on both the P-TECH and the College web sites.

    i. Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.

ii. Analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.
iii. Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.
iv. Analysis of performance in subsequent course work.

d. To adhere to the requirements set forth by legislative bills passed during the 86th Texas Legislative Session, Parties shall follow the reporting guidelines herein under Section 2 – Applicable Law.

8. PARENT INVOLVEMENT AND OUTREACH

a. The School District will take the lead on parent involvement and outreach efforts to ensure parents understand the P-TECH concept that students are earning college credits which may have long-term ramifications on their college careers and federal financial aid eligibility. High-level behavior and academic standards are expected of P-TECH Students and parents are expected to be involved in the program. The Parties may agree that College representatives may be involved in recruitment events.

b. School District personnel, counselors, and administrators will be responsible for all communication with parents. The P-TECH will communicate to the parents of P-TECH Students that any questions or concerns from parents should be directed to the P-TECH Principal / P-TECH Director or Counselor. The College personnel will not be expected to communicate with parents.

c. FERPA is a federal law designed to protect the privacy of educational records, to establish the right of students to inspect and review their educational records and to provide guidelines for the correction of inaccurate and misleading data through informal and formal hearings.

d. FERPA allows the release of certain student record information without specific consent under certain conditions, but does not require it. If required, general disclosures are made, one such exception is called "directory information." Items that may be released are called directory information. The Alamo Colleges District has classified these items as directory information: student's name, dates of attendance, major, classification, enrollment status (full-time or part-time), previous institution(s) attended, degree(s) awarded, academic honors/awards.

e. College staff are prohibited from discussing or disclosing any information specific to students' grades, conduct or other related matters with individuals other than the student or staff in the P-TECH. The P-TECH Student must submit a FERPA Consent Form to the College's Admissions and Records Department to authorize the College, by signature, to discuss the P-TECH Student's record information, including grades, conduct or other related matters.

f. An electronic version of the FERPA Consent Form may be obtained at: https://www.alamo.edu/siteassets/sac/about-sac/compliance/ferpa_consent_form.pdf

g. The P-TECH will provide parents with information on services that are available by the College Disability Support Services. Services vary from those required by and provided by the P-TECH.

9. BUILDING A COLLEGE CULTURE

The School District, in collaboration with the College, will establish a learning community that blends high school and college, instilling a college-going culture among the participating students.

a. The 86th Texas Legislative Session passed SB 1324 stating that a student enrolled in dual credit courses shall file a degree plan with the College at the end of the second regular semester or term, immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours for dual credit courses successfully completed by the student.

b. A four-year crosswalk will be developed to demonstrate students' progress toward their selected plan of study, including alignment of high school and college level courses. The selected plan of study will outline the required courses toward applicable certificate programs, associate degrees, or a baccalaureate degree. The P-TECH Student and College Advisor will meet and design a degree plan that will be submitted into the College's system of record.

c. The P-TECH Students will gain college-readiness skills through a program identified by the School District. The College may provide the School District resources during the regular school schedule to support college-readiness preparation.

d. The P-TECH Student will participate in dual credit courses receiving both high school and college credit.

e. The P-TECH Students will have the same access to student services and facilities as regular college students, including but not limited to the use of academic and support facilities including the library, computer labs, study rooms, student services, bookstore, and food services. A College identification card is required for specific services, so students should carry their identification card at all times. It is recognized that P-TECH Students may gain access on the College campus to the unrestricted internet access afforded to our non-dual credit College students. See Student Safety section herein.

10. RECRUITMENT

The School District, through the P-TECH, will recruit 8th graders annually for the incoming 9th grade class.

a. The recruitment process may include:

i. The establishment of a recruitment website or link at School District's website that will provide recruitment and admission information;

ii. A presentation of recruitment/admission materials made to all 8th grade students;

iii. Meetings with middle school counselors, as applicable, to discuss the P-TECH and answer questions;

iv. Student/parent meetings are held at middle school campuses so the P-TECH can explain the opportunities and commitment required of P-TECH Students, as well as possible consequences that a student may experience as a result of course withdraws, failures, retaking courses and taking excess hours beyond their degree or program requirements.

v. Development of recruitment and admission information presented in both English and Spanish.

vi. The selection process will include an information meeting with the student and parent(s) to explain the expectations required for success.

vii. The College will require all P-TECH Students to submit a Student/Parent Consent form upon entry into the program. The P-TECH shall have each student and a parent sign the consent form defining the requirements and expectations of the P-TECH program. The P-TECH will maintain all consent forms documents and provide an electronic copy of said to the College.

viii. To adhere to the requirements set forth by HB1638, the College and the P-TECH will implement purposeful outreach efforts to inform all students and parents of the costs and benefits of Dual Credit programming.

b. The P-TECH plans to add a cohort appropriate for the school's capacity, but not to exceed 150 students in grade 9 on a yearly basis, with a maximum enrollment not to exceed 900 students in grades 9-14. Any increase to these maximums must be mutually agreed upon by the College and the P-TECH following consideration of all financial and other resource requirements. Any changes to the incoming cohort maximum must be agreed upon in writing and documented through a mutually signed Addendum to this MOU. Students may not be added to any cohort following enrollment in the first semester of the 10th grade, unless the College and School District specifically agree in writing to an exception in unusual, extraordinary or unexpected cases. All exceptions will be documented and maintained by the College. Should a P-TECH Student request to take courses outside the prescribed degree plan, the student will be responsible for all the associated expenses related to the said courses. These courses may only be taken during the summer term.

c. P-TECH Students will participate in college placement testing and a transitional bridge program preceding their freshmen year.

d. The School District and College will establish a set of expectations in students' 4-Year High School / College plan of study and necessary support systems to ensure that students demonstrate college-readiness by meeting the new version of the Texas Success Initiative (TSIA2) placement score requirements and course pre-requisites one semester prior to the prescribed sequence detailed in the plan of study.

e. Regarding student transfers into the P-TECH, after the beginning of Grade 9, below are considerations that the College and the P-TECH will ensure:

   i. The P-TECH will allow student transfers, with mutual consent between the P-TECH and the College.
   ii. The College and the P-TECH will review the individual situations, taking into consideration that the transfer student demonstrates college-level readiness in reading and writing, and is able to satisfy the requirements in the prescribed degree plan.
   iii. Generally, students may not transfer later than the first semester of the 10th grade in order to satisfy all degree requirements in the time remaining in their high school tenure.

f. P-TECH Students must meet the TSIA2 course and degree plan requirements and abide by the College's placement scores, policies, and prerequisite requirements.

g. The P-TECH is responsible for ensuring that all P-TECH Students have up-to-date Bacterial Meningitis documents on file in their student records throughout time they participate in the P-TECH. The P-TECH will safeguard all vaccination documents and provide an electronic copy of said to the College upon request.

h. P-TECH Students seeking a Bacterial Meningitis vaccination waiver may generate, print and submit the Conscientious Exemption Affidavit electronically by accessing: https://corequestjc.dshs.texas.gov.

i. The P-TECH enrollment team will include, at a minimum, the School District P-TECH Principal / P-TECH Director, P-TECH counselor, teachers and a college representative as requested by the P-TECH to participate.

11. CURRICULUM

a. The P-TECH shall administer the TSIA2 college placement exam to all prospective students no later than the fall of the 9th grade year, abiding by the rules set forth by the College Board. Students must attain TSIA2 scores aligned with the courses in their selected program of study to ensure appropriate college level placement, no later than the spring of the 10th grade year, to assess college readiness, design individual instructional plans, and enable students to begin college courses based on their performance.

b. The P-TECH shall implement a plan for TSIA2 success, including academic preparation classes for accepted students and academic interventions for students who do not pass

TSIA2, which interventions shall occur before retesting. The P-TECH shall make any TEA required TSIA2 reports regarding the number of students who have currently passed each section of the TSIA2, including a breakdown of TSIA2 data for subpopulations of targeted students. The P-TECH will share the report with the College Coordinator of High School Programs or College Designee.

c. The School District will share the results from TSIA2 administered via ISD/College Board-approved-test-sites and submit to the College in the required technical format that facilitates official delivery/receipt. The TSIA2 scores will be electronically uploaded into the College's official system of record. The College agrees to adhere to the confidentiality requirements set forth by FERPA. The College will use students' TSIA2 assessment score data exclusively for official College business.

d. The primary emphasis on the P-TECH degree plan is on the program requirements for the Associate of Arts. Some Colleges may offer students the option to earn college-level credit toward Certificates that are aligned with an AAS degree. By December 1st, the P-TECH will select a defined plan of study for its freshmen cohort that students must follow in the prescribed sequence. The courses will be evaluated and approved through the official College curriculum approval process and shall be taught at the College level.

e. The School District and College will develop either a two-year or four-year course of study plan (grades 9-12) that meets the requirements of Applicable Law, provides a seamless transition for students from grade level to grade level, allows students to transition from a majority of high school classes in grades 9 and 10 to a gradual integration to college-level classes during latter years in their high school tenure, and represents high levels of rigor, acceleration, and support. The College Academic Discipline Chairs or Faculty Liaison, along with the Principal / P-TECH Director or P-TECH designee, will be responsible for working with P-TECH faculty to develop and refine a clear and coherent academic program across the two institutions for curriculum alignment. The P-TECH curriculum for dual credit courses will include principles of leadership with the same curriculum and at the same level it is included in the College's curriculum.

f. The 86th Texas Legislative Session passed SB 25, which states each institution of higher education shall develop at least one recommended course sequence for each undergraduate certificate or degree program offered by the institution. Each recommended course sequence must:
   (1) Identify all required lower-division courses for the applicable certificate or degree program;
   (2) Include for each course, if applicable:
      (A) The course number or course equivalent under the common course numbering system approved by the coordinating board under Section 61.832; and
      (B) The course equivalent in the Lower-Division Academic Course Guide Manual or its successor adopted by the coordinating board;

(3) Be designed to enable a full-time student to obtain a certificate or degree, as applicable, within:
   (A) For a 60-hour degree or certificate program, two years; or
   (B) For a 120-hour degree program, four years; and
(4) Include a specific sequence in which courses should be completed to ensure completion of the applicable program within the time frame described.

g. The Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) approved a policy statement in December 2018 that directed its institutions to ensure that course content and rigor of dual enrollment courses be comparable to that of the same courses taught to the institution's other students.

h. To adhere to the requirements set forth in the P-TECH designation Blueprint, as well as those listed in the goals outlined in HB1638, the College and the School District will maintain course agreements for each course taught at the P-TECH, regardless of instructional site. The College will provide the college course outcomes in the Course Agreement Form through the respective syllabi. The form will include the length of the course, number of credits awarded, and approved textbook(s) and/or instructional materials that will be required for P-TECH Students to use in their respective courses. The course agreement requirement for P-TECH extends to designation of academic and workforce courses for Traditional Dual Credit and P-TECH. College, School District and P-TECH shall ensure that a dual credit course and the corresponding college course offered at the P-TECH are equivalent. Academic representatives from the College will develop and publish the student learning outcomes in the course syllabus to satisfy the requirements each College course. The School District and the P-TECH will identify the corresponding Texas Essential Knowledge and Skills that align to each College course, thereby allowing students to attain dual credit from both institutions.

i. The 86th Texas Legislative Session passed HB 3650 which requires that the School District and the College to consider the use of free or low-cost open educational resources in courses offered as dual credit, for which the P-TECH program uses as part of its course offering to satisfy the prescribed courses in the degree plans.

j. The College and District will complete Course Agreements prior to the beginning of each Fall semester for each course currently offered as Dual Credit. Course Agreements will include any additional instructional requirements, any required faculty development/training, and the requirements for evaluation of teaching. The Course Agreement will be effective for three academic years unless either party requests a modification or the Course Materials change. For course sections taught at the P-TECH, the College will maintain the same Course Materials and textbook editions for Dual Credit courses taught at the high school campus for a minimum of three academic years, unless otherwise specified in the applicable Course Agreement, Course Materials edition are no longer current, Course Materials are no longer available, or Course Materials no longer

meet SLOs. The adoption of any course materials, print or electronic, after a Course Agreement is signed will require an agreed and signed addendum.

k. Course Agreements will identify those College programs requiring more frequent textbook cycles than the otherwise applicable three-year cycle.

l. P-TECH Students may have their course load reduced should they encounter unusual circumstances occurring "once in a lifetime," tragic in nature, or damaging the welfare of the student or family, which would prevent them from performing at their normal standard. A course reduction must be initiated and approved by the administrations of the College and the P-TECH. A student may not initiate the course reduction.

m. P-TECH Students who would like to enroll in an online course, whether taken during the regular term or summer terms, must obtain the P-TECH Principal / P-TECH Director's approval, as well as the designated College staff approval. Upon agreement from both the P-TECH and the College, a current course agreement must be on file as part of the process to enroll the student into the requested course.

n. Within the P-TECH framework, students may earn the *Distinguished Level of Achievement diploma with Performance Acknowledgement* within a four-year timeframe and 60 credit hours or equivalent, as prescribed by the selected plan of study, towards an Associate degree and/or Baccalaureate degree. If applicable, students may also be certified as Core Complete as denoted in the College transcript awarded by the College.

o. The College is responsible for involving teaching faculty in the process of selecting and implementing College courses. This includes ensuring that course goals and standards are understood and that the same standards of expectation and assessment are applied where College courses are offered, to include departmental exams and student learning outcomes. P-TECH Students will participate in college-level work and will be subject to material deemed college level. The School District and P-TECH are aware that the content in college level courses may contain topics intended for mature audiences or adult age groups. The College Academic Discipline Chairs and associated Deans or Vice Presidents of Academic Success will monitor the quality of instruction in order to ensure compliance with the Student Learning Outcomes (SLOs) and the standards established by Applicable Law, SACSCOC, the College, and the School District.

p. If a student fails a course, any retake will be outside the regularly scheduled academic plan and all Early Admission requirements will apply. Tuition and any applicable fees will, where the School District agrees to pay on behalf of the P-TECH Student, be invoiced to the School District as fiscal agent. Otherwise, the P-TECH Student will be treated as a student with the Early Admissions status, thereby making the P-TECH Student responsible for all corresponding tuition and fees.

q. The College will utilize various programs that are either system- or computer- based in both face-to-face and online learning environments. These resources are intended to support learning and meet the Student Learning Outcomes that comply with requirements from SACSCOC and state standards. The Parties will convene to discuss and determine all relevant system requirements for each course. The School District will ensure technology access and resources are available to the P-TECH Students so they can access the content of the required courses and resources. The School District will cooperate with the college to ensure necessary technology is available for the most robust and comparable delivery of college courses.

r. The School District shall be responsible for ensuring that high school curriculum courses will meet the requirements of the Texas Essential Knowledge and Skills (TEKS) and all other law applicable to Texas public school districts and that School District students are able to meet all high school graduation requirements, including all End of Course examinations, while earning college credit. School District will be responsible for monitoring and ensuring the quality of instruction for the exclusive high school credit courses offered by the P-TECH. The College will be responsible for developing, maintaining, and ensuring the Student Learning Outcomes (SLOs) are met and the quality of instruction for the college course(s) is rigorous.

s. To enroll in any college-level course, P-TECH Students must meet all of the regular College-course prerequisites. The College and School District will assess each student for overall readiness to engage in any college-level course, and any out-of-pocket costs of same shall be borne by the School District. Based on such assessment, the College Coordinator of High School Programs and the Principal/P-TECH Director/Counselor will determine what forms of assistance and remediation may be needed by a student in order to meet enrollment requirements for any college-level course.

t. P-TECH Students will be subject to the same academic policies and procedures as students enrolled in the College. This includes, but is not limited to, the Academic Probationary, Dismissal, Withdrawal and Grievance policies and procedures of the Alamo Colleges District. Refer to the College's catalog under the Academic Standards for specific information: https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926.

u. As part of the experiences within the course of study in the P-TECH, students will be provided with career mentors selected from the business partners or other industry applicable businesses.

v. The P-TECH, College and selected business partners of the P-TECH will create 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.

w. The selected degree plan for the P-TECH with the College is the Associate of Arts degree(s). See degree plan(s) in Exhibit B. Courses and their respective pre-requisites are accessible on the College's eCatalog website.

x. Courses taught to fulfill all credentials listed in this agreement must adhere to the number of required contact hours. Deviation from the traditional sixteen (16) week part of term must be reviewed and approved by the designated College staff to ensure that the required number of contact hours are met.

y. The P-TECH, in partnership with the business partners of the P-TECH, will ensure that the participating students complete the required clock hours of on the job training in a single semester, as allocated per week by the College.

z. The selected degree plans for the P-TECH with the College are stackable awards from the Associate of Applied Science degree(s). See Exhibit B for the related degrees that students may attain during their tenure at the P-TECH.

aa. P-TECH Students are required to attend at least one (1) College campus event related to their degree plan.

12. ADVISING

To adhere to the requirements set forth by the TEA in the P-TECH designation Blueprint, HB1638, and the Dual Enrollment Policy Statement approved during the SACSCOC December 2018 annual meeting, and legislative bills passed during the 86th Texas Legislative Session, the College and the P-TECH will provide academic advising as listed herein.

a. The 86th Texas Legislative Session passed SB 1324, which states that a student shall file a degree plan with the college not later than:
   1. the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit courses successfully completed by the student; or
   2. if the student begins the student 's first semester or term at the college with 15 or more semester credit hours of course credit for dual credit courses successfully completed, the end of the student's second regular semester or term at the college.

b. SB 1324 further states that a student enrolled in a multidisciplinary studies associate degree program must meet with an academic advisor to complete a degree plan and account for all remaining credit hours required for the completion of the degree program. The College staff and the P-TECH Student must also account for the student's transition to a particular four-year college or university that the student chooses and preparations for the student 's intended field of study or major at the four-year college or university.

c. P-TECH Students will be provided with a college degree plan, and the corresponding high school diploma sequence of courses, that will prepare them for high-wage, high-demand, high-skill career fields.

d. The College and the P-TECH will track and measure students' progress to ensure they meet the Outcomes-Based Measures. The information will be reviewed biannually to identify students' strengths and weaknesses and develop individual instructional support plans.

e. Through the P-TECH counselor(s), each student will receive advising on the five high school endorsements. The College will provide information on AlamoINSTITUTES appropriate to the student's selected career pathway. Each student will select a high school graduation and college degree plan. Information on the AlamoINSTITUTES can be found at: https://www.alamo.edu/enroll/plan/.

f. The 86th Texas Legislative Session passed SB1276, which requires that the College establish advising strategies and terminology related to dual credit and college readiness. The College and the School District will provide the alignment of endorsements described by Texas Education Code Section 28.025(c-1) offered by the School District, and dual credit courses offered under the agreement that apply towards those endorsements, with postsecondary pathways and credentials at the institution and industry certifications.

g. The P-TECH Counselor, College Advising Staff and College Coordinator of High School Programs will assist students to register for courses that may count toward the degree at the 4-year university of choice or a degree or certificate from the College.

h. The Alamo Colleges District Transfer Advising Guides ("TAGs") are available resources to provide students with information for transfer pathways while minimizing loss of credits in transfer. Transfer Advising Guides depict a degree plan from a University in the Alamo Colleges District Transfer Compact. The Transfer Advising Guides can be found at: http://myalamocatalog.alamo.edu/content.php?catoid=214&navoid=15815. The documents delineate the courses that are offered at the Colleges of the Alamo Colleges District. They provide valuable information about special requirements or considerations for transfer. Transfer Advising Guides are intended for advising purposes only and not an exhaustive list to be applied to all academic transfer situations. While the Alamo Colleges District maintains articulation agreements with universities in the Alamo Colleges District Transfer Compact, the College, School District and P-TECH Students are highly encouraged to communicate with the intended transfer institution to minimizing loss of applicable college course credits.

13. COURSE MATERIALS

The School District will provide all required "Course Materials" including: textbooks, syllabi, course packets, and other materials needed for enrollment to classes for high school graduation credit and college-level courses to students.

The Course Agreement Form includes a course syllabus that identifies the Course Materials required for a course. Course Materials are all varieties of materials used for course instruction, including textbooks. "Instructional Materials" are a subset of materials that are defined as electronic or paper materials that will be used during a course where the School District will be invoiced by the Alamo Colleges District Business Office.

All Course Materials utilized in each course must be equivalent to those used in courses taught at the College campus. Any deviation from the approved Course Materials must be reviewed and approved by the designated College Academic Discipline Chair prior to the start of the first instructional day.

Detailed information for each College course, including the syllabus, corresponding course files and faculty information can be found at: https://alamo.campusconcourse.com/.

Instructional Materials charges are determined by the respective College discipline based on how and where the course is taught.

a. Courses taught at the P-TECH:
   i. As part of the Course Agreements, the College includes the Instructional Materials charge, if applicable, or other required materials for courses.
   ii. Instructional Materials charges are applied every semester on courses that specify the need for said charges.
   iii. The Instructional Materials selections will be maintained until the course SLOs or the content for the course changes.
   iv. Any revisions will be documented and signed by Parties in an amended Course Agreement. Revisions will be denoted by the sequential number of the revision(s) per Course Agreement.
   v. The College's Academic Departments operate on a textbook adoption cycle and should be considered at the time a course is requested.

b. Courses taught on College campus or online:
   i. The College includes the Instructional Materials charge as part of the Course Agreements.
   ii. Where a teacher cannot be identified by the College and P-TECH, the P-TECH will cancel the section and the Parties will identify a substitutable course to ensure that the cohort of students can remain on track to graduate with the selected degree plan.

c. P-TECH enrollments in regular college sections
   i. The College will follow the Guidelines for Selection of Instructional Materials for all courses. College will let P-TECH know the requirement for each course considered for P-TECH enrollments.
   ii. IM Direct are electronic materials codes required of each student and required for enrollment in the class. If the College uses IM Direct for any courses, the P-TECH must be notified at the time discussion for dual credit enrollments are underway.

iii. The College will communicate any changes in IM, including IMDirect, to the P-TECH by the second full week of April for the following fall, unless the change in course occurs after the second full week of April. In the event IM will change for the term, the College will notify the P-TECH by the first full week of September.
iv. The College and P-TECH will discuss the required IM materials before agreeing to enroll students in the college section.

d. Enrollment of P-TECH Students in regular college sections is acknowledgement of agreement to required IM.

The designee of the College High School Programs will meet with the School District or P-TECH prior to enrolling students into courses and inform the School District of any courses that will have an Instructional Materials charges attached that the School District must cover. At the time students are enrolled in a P-TECH course, the School District approves the IM requirements for the course. The School District will be invoiced for the cost of the IM Direct.

The P-TECH will use the Course Agreement Forms to determine IM. When IM requirements change for courses taught at the College, the College will notify the P-TECH and School District by the second full week of April for fall terms and by the last Friday of October for spring terms, unless the change in course occurs after said dates due to unforeseen circumstances. Enrolling students in classes is acknowledgement of required materials for a course. This affords the School District ample time to secure the required course materials and conform to their respective School District board policies. The School District will ensure that all P-TECH Students, whether enrolled in courses at the P-TECH or the College, will have the required course materials by the first instructional day.

14. FACULTY

a. All instructors teaching P-TECH courses for college credit must meet the College's academic requirements as outlined by SACSCOC Faculty Credentialing requirements, as determined by the College. All instructors teaching dual credit classes at the P-TECH must be approved as faculty by the College prior to teaching dual credit courses. The same credentialing process used by the College will apply for all dual-credit faculty as for College faculty teaching regular credit courses.

b. The Alamo Colleges District maintains policies and procedures, accessible at: https://www.alamo.edu/about-us/leadership/board-of-trustees/board-policies/. Particularly relevant are sections E, F and H.

c. When unforeseen situations arise and the instructor scheduled to teach a course for the College cannot deliver instruction through the entirety of the scheduled course, the P-TECH Principal or P-TECH Director will immediately notify the College's Office of High School Programs. The College, as per SACSCOC guidelines, must identify a credentialed instructor that can teach the remainder of the college course. An instructor that has not been credentialed and approved by the College may not serve as a substitute to teach the remainder or any portion of a college

course. If the instructor identified by the College to teach the remaining portion or any portion of the course is employed by the College, the School District will be responsible to pay the College for the time of the identified instructor.

d. The School District will provide the instructors for all high school courses at the P-TECH. Instructors teaching high school dual credit courses will be either high school teachers credentialed by the respective College Academic Discipline Chairs adhering to SACSCOC guidelines or faculty from the respective academic discipline at the College. The cost-sharing model approved by the Alamo Colleges District Board of Trustees is based on which party pays the instructor. Refer to Section 29 - Fiscal Matters herein. The School District is highly encouraged to hire teachers approved by the College as adjunct instructors to teach dual credit courses. The School District is encouraged to provide incentives to have instructors earn the college hours required for qualification and should coordinate approval of eligibility with the College.

e. The School District will provide official written notice to the College by the second Monday in April of any need for college credentialed instructors in specific academic disciplines to fulfill the P-TECH plan(s) of study. The College will then conduct a review to identify faculty from the respective academic discipline to teach at the P-TECH or assist in identifying a credentialed instructor to fill the identified need from the P-TECH. If the College identifies an instructor from their faculty or hires an instructor to fulfill the needs of the P-TECH, the School District will be invoiced as outlined in Section 29 - Fiscal Matters herein. If the College is unable to find a qualified college credentialed instructor by the second Monday in July, the Parties will convene to address the faculty concern and develop an agreeable plan. The meeting notes will address the faculty concern and provide an alternate solution that may include an alternate course with an identified and appropriately credentialed faculty to teach the course. The agreement will be acknowledged in writing by all Parties and signed copies will be provided to the College and the School District.

f. Faculty who need to request accommodations under the American's With Disabilities (ADA) Act may contact the Alamo Colleges District - Human Resources Department via email at dst-HREEO@alamo.edu.

g. Student evaluation of instruction takes place each semester and will be a part of the P-TECH faculty annual evaluation process. Performance evaluation of all dual-credit faculty will adhere to College and Academic Division protocols and schedules as it pertains to all other College adjunct faculty, per SACSCOC requirements. The performance evaluations conducted by the College are independent from those required by the Texas Education Agency.

h. P-TECH faculty teaching dual credit courses will teach using the respective course syllabus that contains the Student Learning Objectives (herein referred to as "SLOs"). P-TECH faculty must upload course syllabi onto Concourse, the College's official reporting system. As each course at each P-TECH has specific Course Agreement Forms, please refer to the individual agreements for TEKS alignment of objectives to the college SLOs.

i. Instructors' Dual Credit classes may include both P-TECH and traditional dual credit students. Dual Credit students constitute those in traditional Dual Credit or P-TECH.

j. P-TECH faculty are required to attend professional development and training outlined by the College Department Chair.

k. At the end of each semester, P-TECH faculty must submit the End of Semester Clearance report to the designated College Academic Discipline Chair by the final grades deadline.

l. To adhere to the requirements outlined in House Bill 2504 ("HB2504"), the P-TECH faculty will publish a curriculum vitae that will include post-secondary education and teaching experience on the official system of record where the course syllabus taught by said P-TECH faculty are maintained.

15. PROFESSIONAL DEVELOPMENT FOR NON-INSTRUCTIONAL HIGH SCHOOL STAFF

The School District will provide the P-TECH staff designated to providing guidance to students on courses yielding dual credit and/or enrolling students into dual credit courses with time to attend a series of workshops to be offered during the summer months *or* the regular Academic Year. The professional development workshop series will include crucial issues impacting students taking dual credit college level courses while in high school, including selecting courses leading to the student's goal, implications of taking college courses, and transferability of courses to upper level institutions for specific academic programs. The workshop will include terminology, career guidance, and resources similar to that used by the College Advisors. The intent of the sessions is for the P-TECH staff to provide structured guidance to students and their parents regarding decisions students will make that impact their college experience and accumulation of semester hours. The workshops will be delivered in a hybrid format, as some segments will be delivered in a face to face format, while other segments will be delivered online. Periodic update sessions may be required. Staff from the Colleges and the Alamo Colleges District will deliver the sessions and will work with the School District to identify the times for the sessions. The P-TECH will provide the time for personnel to complete the professional development and the College and Alamo Colleges District will provide the sessions.

16. PROFESSIONAL DEVELOPMENT FOR ADJUNCT INSTRUCTORS FROM THE P-TECH

The College and School District will provide professional development opportunities to their respective employees in accordance with their respective institutional policies. Learning and collaboration will be organized and facilitated by the P-TECH and the College designee. The College will provide professional development in critical thinking, leadership, student engagement, and other areas deemed necessary.

The School District will provide P-TECH teachers hired as adjunct instructors the necessary time to participate in professional development identified by the College. Adjunct Instructors are

required to take equivalent professional development as Instructors who teach exclusively for the College. In instances where adjunct faculty are contracted outside the hiring deadlines, the College Academic Discipline Chair will assign a faculty in the academic discipline to assist during the first college semester transition.

17. P-TECH CALENDAR

The P-TECH course schedule will be determined by the location of the course delivery, provided that the required contact hours and prerequisites are first met.

The instructional calendar for the high school portion of the P-TECH will be based on the School District calendar and comply with all related TEA regulations for school attendance. The School District will adjust its schedule as necessary to enable P-TECH Students to enroll in and attend the college-level courses provided by College. The School District and College will coordinate the testing requirements of the students to ensure students may take all required State examinations without penalty. When the P-TECH is based at the School District, it may be necessary for its students attending dual credit courses at the College to attend classes on days when the School District P-TECH facility is closed (*e.g.*, different within-term holiday closures). During days when the two institutions are out of alignment on days of operation, and students must attend classes that are in session at the College site, the School District will provide at least one staff member with administrative authority to be on call and available to be reached by the College in case of emergency. The designated P-TECH staff member will have access to student records, specifically those that include emergency contacts for P-TECH Students participating in college courses taught at the College.

All P-TECH Students are required to participate in required state, national assessments, which will be administered by the P-TECH staff. College agrees to make accommodations in course scheduling, including final exams, and attendance so that P-TECH Students are not penalized in their college credit courses for their participation in the required state, national assessments. While the College agrees to make accommodations for required state assessments, including the STAAR and End of Course Exams, all contact hour requirements must be met. For assessments not mandated by the state, the College and School District will come to a mutual agreement on administration dates in order to appropriately manage disruptions of college courses and ensure contact hour requirements.

18. ACADEMIC POLICIES

a. The academic policies of the School District and College shall apply to all students enrolled in the P-TECH as applicable.

b. P-TECH Students are expected to meet academic standards (including academic progress) for College coursework. Semester grades and grading policies shall be outlined in each instructor's course syllabus. College grades are awarded on a 4.0 scale at the College. The High School will convert the college course grades according to its grading procedures. P-TECH Students will be informed by the instructor of academic progress/grade status at the third week and at mid-semester. Students struggling to maintain a passing grade will be provided with options

by their corresponding faculty and be advised by their College advisor or the P-TECH counselor to withdraw from the College course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the College course does not result in a withdrawal from the high school course. The P-TECH personnel are responsible for advising P-TECH Students concerning academic progress in high school and college courses. The P-TECH staff and the College designee are responsible for advising and monitoring these actions.

c. Students who begin any semester term in Good Academic Standing, but fail to maintain a cumulative institution GPA of 2.0 or higher are placed on Academic Probation. Notification of probationary status is communicated electronically through students' ACES email addresses. Academic Probation status is cleared when students earn both term and cumulative 2.0 institution GPA and return to Good Academic Standing. Students who fail to earn a minimum term institution GPA of a 2.0 while on Academic Probation (cumulative institution GPA remains below 2.0) will be placed on Academic Dismissal. The College Catalog provides details on the Academic Standing Policy. Academic policies are accessible on the College's eCatalog website at https://myspccatalog.alamo.edu/content.php?catoid=173&navoid=10926.

d. Students taking courses for dual credit must be enrolled in courses coded as "Dual Credit" in the P-TECH' student information system.

e. The College, in fulfillment of SACSCOC requirements, will develop the off-site notification and substantive change notification letter and submit to SACSCOC upon notice that the P-TECH has received its designation from the TEA. Subsequently, the College will begin the process of creating the corresponding prospectus to outline the degree requirements that the P-TECH will pursue. The School District and P-TECH will assist the College by providing relevant information supporting the SACSCOC processes, including, but not limited to, information on the campus facilities, computer lab descriptions, square footage of facility, a list of faculty teaching dual credit courses, and relevant courses taught to fulfill the requirements toward the selected degree plans for the P-TECH.

19. STUDENT SAFETY

The Parties agree that when a P-TECH Student expresses to any College employee a suicidal intention or a threat of physical harm to others, the College will follow the protocols listed in the Strategies of Behavioral Intervention (SOBI). SOBI resources can be found at: https://www.alamo.edu/about-us/compliance/strategies-of-behavioral-intervention---sobi/. The SOBI will be modified to include specific information addressing P-TECH Students prior to the effective date of this MOU.

When on the College campus, P-TECH Students will follow the policies and procedures of the College to ensure the safety and well-being of the fellow classmates, faculty, staff and visitors. The Colleges will develop standard protocols for various emergency situations.

To ensure safety precautions, the College enrolls all students, faculty and staff, including P-TECH Students, into the Alamo Colleges District Alamo Alert system. These messages are sent to all groups mentioned via the College email, robocalls and text messages to the telephones listed

in the Alamo Alert system. For additional information regarding the Alamo Alert system, visit: https://www.alamo.edu/about-us/our-district/contact-us/emergency/alamo-alert/.

Alamo Colleges District is subject to legislation requiring it to allow licensees to carry concealed handguns on its campuses effective August 1, 2017, and P-TECH Students will potentially encounter license holders availing themselves of this privilege. Any notice of these facts to parents of P-TECH Students will be the responsibility of School District. For additional information regarding Campus Carry, visit: https://www.alamo.edu/about-us/compliance/campus-carry.

P-TECH Students traveling for College events will be required to sign an Alamo Colleges District General Participation Release as a condition of participation as are all students from each of the Colleges of the Alamo Colleges District.

20. STUDENT ATTENDANCE POLICIES

P-TECH Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by Applicable Law, or when related to state-mandated assessment days) shall be avoided. For additional information on the College attendance policies, please refer to the College's Course Catalog at https://myspccatalog.alamo.edu/content.php?catoid=197&navoid=13012#Attendance. P-TECH Students will adhere to School District attendance policies as well as those from the College.

21. STUDENT CONDUCT

P-TECH Students are required to adhere to School District and College policies, procedures, and regulations regarding facilities and equipment usage and both School District and College codes of student conduct as well as the Alamo Colleges District Student Responsibility for Success Policy. All disciplinary action, including suspension and dismissal from P-TECH, shall be in conformity with the Codes of student conduct of the Parties. All P-TECH Students will be provided access to the Alamo Colleges District eCatalog, Student Code of Conduct, Student Handbook, and Title IX / Clery Act materials in the same manner as all other students enrolled in the College. For additional information on the College student conduct policies, please refer to the College's Course Catalog at https://myspccatalog.alamo.edu/content.php?catoid=175&navoid=10909. In the event of a conflict between the policies of School District and College, the Parties will collaborate to resolve any conflict. The School District and the College will inform one other of complaints against a P-TECH Student. The party which receives a complaint of non-academic misconduct may investigate the complaint and reach a decision on responsibility for violations of the applicable student code of conduct but must notify the other party of sanctions before they are issued. Students who are in violation of policies and codes of conduct will, where appropriate, return to the School District's high school, if any, and will not be allowed to return to the P-TECH on the college campus. The Parties will cooperate fully with each other in any investigation involving student misconduct or conduct that threatens or potentially threatens the safety of others and the college campus, including the P-TECH buildings. The Parties will cooperate fully with each other as necessary in all matters pertaining to complaints, grievances and appeals regarding student conduct issues. The definition of "cooperation" includes providing access to students or other persons who may be witnesses or persons with knowledge of relevant facts,

including location of event. P-TECH Students may be sanctioned the same as other College students and may be subject to exclusion from the college campus and college properties.

The Alamo Colleges District board policy F.4.5 states that Students who violate federal or state statutes, the Student Code of Conduct, College District policy, or other applicable requirements related to alcohol and drug use shall be subject to appropriate disciplinary action. Such disciplinary action may include referral to drug and alcohol counseling or rehabilitation programs or student assistance programs, suspension, expulsion, and referral to appropriate law enforcement officials for prosecution.

22. STUDENT SUPPORT SERVICES

Both Parties will identify and collaborate on measures to assist those students who may not be performing satisfactorily to succeed. The School District will assign a specific counselor or counselors to its P-TECH who will provide academic guidance support to the P-TECH Students. The P-TECH will seek guidance from the College designee(s) in the areas of test preparation, tutoring, College Connection services, academic advising, and the development of an integrated support system for P-TECH Students across the two institutions. Students will have access to the same or similar tutoring and other academic support as provided for other students in the School District and College. To promote academic success, the Parties will provide academic support services as may be needed. The P-TECH counselor and P-TECH designee will work to ensure P-TECH Students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees. As needed, each Party will assist families as they complete initial application and admission requirements per the respective organizations' processes. The School District will be responsible for non-academic counseling services and the College is authorized, but not required, to provide emergency counseling intervention services. See section 4 – Disability Support Services.

23. EXTRACURRICULAR ACTIVITIES AND STUDENT ENGAGEMENT ACTIVITIES

a. The School District may allow students to participate in high school activities as long as participation does not interfere with academic requirements of the P-TECH.

b. To reinforce the college-going culture, students may participate in age-appropriate activities on the College campus, such as clubs and organizations, theater performances, student activities and other such activities, so long as participation does not interfere with the academic requirements of the P-TECH. P-TECH Students may be assigned to off-site academic course assignments which would require the P-TECH Student to travel to satisfy course objectives that could include, without limitation, museum visits or job-site internships. P-TECH Students engaging in any College-related, off-site travel must be transported by a parent, guardian, parent/guardian written designee, or School District-sponsored travel arrangement; transportation by College, its employees or its non-P-TECH Students is prohibited.

24. STUDENT DATA SHARING

Parties agree to share student data for P-TECH 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 P-TECH. Each Party shall also promptly notify the other of any onsite or offsite behaviors of P-TECH Students known to the Party which threaten or cause harm to others, including, without limitation, violence, threats, weapons, sexual assault, sexual contact of minors, and Title IX complaints.

Parties agree to adhere to the confidentiality requirements set forth by FERPA and will encrypt the student data before it is transmitted electronically. As Parties are held to FERPA guidelines, each is entitled to student information from students that are shared under the condition of being school officials with legitimate educational interest and as appropriate officials in cases of health and safety emergencies. Notwithstanding the foregoing, P-TECH shall coordinate signature of and collect the High School Programs Student/Parent Consent Form during the student on-boarding process.

The School District will transmit the student data to a secure location mutually agreed upon by both Parties. The College will retrieve and delete the student data from the secure location so as not to expose any sensitive student information. The student data retrieved from the School District will be entered into the Banner, the College's system of record, and used exclusively for official business pertaining to all applicable areas of High School Programs.

25. STUDENT RECORDS

In accordance with Applicable Law, School District will maintain student records pertaining to P-TECH and provide College copies of the letter grades, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data necessary and advisable for College to perform its obligations under this MOU. Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal FERPA. Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of P-TECH Students with respect to educational records, and shall protect student education records against accidental or deliberate re-disclosure to unauthorized persons.

26. TRANSCRIPTION OF COLLEGE CREDIT

St. Philip's College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate degrees and certificates degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call (404) 679-4500 for questions about the accreditation of St. Philip's College.

College credit for each P-TECH Student appears on the College transcript as students complete each college course. Transcription of college credit is the responsibility of the College and transcription of high school credit is the responsibility of the School District. The School District determines how the college grades will be recorded in the high school transcript for GPA and

ranking purposes. The School District, through the P-TECH staff, will ensure that parents are aware and knowledgeable of this and other procedures regarding transcription of grades. See policies procedure F.4.1.1 in https://www.alamo.edu/experience-the-alamo-colleges/current-students/transcripts-and-records/.

27. CIVIL RIGHTS UNDER ALAMO COLLEGES DISTRICT POLICIES

The Alamo Colleges District Policy and Procedure on Civil Rights prohibits discrimination, harassment, and retaliation in violation of several statutes, including but not limited to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. In particular, Section 504 prohibits discrimination and the denial of benefits or participation in any program or activity receiving federal financial assistance on the basis of disability. The protection extends to employees and students. Title IX provides that no person shall on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal assistance. Title IX prohibits discrimination based on sex (gender) of employees and students at educational institutions receiving federal financial assistance. "Sex" and gender discrimination under Title IX includes gender discrimination, cover sexual harassment and sexual assaults and violence occurring on campus. For more information, visit https://www.alamo.edu/spc/about-spc/compliance/alamocares-title-ix/.

The Alamo Colleges District does not tolerate discrimination, harassment, or retaliation on the basis of any protected criteria, including gender or disability. To ensure compliance with the Civil Rights Policy and Procedure on Civil Rights Discrimination, Harassment, and Retaliation, the Alamo Colleges District have designated a Title IX/VII/ADA/504 Coordinator to coordinate the investigation and resolution District-wide of complaints under the Civil Rights Policy and Procedure. All civil rights complaints should be reported or routed to the District Title IX/Title VII/ADA/504 Coordinator for handling and processing. At all times, the Coordinator and the school district will keep each other informed of complaints raised against each other. If the complaint involves a student as the accused or accuser, the Parties will agree on which party will undertake the investigation.

All P-TECH Students will have access to AlamoCARES, a prevention, education and support program regarding dating violence, domestic violence, sexual assault, and stalking. Within the AlamoCARES site, students will find information on rights granted by Title IX and other federal statutes and resources to help educate and assist them when dealing with gender or disability discrimination, retaliation, and sexual harassment and violence. For more information, visit: https://www.alamo.edu/about-us/compliance/title-ix/.

28. PROGRAM EVALUATION

The School District and the College will develop a plan for the evaluation of the P-TECH program to be completed each year. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, GPA of high-school-credit-only courses and college courses, satisfactory progress in college courses, state assessment results, SAT/ACT, as applicable, TSIA2 readiness by grade level, qualifications of P-TECH staff, location(s) where courses are taught, and

adequate progress toward the college-readiness of the students in the program. The School District commits to collecting longitudinal data as specified by the College, and making data and performance outcomes available to the College upon request. TEA's designation Blueprint, HB 1638 and SACSCOC require the collection of data points to be longitudinally captured by the School District, in collaboration with the College, will include, at minimum: student enrollment, GPA, retention, persistence, completion, transfer and scholarships. School District will provide parent contact and demographic information to the College upon request for targeted marketing of degree completion or workforce development information to parents of P-TECH Students. School District agrees to obtain valid FERPA releases drafted to support the supply of such data if deemed required by counsel to either School District or the College. The College conducts and reports regular and ongoing evaluations of the P-TECH program effectiveness and uses the results for continuous improvement.

29. FISCAL MATTERS

a. Where P-TECH is located on the College property, any commitment of College facilities for P-TECH purposes and the associated costs will be borne by School District and addressed by separate agreement(s) of the Parties.

b. The School District will provide P-TECH Students with all required course materials (textbooks and electronic materials) for all courses taken. The School District will be responsible for procuring all required textbooks and will be invoiced for applicable Instructional Materials charges embedded in courses requiring electronic materials.

c. The School District will act as the fiscal agent for purposes of this MOU, including student fees. Based on School District policies, the School District may recover fees incurred by students.

d. Any transportation and food services will be provided by the School District.

e. All personal fines, late fees, parking tickets, etc. incurred by student at the College are the student's individual responsibility.

f. High school teachers delivering dual credit courses may teach students enrolled in P-TECH and Traditional Dual Credit in the same course section. However, Alamo Colleges District will only pay dual credit stipends for dual credit courses with 15 dual credit students or more in each course section. Dual Credit students constitute those in traditional Dual Credit or P-TECH.

g. The Cost-Sharing Model was implemented beginning with the 2017-18 Academic Year. Following the model of who primarily funds the cost of the Dual Credit Instructor, the Alamo Colleges District will either pay a stipend to the School District or the School District will pay the Alamo Colleges District the appropriate amount listed below. The College will verify all enrollments as of census date.

i. Where the School District contracts the instructor to teach college courses, the Alamo Colleges District will pay $600 for each course section that contains at least 15 students. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office to provide the appropriate payment to be paid the first full week of December for the Fall semester and the first full week of May for the Spring semester.

ii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals less than 80% of the total student enrollment of the said course, the School District will pay $100 per student to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

iii. Where the College contracts the college instructor to teach a course section and the student enrollment in each specific course section totals to 80% or greater of the total student enrollment of the said course, the School District will pay $2,800 per course to the Alamo Colleges District. The official student enrollment count will be taken on the course sections' census date. The Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

iv. Where P-TECH Students are required to use Course Materials as part of the prescribed courses in their degree plan, as referenced in Section 13 – Course Materials, the Alamo Colleges District Business Office will communicate with the School District Business Office and provide an invoice by mid-January for the Fall semester and the first full week in May for the Spring semester. Each of these invoices are to be paid net 45 days from the date of the invoice.

h. School District's failure to meet its payment responsibilities as fiscal agent regarding a student will result in College's refusal of enrollment of the School District for the next Academic Year after determination of payment default.

30. EQUAL EMPLOYMENT OPPORUNITY

The Alamo Colleges District is committed to providing equal employment and educational opportunities for all qualified persons without regard to any protected status, including, without limitation, race, color, religion, gender, national origin, age, veteran status, genetic information, sexual orientation, limited English proficiency, economic status or disability. The Alamo Colleges District and the College are committed to hiring the best-qualified person to fill each available position and reward each employee based on his or her job performance. All personnel and academic actions are administered without regard to protected status. Inquiries or complaints

concerning these matters should be brought to the attention of: Title IX Coordinator, (210) 485-0200. Address: Human Resources Department, 2222 N Alamo St, San Antonio TX 78215.

31. TERMINATION OF THE MOU

Either party may terminate this MOU through written notice to the other party given not later than the last day in December and to be effective for the ensuing academic fall semester. In the event of termination, the Steering Committee will prepare an agreeable plan of dissolution in accordance with all Applicable Laws to be submitted and approved by the Leadership Council. In the event of termination and notwithstanding the foregoing, the 11th and 12th grades will continue operation through scheduled graduation. The 9th and 10th grades will return to the home high school.

32. TRANSPORTATION

The School District will provide for such student transportation as may be required to and from the College as required under State law, and for any P-TECH field trips, each pursuant to applicable School District rules and procedures.

33. STUDENT DIRECTORY INFORMATION

Upon enrolling in the P-TECH, each student's directory information (defined by the College, pursuant to FERPA) will become part of the College's student directory information as that term is defined by FERPA, and each student's directory information will remain subject to the Texas Public Information Act.

34. FOOD SERVICES

The School District will provide for all student meals as required by State and Federal law and School District rules and procedures. P-TECH Students may purchase food from College food service facilities when on the College campus.

35. ENTIRE AGREEMENT

This MOU supersedes all prior agreements, written or oral, between College and School District and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions may not be waived, modified, amended or altered except by a subsequent writing signed by authorized representatives for each respective Party. Services Agreements may be entered into by College and School District in order to address more specific logistical concerns. Notwithstanding anything appearing in such Service Agreements, in case of any conflict with this MOU, the terms of this MOU shall prevail.

36. NO WAIVER OF IMMUNITY

Neither College nor School District waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this MOU and the performance of the covenants contained herein.

37. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

38. SEVERABILITY

In the event any provision of this MOU shall be found invalid, void and/or unenforceable, for any reason, neither this MOU generally nor the remainder of this MOU shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the Parties as set forth in this MOU; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this MOU shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

39. NOTICE

Any notice required by or permitted under this MOU must be made in writing. Any notice required by this MOU will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, U.S. certified or registered mail, return receipt requested, and addressed to the intended recipient at the address shown in the signature block of each party below. Any address for notice may be changed by written notice delivered as provided herein. Such addresses may be changed or additional addresses added from time to time by written notice of such change given in accordance with this section.

Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt.

School District:
San Antonio Independent School District
ATTN: Superintendent of Schools
141 Lavaca St.
San Antonio, TX 78220
pmartinez1@saisd.net

College:
St. Philip's College
ATTN: College President
1801 Martin Luther King Dr.
San Antonio, Texas 78203
aloston@alamo.edu

Alamo Colleges District:
Alamo Community College District
ATTN: Chancellor
2222 N. Alamo St.
San Antonio, TX 78215
DST-Chancellor@alamo.edu

Alamo Community College District
ATTN: General Counsel
2222 N. Alamo St.
San Antonio, TX 78215
DST-Legal@alamo.edu

40. NON-APPROPRIATION

The Parties hereto acknowledge that College and District are governmental entities subject to certain budgetary constraints and agree that, in the event funding for the provision of services of performance hereunder by either College or District is not appropriated or provided for in the budget for its next fiscal year, College and District may immediately terminate this MOU without penalty and its duties hereunder shall cease to exist.

41. NO-THIRD PARTY BENEFICIARY

This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this MOU.

42. HEADINGS

The description headings used in this MOU are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this MOU.

43. RELATIONSHIP

The relationship of the District and College shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of Principal / P-TECH Director and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Intending to be bound, the Parties sign below.

SERVICING COLLEGE / ALAMO COLLEGES DISTRICT

By: _____ _____
Dr. Adena Williams Loston, President Date
St. Philip's College

Approved As To Form Only By Patricia Meurin
With Permission From Ross Laughead

Pat Meurin Digitally signed by Pat Meurin
Date: 2020.12.15 18:42:56
-08'00'

By: _____ _____
Dr. Mike Flores, Chancellor Date

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Mr. Pedro Martinez, Superintendent Date

Attachments:

Exhibit A: Alamo Colleges District Principles on Dual Credit & Early College Partnerships

EXHIBIT A

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships

The Alamo Colleges District Principles on Dual Credit & Early College Partnerships are founded on a belief that today's education challenges are so complex and inter-connected, they can only be tackled by secondary and post-secondary education working together. Our Principles are designed to be the framework for how we will collaboratively approach our academic and community partnerships, and are aligned with the Alamo Colleges District's Educational Philosophy, the Alamo Way, a Board Policy that serves as our framework for increased employee & student performance, and greater organizational efficiency, effectiveness, & leadership.

Partnerships

1. Partners will increase Early College opportunities for high school students through collaboration;
2. Partners will increase the community's college-going culture through co-branding and communication about Early College opportunities;

Student Success

1. Partners will strive to have all high school students college-ready at graduation through collaboration to provide assessment and on-going college preparatory support;
2. Partners will work collaboratively to close the higher education achievement gap among at-risk, minority, and economically-disadvantaged students;
3. Partners will embed principle-centered leadership competencies in Early College programs and their management;
4. Partners will align the partnership with overarching organizational performance and management goals to ensure academic rigor and fiscal-sustainability;
5. Partners will work collaboratively to reduce the need for developmental education by First Time in College Students (FTIC);

Collective Impact

1. Partners will align Early College expansion efforts with other community-led planning and education reform efforts to promote collective impact;
2. Partners will proactively scale-up successful Early College initiatives to achieve wider impact of benefits and economies of scale;
3. Partners will work with Texas public four-year institutions of higher education to create seamless transfer pathways for students in Early College programs;
4. Partners will expand the partnership where appropriate, to include community organizations and the business community;

Policy Advocacy

1. Partners will advocate for local and state policy that is friendly to innovating and expanding Dual Credit & other Early College programs to provide more opportunities for students.

EXHIBIT B

CROSSWALKS OUTLINING HIGH SCHOOL AND COLLEGE COURSES

FOR SELECTED DEGREE PLANS

Participating ISD:	San Antonio ISD				Six Year Program of Study			Participating College:	St. Philip's College			
Participating HS:	Cyber PTECH @ Sam Houston High School				Foundation High School Program with a Distinguished Level of Performance			Certifications:	Information Technology Cybersecurity Specialist Level I Certificate			
Endorsement:	Business and Industry: Information Technology				Beginning 2019-2020			AAS Degree	Information Technology Cybersecurity Specialist, A.A.S			
	High School/Secondary								College			
Periods	9th		10th		11th		12th		Year 5		Year 6	
	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring
1	English I (Pre-AP Eng I)	English I (Pre-AP Eng I)	English II (Pre-AP Eng II)	English II (Pre AP Eng II)	English III (AP Eng Lang III) or English 1301	English III (AP Eng Lang III) or English 1302	English IV English 1301	English IV English 1302	Extended College years for program completion as needed		Extended College years for program completion as needed	
2	AP Human Geography	AP Human Geography	World History (AP World History)	World History (AP World History	US History (AP US History)	US History (AP US History	Economics	US Gov. AP				
3	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry Or Algebra II	Algebra II/ Pre-AP Calculus or Math 1314	Algebra II/ Pre-AP Calculus or Math1314	Calculus AP, AB or Math 1314	Calculus AP, AB or Math 1314				
4	Biology (Pre-AP Bio)	Biology (Pre-AP Bio)	Chemistry (Pre-AP Chem)	Chemistry (Pre-AP Chem)	Physics	Physics	AP Biology or Chembridge	AP Biology or Chembridge				
5	PE/ Elective	PE/ Elective	Elective	Elective	Elective	Elective	Elective	Com APP SPCH 1321				
6	AVID	AVID	Fine Art	Fine Art	Psychology (AP Psychology) General PSYC 2301	Psychology (AP Psychology) General PSYC 2301	Elective	Elective				
7	Foreign Language	Foreign Language	7714 Comp Tech ITNW 1425	7714 Comp Tech ITNW 2412	7720 Networking ITNW 1413	7720 Networking ITNW 2405	7721 Prac IT ITNW 2301	7721 Prac IT ITSY 2430				
8	7717 PRIN of IT	7717 PRIN of IT ITNW 1308	ITSC 1316	ITSC 2325	ITSY 1342	ITSY 2442	ITSY 2443	ITSY 2286				
Total possilbe college credit completed in high school: 60												
High School Courses					Dual Credit Courses				College Courses not completed in 4 years of high school			
Industry Partners: Accenture Federal Services												

St. Philip's College

St. Philip's College Schedule/Catalog 2018-2019

Information Technology Cybersecurity Specialist, A.A.S.

The Associate of Applied Science in Information Technology Cybersecurity Specialist prepares students to design, implement and secure computer networks. Students with this degree will be able to install security software, monitor networks for security breaches, respond to cyber attacks and gather data and evidence to be used in prosecuting cyber crime. Completion in this program prepares a student for industry certifications such as CompTIA Security +, Certified Security Professional (CSP) and Certified Ethical Hacker (CEH). St. Philip's College is designated by the National Security Agency and Department of Homeland Security as a National Center of Academic Excellence in Cyber Defense Two-Year Education. The designation covers academic years 2014 Through 2020.

With this award, you may seek jobs such as:

Cyber Security Analyst / Cyber Security Specialist

Related awards

Information Technology Cybersecurity Specialist Level I Certificate
CompTIA Linux+ Certification Preparation (OSA)
CompTIA Security + Certification Preparation (OSA)
Cyber First Responders (OSA)

Total Credit Hours Required: 60

Semester I

- ITNW 1308 - Implementing and Supporting Client Operating Systems ***
- ITNW 1425 - Fundamentals of Networking Technologies
- ITSC 1316 - Linux Installation and Configuration
- Select 1 course from the Language, Philosophy & Culture (40) Core

Semester II

- ITNW 2412 - Routers ***
- ITSC 2325 - Advanced Linux
- or COSC 1336 - Programming Fundamentals I
- ITNW 1413 - Computer Virtualization

- Select one course from the Communication (10) Core

Semester III

- Select 1 course from the Social and Behavioral Sciences (80) Core
- Select 1 course from the Mathematics (20) Core

Semester IV

- ITSY 1342 - Information Technology Security ***
- ITNW 2405 - Network Administration
- ITSY 2442 - Incident Response and Handling
- SPCH 1321 - Business and Professional Communication

Semester V

- ITSY 2301 - Firewalls and Network Security
- ITSY 2443 - Computer System Forensics
- ITSY 2430 - Intrusion Detection
- ITSY 2286 - Internship - Computer and Information Systems Security

Milestone Course

*** denotes Milestone course(s).
A milestone course is a course that is critical for success in this program.

Additional Program Information

This Associate of Applied Science will prepare students to design, implement and secure computer networks. Students with this degree will be able to install security software, monitor networks for security breaches, respond to cyber attacks and in some cases, gather data and evidence to be used in prosecuting cyber crime. Some security courses in this degree have been approved by National Security Agency and Department of Homeland Security. St. Philip's College is designated by the National Security Agency and Department of Homeland Security as a National Center of Academic Excellence in Cyber Defense Two-Year Education. The designation covers academic years 2014 Through 2020.

NOTES

CIP Code: 11.0901
Major Code:

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATION

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

Department:	College, Career and Military Readiness
Board Meeting Date:	February 8, 2021
Agenda Title:	Approval of the Memorandums of Understanding (MOU) Between SAISD and Alamo Colleges District for the SAISD Pathways in Technology Early College High School (P-TECH) Programs
Presenter:	Johnny Vahalik, Sr. Ex. Director for College, Career and Military Readiness
Cost:	Average $5,000 per student to complete the 60 credit hours in a program.
Board Goal(s) addressed:	Goal 7: Increase % of HS students earning college credit Goal 8: Increase % of students meeting TSI/SAT/ACT college ready Goal 9: Increase % of students CCMR Goal 10: Increase % of HS grads going to college

HISTORICAL DATA

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

Questions to consider:	
Is this a renewal? What data supports this renewal? Is this an expansion of the program? If so, why?	A P-TECH program prepares high school students for successful career and educational futures through a full integration of high school, college, and the world of work. During their attendance at the P-TECH, students are encouraged to develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other areas. The students graduating from the P-TECH are encouraged to enter post-secondary education and/or training with significant advanced standing. The P-TECH initiatives support meeting SAISD Board Goals 7 - 10 by design as the P-TECH Blueprint and the designated Outcome Based Measures compel the campus to focus recruiting efforts on students who have not traditionally had access to these types of advanced opportunities; focus on creating a college-going culture where all students are prepared to take and complete college core and elective college courses; provide multiple levels to ensure student success in advanced coursework as well as support for successful entrance into their chosen career pathway, and that P-TECH students receive advising that promotes postsecondary access and persistence. Each P-TECH site plans to add a cohort appropriate for the high school's capacity, on a yearly basis. The hallmark of the P-TECH model is its career focus and the provision of work-based education. Key components of the P-TECH model include rigorous courses focused on relevant and engaging topics connected to businesses and industries that will allow graduation from high school with a post-secondary credential in a high wage, high demand career. The 2021-2022 school will see Sam Houston Cyber P-TECH enter its third year with Fox Tech H-TECH entering its second year. The Lanier, Highlands and Edison P-TECH programs will welcome their first cohorts of students in the fall of 2021.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Memorandum of Understanding (MOU) Between SAISD and U.S. Department of Education Impact Aid Program**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Eric Wicker, Senior Executive Director School Improvement & Federal Programs

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and the U.S. Department of Education Impact Aid Program to participate in the electronic data collection pilot program. The electronic data collection will be used to complete the Fiscal Year 2022 Impact Aid 7003 Application. Impact Aid is a Federal grant program for local educational agencies (LEAs) who have lost local property tax revenue due to the presence of non-taxable Federal land. There is no cost to the District associated with this MOU.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the proposed MOU with the U.S. Department of Education Impact Aid Program to participate in the electronic data collection pilot program for the FY 2022 Impact Aid 7003 Application, and authorize the Superintendent to execute and renew the MOU on behalf of the District.

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.

[X] 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.

UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF ELEMENTARY AND SECONDARY EDUCATION

Memorandum of Understanding

Between

The U.S. Department of Education, Impact Aid Program

and

San Antonio ISD

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the U.S. Department of Education (the Department) and the San Antonio ISD for the school district to participate in the electronic data collection pilot program in which San Antonio ISD will collect Impact Aid data electronically in a manner consistent with the Impact Aid program statute and regulations and other relevant Federal laws.

Background

The Department requested proposals from local education agencies (LEAs) that wished to develop and launch an electronic data system to collect information regarding eligible federally connected children for the Impact Aid Program section 7003 application. The pilot project goal is to reduce administrative burden and to create a set of best practices to assist other LEAs that may wish to develop their own electronic systems.

We anticipate that San Antonio ISD will benefit from in depth technical assistance from Impact Aid program staff and potentially increase efficiency and reduce costs associated with the Impact Aid data collection process. The Impact Aid Program hopes to develop a set of best practices and identify potential challenges to assist more LEAs that wish to begin electronic data collection in the future.

Purpose

This MOU defines, in general terms, the basis on which the Department and San Antonio ISD will work together to:

1. Help San Antonio ISD develop an electronic data collection system that accurately counts eligible federally connected children, and that meets all statutory and regulatory requirements for the FY 2022 Impact Aid application, and

2. Assist the Department in developing a set of best practices that other LEAs can use that wish to develop electronic data collection systems that accurately count federally connected children in a manner that meets all statutory and regulatory requirements.

The above goals will be accomplished by undertaking the following activities:

Technical Assistance

1. The San Antonio ISD will provide a web-based demonstration of the student information system and online registration system that San Antonio ISD will use for the electronic

data collection to better educate staff on the mechanics of the system to facilitate targeted technical assistance that the Department will provide to San Antonio ISD.

2. The Department will review documentation related to San Antonio ISD's electronic data collection through its software platforms and provide technical assistance to San Antonio ISD on any areas that the Department determines need changes to meet the Impact Aid Program's statutory and regulatory requirements related to the collection.

3. The Department will work with San Antonio ISD staff and contractors to ensure that the collection meets all the requirements related to electronic certification of documentation as well as the security of personally identifiable information.

Data Collection

1. The San Antonio ISD will undertake an electronic survey of its federally connected children for school year 2020-21, for use in the FY 2022 Impact Aid application.

   The San Antonio ISD will supplement the electronic data collection with a paper collection to capture data not completed electronically. The paper forms will not be distributed until after the district's survey date.

   The electronic survey will be based on data collected and certified through the LEA's student information system using unique log-on requirements.

2. The San Antonio ISD will submit the data collected from both the paper and electronic collections to the Department for review no later than March 31, 2021.

3. The San Antonio ISD will submit a student count reflecting the combination of the electronic collection of data as well as the parent-pupil paper survey forms as approved by the Department.

Reporting

As part of the pilot, the San Antonio ISD agrees to share lessons learned with the Department.

Confidentiality and Student Privacy

1. The Department will directly share lessons learned only with the Impact Aid LEA community and not with private companies. The Department may share information with the LEA community concerning best practices for electronic data collection that result from this MOU using a public information platform (e.g. ED.gov website).

2. Both parties agree to protect student privacy and to comply with the provisions of the Privacy Act of 1974 and with the Family Educational Rights and Privacy Act. We will only collect the minimum amount of Personally Identifiable Information (PII) that is

necessary. This information will not be used for any additional purpose and will not be shared except for the purposes of lessons learned as described earlier in this MOU.

Funding and Disclaimers

1. Nothing in this MOU constitutes an obligation of Federal funds, nor does this MOU give rise to a legally cognizable partnership or joint venture.

2. San Antonio ISD will receive no specific funds from the Impact Aid Program to implement electronic data collection; it will receive only the grant amount to which it is entitled under the Impact Aid law, pursuant to the usual application process. Each Party to this MOU agrees to bear its own costs in carrying out its responsibilities. There will be no transfer of funds between the Parties under this agreement. Additionally, no Party shall be authorized to bind the other without express prior written consent.

3. The Department will provide its technical assistance remotely through phone calls, teleconferences, emails, or webinars, and the Department is not obligated to provide funding for either the Department staff or San Antonio ISD staff to travel for purposes of this MOU.

4. Any references in this document, or in any other documents resulting from this agreement, to software, products, proprietary materials, or services provided by San Antonio ISD, its contractors, or its suppliers, does not constitute an endorsement by the Department of those products or services. The opinions expressed in any materials produced by San Antonio ISD, its contractors, or suppliers, do not necessarily reflect the positions or policies of the Department. The Department does not control or guarantee the accuracy, relevance, timeliness, or completeness of any outside information relating to this agreement. The Department will not endorse or advertise a non-government service, product, or enterprise.

5. San Antonio ISD may not use the official Department seal in any documents.

6. The Parties shall obtain prior written consent from each other prior to issuing any press release or other media advisory regarding the Partnership, or any project or event associated with the Partnership, within a reasonable period of time prior to publication of such press release or media advisory.

7. The Department may not exercise direction, control, or supervision over any curriculum or program of instruction at San Antonio ISD or any other educational institution, school, or school system.

8. This Memorandum is not intended to, and does not create, any right, benefit, or responsibility, substantive or procedural, enforceable at law or equity against any Party, its agencies or instrumentalities, its officers or employees, or any other person.

Amendment, Modification and Termination

1. This MOU is at-will and may be modified in writing by mutual consent of authorized officials from the Department and San Antonio ISD.

2. This MOU shall become effective upon signature by the authorized officials from the Department and San Antonio ISD and will remain in effect until modified by mutual consent, or until terminated by either of the partners with or without cause.

3. In the absence of mutual agreement by the authorized officials from the Department and San Antonio ISD this MOU shall end on December 30, 2021.

Contact Information

Faatimah Muhammad
U.S. Department of Education
Director, Impact Aid Program
400 Maryland Avenue, SW, Washington, DC 20202
Telephone (202) 260-3858
E-mail: Faatimah.Muhammad@ed.gov

Pedro Martinez
Superintendent of Schools
San Antonio ISD
Telephone: (210) 554-2297
E-mail: Tgrant1@saisd.net

_____ Date: _____
(U.S. Department of Education partner signature)
(Faatimah Muhammad, Director, Impact Aid Program)

_____ Date: _____
(San Antonio ISD partner signature)
(Pedro Martinez, Superintendent of Schools, San Antonio ISD)

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

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

Department:	School Improvement & Federal Programs
Board Meeting Date:	February 8, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) between SAISD and U.S. Department of Education, Impact Aid Program
Presenter:	Eric Wicker, Senior Executive Director School Improvement & Federal Programs
Cost:	N/A

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)

Questions to consider:	
Is this a renewal? What data supports this renewal? Is this an expansion of the program? If so, why?	Impact Aid data in previous years was collected through paper surveys distributed through campuses and sent home with students. The paper surveys were then returned, and the data was aggregated manually. Due to COVID, the data will be collected electronically through Qualtrics and aggregated within the software to support our U.S. Department of Education Impact Aid 7003 application.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Memorandum of Understanding (MOU) Between SAISD and the San Antonio Police Department**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding between SAISD and the San Antonio Police Department (SAPD) to continue the "Handle With Care" partnership. This agreement will continue the formal communication between SAPD and SAISD. These communications address the needs of students who experienced a traumatic event that require a police officer's presence in the home. SAISD secured funding through the Governor's Office supporting two social workers who will respond to SAPD student referrals.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approve the MOU between SAISD and the San Antonio Police Department as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Grant funds budget code 290-32-6xxx-xx-851-124-999

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.

[X] 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.

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
San Antonio Police Department
AND THE
San Antonio Independent School District

This Memorandum of Understanding (the "Agreement") is entered into by and between the San Antonio Independent School District ("SAISD") political subdivisions of the State of Texas, and The San Antonio Police Department ("SAPD"), the City of San Antonio municipal police agency. SAISD and SAPD may be referred to collectively as the "Parties."

1. Statement of Purpose

1.1. SAISD is committed to assisting underprivileged and economically disadvantaged students while eliminating barriers to their successful education.

1.2. SAISD has students who are enrolled and are experiencing extraordinary events outside of the school day that involve law policing and fire agencies.

1.3. In order to participate in the pilot program, Handle With Care, the SAISD will partner with SAPD through a Memorandum of Understanding.

1.4. The best interests of the SAISD underprivileged, economically disadvantaged and crime-affected students will be served by the mutual support of the SAISD and municipal and SAPD as described herein.

1.5. The Handle With Care program entails SAPD officers sending a confidential notification to SAISD whose students may have experienced a traumatic event that required a police in the community. The school's trained staff would then provide the appropriate care to the student at the school following the incident.

2. SAISD Obligations

The SAISD, agrees to provide the following to the SAPD if the purposes identified above continue to be met and the appropriate controls continue to be implemented.

2.1. SAISD, shall utilize current staff members and resources to operate and facilitate information distribution.

2.2. SAISD will be responsible for distributing the SAPD notifications to SAISD school campus principals and their two points of contact.

2.3. SAISD will count:

2.3.1. Total number of notifications each pilot campus receives.
2.3.2. Total number of counselor referrals related to the notification events.

2.3.3. Total number of administrative referrals related to the notification events.

2.4. SAISD will coordinate the delivery data to SAPD.

2.5. SAISD will maintain and control all supporting documentation relating to pilot data collection, students list, and any additional identifying student data.

3. San Antonio Police Department

SAPD agrees to provide the following to the District, provided that the purposes identified above continue to be met and the appropriate controls continue to be implemented.

3.1. SAPD shall serve as the point of contact for notifications delivered to SAISD

3.2. SAPD will send SAISD notification emails to handlewithcare@xxxxisd.net with the following data:

3.2.1. Student name
3.2.2. Student age
3.2.3. Student grade
3.2.4. Student school name

4. Terms and Termination

4.1. This Agreement shall become effective upon execution by the Parties, and will remain in effect through the **2020-2021** school year unless extension or earlier termination shall occur pursuant to the terms of this agreement. This Agreement may be renewed by mutual consent of the Parties for up to two (2) successive one (1) year terms (each, a "Renewal Term"). Any Renewal Term(s) shall be in writing, and signed by the Parties.

4.2. SAPD and district and charter schools understand and mutually agree that this Agreement may be terminated by either party upon giving thirty (30) days' written notice to the other party. Notice is said to be given when the written notice is received by the other party.

5. Amendment

5.1. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed and mutually agreed to by the Parties.

6. Assigning Interest

6.1. Neither party shall transfer or assign any interest in this Agreement without the prior written consent of the other party.

7. Compliance

7.1. SAISD and SAPD agree to comply with all federal and state laws regarding nondiscrimination in the execution of this Agreement. In accordance therewith, SAISD and SAPD shall ensure that no person is denied benefits hereunder on the basis of race, color, national origin, religion, gender, age, handicap, or political affiliation.

8. Indemnity

8.1 SAPD and district and charter schools acknowledge that they are governmental entities, and that neither party indemnifies the other party. The Parties agree, however, to notify the other party if they are provided notice of a lawsuit or potential lawsuit related in any manner to this agreement between the Parties.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO THE PARTIES UNDER APPLICABLE LAW.

9. Relationship of the Parties

9.1 SAPD and SAISD agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and of its agents or employees in conjunction with the performance of work covered under this Agreement. SAPD and SAISD agree that each entity shall be responsible for any liability or damages of its personnel.

9.2 This agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries.

9.3 The SAISD and the SAPD understand and agree that neither party has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

10. Notices

10.1. For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and delivered in person and/or mailed, Postage prepaid, or faxed to the addresses set forth below on attached signature pages:

SAISD
San Antonio Independent School District
Family & Student Support Services
Attn: M. Estella Garza
1700 Tampico, Room 114
San Antonio, TX 78207

SAPD
San Antonio Police Department
Attn: Doug Greene
315 S. Santa Rosa Ave
San Antonio, Texas 78207
Ph –210-207-4849

Phone: (210) 554-2635

11. Miscellaneous Terms

11.1. Full Agreement. This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

11.2. Authority. The signers of this Agreement, by placing their respective signatures below, represent and warrant that they have full authority to execute this Agreement on behalf of the Respective party each represents.

11.3. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The Parties further agree that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to be invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

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

11.5. Law of State to Govern. The validity, enforceability and interpretation of any provision of this Agreement will be determined and governed by the substantive and procedural laws of the State of Texas. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Bexar County, Texas.

11.6. Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE PARTIES (PUBLIC ENTITIES) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO ON THE PARTIE'S PROPERTY; DISCLAIMERS AND LIMITATIONS TO WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS, AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS, AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABLITY FOR ACTS OR OMISSIONS OF HIRD PARTIES; PAYEMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTIONS; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON THE DISTRICT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

-IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED ON THIS

_____ DAY OF _____, 2020.

San Antonio ISD

_____/_____

Pedro Martinez Date
Superintendent

San Antonio Police Department

_____/_____

William McManus Date
San Antonio Police Department

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

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

Department:	Family & Student Support Services
Board Meeting Date:	February 8, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and the San Antonio Police Department
Presenter:	Victoria Bustos, Executive Director, Student and Academic Support Services
Cost:	-0-

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
< 200	< 200	All	-0-	-0-	-0-

HISTORICAL DATA

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

Questions to consider: Is this a renewal? What data supports this renewal? Is this an expansion of the program? If so, why?	This is the second year for this MOU. Through this partnership SAISD received over 136 student notifications which impacted over 200 SAISD students. These are students whose homes were visited by an SAPD officer due to a disturbance in their homes. Countless hours from the social worker grant staff provided support and services to the students and their families. Continued support is needed for the students and their families as these neighborhood disturbances will continue.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Memorandum of Understanding (MOU) Between SAISD and the University of Texas at San Antonio (UTSA) for the Cultivating Learning in Middle School and Beyond (CLIMB) Program**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and the University of Texas at San Antonio (UTSA) to support the Cultivating Learning in Middle School and Beyond (CLIMB) program. The CLIMB program is a pre-college initiative that will provide resources and a clear pathway to college for students in grades 8-12 who are in foster care and enrolled in SAISD. The MOU will terminate on November 1, 2030.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approve the MOU with UTSA to support the CLIMB program 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.

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

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

[ ] SAISD will ensure fiscal health.

[ ] SAISD will facilitate a successful Bond initiative and its implementation.

[X] 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.

Bexar County Fostering Educational Success Pilot Project
CLIMB Program Implementation
Cooperation Agreement

This cooperation agreement ("Agreement") is entered into by and between THE BEXAR COUNTY FOSTERING EDUCATIONAL SUCCESS PILOT PROGRAM ("BCFES"), an educational access and support program of THE UNIVERSITY OF TEXAS SAN ANTONIO ("UTSA"), an agency of the State of Texas and a member institution of The University of Texas System ("System"), and **SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** (hereinafter "SAISD"). UTSA and SAISD may be herein referred to singly as a "Party" or collectively as the "Parties."

The BCFES Pilot Program and SAISD agree to provide programmatic data starting from November 1, 2020, through August 31, 2021, to the Pilot Project Director and Evaluator at UTSA to conduct research and provide data analysis support that will contribute to the development and improvement of the CULTIVATING LEARNING IN MIDDLE SCHOOL & BEYOND program (here therein "CLIMB) Program"), and promote effective cooperation between the two institutions for recruitment and outreach of eligible students (hereinafter "eligible" means students with active conservatorship in grades 8th-12th).

I. Recitals

Whereas, the BCFES CLIMB Program is an 8-12th grade pipeline that provides targeted outreach and recruitment at various independent school districts and charter schools within Bexar County while focusing on creating barrier-free access to higher education;

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

Whereas, BCFES and SAISD desire to pursue a relationship to identify and provide access to youth currently in foster care to participate in the CLIMB Program.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL AIMS, the Parties agree to the following terms:

II. Purpose

The purpose of this Agreement include, but are not limited to, the following:

III. Mutual Obligations

1. To assist BCFES to identify and outreach to SAISD students eligible for CLIMB services.

2. BCFES and SAISD to provide outreach and recruitment services and information on a quarterly/annual basis, which includes, but is not limited to, eligible names of

students and their guardians/foster parents/relative caregiver, email addresses, and/or addresses to send mass communications to students eligible for programming.

3. UTSA and SAISD will work collaboratively to promote and implement the Program, which will recruit and start a Program every other spring semester.

4. Each Party will designate one or more Program liaisons ("SAISD foster care Liaison" and "CLIMB Coordinator") to coordinate outreach, recruitment and engagement of the CLIMB program.

IV. Data Use

1. Student's programmatic information will be sent to:

   Pilot Project Director
   Airika Buford, Ph.D.
   Bexar County Fostering Educational Success
   airika.buford@utsa.edu
   (210) 458-2938

2. Upon receiving the eligibility and recruitment data, BCFES CLIMB will actively outreach to the eligible youth identified for participation in the program. These outreach activities may include but are not limited to emails, phone calls, virtual and in-person presentations.

3. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the UTSA and SAISD hereby designate each other as school officials with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Any exchange by the Parties of student record information protected by any state, federal or local law, rule or regulation shall occur only in full compliance this section of the Agreement, including, without limitation, committing the receiving party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re-disclosure, and the parties agree to comply with all applicable statutory and regulatory provisions, including, without limitation FERPA.

V. Miscellaneous

1. **Term.** This Amendment will commence on November 1, 2020 and terminate on November 1, 2030.

2. **Termination.** This Amendment may terminate upon the effective termination of the Agreement or earlier by either Party by submitting written notice of the intent to terminate. The termination notice must be submitted at least 30 days prior to the start of the date the termination is to become effective.

3. **Notice.** Any notice under this Amendment must be in writing and acknowledged by the party receiving it, and shall be deemed received when: (i) confirmed by email; (ii) actually delivered by hand delivery; (iii) sent by confirmed facsimile transmission; (iv) actually delivered by overnight carrier; or (v) three (3) days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested and property addressed as follows:

Contact Information at SAISD:
San Antonio ISD
Foster Care/McKinney Vento Liaison
M. Estella Garza
1700 Tampico St.
San Antonio, TX 78207
Phone: 210-554-2635
Email: egarza@saisd.net

Contact Information at UTSA:
The University of Texas at San Antonio
Associate Vice Provost for Student Success
Tammy Wyatt, Ph.D.
One UTSA Circle,
San Antonio, TX 78249
Phone: 210-458-5717
Email: tammy.wyatt@utsa.edu

The parties may update their contact information as needed upon written notice.

4. **No Fund Obligations.** Nothing in this Agreement obligates UTSA to pay or transfer any funds to SAISD. Any other specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by duly authorized representatives.

   UTSA and SAISD and their respective employees, agents and officers, will handle their own activities and utilize their own resources, including the expenditure of their own respective funds, in pursuing these objectives (if required). Each Party will carry out its separate activities in a coordinated and mutually beneficial manner. Each Party shall be responsible for expenses incurred by its employees under this Agreement.

5. **Venue.** This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas and venue for any dispute will be in Bexar County, Texas.

6. **Non-exclusivity**. This instrument in no way prohibits either Party from participating in similar activities with other public or private agencies, organizations, and individuals.

7. **Independent Contractor Relationship**. For all purposes of this Agreement and notwithstanding any provision to the contrary, SAISD and its students are not employees, partners, joint ventures, or agents of UTSA.

8. **No oral agreements**. No oral representations of any officer, agent, or employee of SAISD or UTSA shall affect or modify any obligations of either Party under this Agreement.

9. **Entire Agreement**. This Agreement constitutes the entire agreements between the Parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be valid unless reduced to writing, signed by duly authorized representatives of each Party.

10. **No Default**. A delay in or failure of performance of either Party that is caused by occurrences beyond the control of either Party shall not constitute default hereunder, or give rise to any claim for damages.

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

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

By: _____
Name: Kimberly Andrews Espy
Title: Provost and Senior Vice President for Academic Affairs
Date: _____

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By:_____
Name: Pedro Martinez
Title: Superintendent
Date: _____

OFFICE OF ACADEMICS
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

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

Department:	Family & Student Support Services
Board Meeting Date:	February 8, 2021
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and the University of Texas at San Antonio (UTSA) for the Cultivating Learning in Middle School and Beyond (CLIMB) Program
Presenter:	Victoria Bustos, Executive Director, Student and Academic Support Services
Cost:	-0-

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
< 200	< 200	All	-0-	-0-	-0-

HISTORICAL DATA

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

Questions to consider: Is this a renewal? What data supports this renewal? Is this an expansion of the program? If so, why?	UTSA received a legislative grant last year targeting Bexar County school aged students in foster care. The focus for UTSA is students between 8 – 12 grades to create a "barrier-free access to higher education." SAISD is among the top five LEAs in the state to enroll students in foster care. UTSA's support for this population will provide help with school engagement, graduation and post-secondary aspirations for students in Foster Care.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Purchase and Installation of Large Enterprise Cloud Document Management and Workflow Automation Software and Services**

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

REQUESTED BY: Kenneth J. Thompson, Chief Technology Officer, Technology

PRESENTER: Kenneth J. Thompson

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the purchase and installation of an annual subscription for Large Enterprise Cloud Document Management and Workflow Automation Software and Services. The DocuWare Content services platform will bring SAISD a secure easy solution to manage all District documented content. DocuWare Large Enterprise Cloud provides faster search and retrieval of digitized documents, reduces the amount of physical document storage space, and improves accuracy by minimizing manual tasks. By removing inefficient processes, DocuWare will maximize business efficiencies and productivity.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolve that the Board approve the purchase of an annual subscription for Large Enterprise Cloud Document Management and Workflow Automation Software and Services.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Company Name: Knight Office Solutions
Address: 12961 Park Central Suite 1470
City/State/Zip San Antonio, TX 78216
Phone No: (210) 424-6934
Point of Contact: Anthony Trevino
E-mail Address: anthonyt@knightoffice.com
Contract Number: RFP #20-049 (RC)
Program Start Date: February 09, 2021 Program End Date: February 08, 2022
Contract Term: One year with the option to renew for an additional four (4) one (1) year periods.
Budget Code: 671-53-6399-65-950-1-99-S12
Approximate Total SAISD Cost: $111,573.00 per year

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

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[ ] SAISD will have strong District-wide leadership and will recruit and retain quality staff.
[X] SAISD will ensure fiscal health.
[X] SAISD will facilitate a successful Bond initiative and its implementation.
[X] 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.

Evaluation Commitee Member - Scoring Summary
Active Submissions

	Total	A - Preliminary Scoring	A-1 - 1. Purchase Price	A-2 - 2. Reputation of the Vendor and of the Vendor's Goods or Services	A-3 - 3. Quality of the Vendor's Goods or Services	A-4 - 4. Extent to which the Goods or Services Meet the District's Needs	A-5 - 5. Vendor's Past Relationship with the District	A-6 - 6. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or, (B), employs at least 500 persons in this state.	A-7 - 7. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses (HUB).	A-8 - 8. The total long-term cost to the district to acquire the vendor's good or services	A-9 - 9. Any other relevant factor specifically listed in the request for bids or proposals (Offers, programs and services in addition to statement of work; value added incentives beneficial to SAISD.)
Supplier	**100 pts**	**/ 100 pts**	**/ 30 pts**	**/ 10 pts**	**/ 10 pts**	**/ 25 pts**	**/ 5 pts**	**/ 0 pts**	**/ 6 pts**	**/ 5 pts**	**/ 9 pts**
Knight Office Solutions	80.38	80.38	17.38	10	10	25	5	0	6	5	2
UBEO Business Services	72.98	72.98	19.98	10	10	25	1	0	0	5	2
TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.	72.74	72.74	17.74	10	10	25	1	0	0	5	4
Stars Information Solutions	68.09	68.09	16.09	10	10	20	1	0	6	5	0
Ricoh USA	66.71	66.71	17.71	10	10	20	2	0	0	5	2
Dove Print Solutions	64.11	64.11	13.11	10	10	25	1	0	0	5	0
Rapid Deployment Solutions	57.27	57.27	19.27	10	10	12	1	0	0	5	0
Global Solutions Group, Inc.	57.09	57.09	11.09	10	10	20	1	0	0	5	0
DocuNav Solutions	56.01	56.01	8.01	10	10	20	1	0	0	5	2
CASO Document Management	54.93	54.93	12.93	10	2	12	5	0	6	5	2
iBridge Group, Inc.	52	52	30	0	2	12	1	0	6	1	0
Stellar Services, Inc.	49.32	49.32	14.32	0	2	20	1	0	6	5	1
Novatech, Inc.	45.06	45.06	22.06	0	2	15	1	0	0	1	4

Eliminated Submissions

	Total	A - Preliminary Scoring	A-1 - 1. Purchase Price	A-2 - 2. Reputation of the Vendor and of the Vendor's Goods or Services	A-3 - 3. Quality of the Vendor's Goods or Services	A-4 - 4. Extent to which the Goods or Services Meet the District's Needs	A-5 - 5. Vendor's Past Relationship with the District	A-6 - 6. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or, (B), employs at least 500 persons in this state.	A-7 - 7. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses (HUB).	A-8 - 8. The total long-term cost to the district to acquire the vendor's good or services	A-9 - 9. Any other relevant factor specifically listed in the request for bids or proposals (Offers, programs and services in addition to statement of work; value added incentives beneficial to SAISD.)
Supplier	**100 pts**	**/ 100 pts**	**/ 30 pts**	**/ 10 pts**	**/ 10 pts**	**/ 25 pts**	**/ 5 pts**	**/ 0 pts**	**/ 6 pts**	**/ 5 pts**	**/ 9 pts**
Carahsoft Technology	-	-	-	-	-	-	-	-	-	-	-

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Review of Investment Policy and Strategies CDA (LOCAL) and CDA (LEGAL)**

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

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

PRESENTER: Larry A. Garza

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Public Funds Investment Act (PFIA) requires that "the governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that is has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. (TGC 2256.005)."

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolve that the Board review and approve the District's Investment Policy, CDA (LOCAL) and CDA (LEGAL). No changes to the policies are being proposed. This item is being submitted to meet the requirements of PFIA.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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

Objectives

The investment policy of the District shall be to ensure the safety of the invested funds of the District by:

1. Maintaining sufficient liquidity to provide adequate and timely working funds.
2. Attaining the highest possible rate of return while providing necessary protection of principal consistent with District operating requirements as determined by the Board.
3. Matching the maturity of investment instruments to the daily cash flow requirements.
4. Diversifying investments as to maturity, instruments, and financial institutions where permitted under state law.
5. Actively pursuing portfolio management techniques.
6. Avoiding investment for speculation.

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

Approved Investment Instruments

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.

7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.

8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.

9. Public funds investment pools as permitted by Government Code 2256.016–2256.019.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. The investment officer shall exhibit prudence and discretion in the selection and management of securities. Skill and judgment shall be exercised in order so that no individual or group of transactions undertaken would jeopardize the total capital sum of the overall portfolio. The District shall not allow speculation (such as anticipating an appreciation of capital through changes in market interest rates) in the selection of any investments. The investment officer shall observe financial market indicators, study financial trends, and utilize available educational tools in order to maintain appropriate managerial expertise.

Investment Management

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Liquidity and Maturity

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The District shall not directly invest in securities maturing more than two years from the date of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

Monitoring Market Prices

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, com-

mercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds / Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial Funds

Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

Capital Project Funds

Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

Safekeeping and Custody

To protect against potential fraud and embezzlement, the cash, collateral, and investments of the District shall be held by an independent third party with whom the District has a current custodial agreement. The District shall retain clearly marked receipts providing proof of the District's ownership, or the District may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

Sellers of Investments

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).

Soliciting Bids for Investments

In order to get the best return on its investments, the District may solicit bids in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

The District shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Avoidance of collusion.
2. Separation of transaction authority from accounting and recordkeeping.
3. Custodial safekeeping.
4. Avoidance of bearer-form securities.
5. Clear delegation of authority.
6. Written confirmation of telephone transactions.

These controls shall be reviewed by the District's independent auditing firm.

Quarterly Reports

The District's investment officers shall prepare and submit to the Board, within a reasonable time after the end of each quarter, a written report of investment transactions for all funds covered by the Public Funds Investment Act for each quarterly reporting period.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit	In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.
Adoption or Last Amended Date	CDA(LOCAL) was last amended on December 14, 2020.

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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Definitions

Bond Proceeds

"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.

Investment Pool

"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.

Pooled Fund Group

"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.

Separately Invested Asset

"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group.

Gov't Code 2256.002(1), (6), (9), (12)

Pledged Revenue

"Pledged revenue" means money pledged to the payment of or as security for:

1. Bonds or other indebtedness issued by a district;
2. Obligations under a lease, installment sale, or other agreement of a district; or
3. Certificates of participation in a debt or obligation described by item 1 or 2.

Gov't Code 2256.0208(a)

Repurchase Agreement

"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. *Gov't Code 2256.011(b)*

Hedging

"Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering

into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

Eligible Entity

"Eligible entity" means a political subdivision that has:

1. A principal amount of at least $250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and

2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Eligible Project

"Eligible project" has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

Gov't Code 2256.0207(a)

Corporate Bond

"Corporate bond" means a senior secured debt obligation issued by a domestic business entity and rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov't Code 2256.0204(a)*

Written Policies

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district's funds may be invested;

2. The maximum allowable stated maturity of any individual investment owned by the district;

3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

4. Methods to monitor the market price of investments acquired with public funds;

5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and

6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a), (b)

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;

2. Preservation and safety of principal;

3. Liquidity;

4. Marketability of the investment if the need arises to liquidate the investment before maturity;

5. Diversification of the investment portfolio; and

6. Yield.

Gov't Code 2256.005(d)

Investment Officer

A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent

with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training

Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

Initial

Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

Ongoing

The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception

The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and

2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

Gov't Code 2256.008(g)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;

2. Liquidity; and

3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and

2. Whether the investment decision was consistent with the district's written investment policy.

Gov't Code 2256.006

Personal Interest

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;

2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or

3. The investment officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;

2. Be prepared jointly and signed by all district investment officers;

3. Contain a summary statement of each pooled fund group that states the:

   a. Beginning market value for the reporting period;

   b. Ending market value for the period; and

   c. Fully accrued interest for the reporting period;

4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

5. State the maturity date of each separately invested asset that has a maturity date;

6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and

7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

Selection of Broker

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district. *Gov't Code 2256.025*

Bond Proceeds

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

Gov't Code 2256.0208(b)

Authorized Investments

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of Governmental Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

2. Direct obligations of this state or its agencies and instrumentalities;

3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

6. Bonds issued, assumed, or guaranteed by the state of Israel;

7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and

8. Interest-bearing banking deposits other than those described at item 7 above if:

   a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;

   b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;

   c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

   d. The district appoints as the district's custodian of the banking deposits issued for the district's account the de-

pository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Gov't Code 2256.009(a)

Unauthorized Obligations

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

Certificates of Deposit and Share Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;

2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;

3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

Gov't Code 2256.010(b)

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;

2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);

3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and

4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

Gov't Code 2256.011

Securities Lending Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
   a. Pledged securities described at Obligations of Governmental Entities, above;
   b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
   c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

Banker's Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least on nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

Gov't Code 2256.014(a)

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
   a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
   b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Gov't Code 2256.014(b)

Limitations

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

Gov't Code 2256.014(c)

Guaranteed Investment Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

Gov't Code 2256.015

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or

2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;

2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and

3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or

2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Gov't Code 2256.0204

Hedging Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts,

and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

Gov't Code 2256.0206

Prohibited Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Note: As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

Loss of Required Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

Sellers of Investments

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
   a. Is dependent on an analysis of the makeup of the district's entire portfolio;
   b. Requires an interpretation of subjective investment standards; or
   c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

Gov't Code 2256.005(k)–(l)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

Gov't Code 2256.005(k)

Donations

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act),

unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

Electronic Funds Transfer

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Quarterly Investment Report for the Period of July 2020 to September 2020**

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

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

PRESENTER: Larry A. Garza

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

In accordance with the Public Funds Investment Act (PFIA), the District shall prepare a written report of investment transactions for all funds for the preceding report period. This investment report has been prepared and is being submitted for approval on a quarterly basis.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolve that the Board approve the attached Quarterly Investment Report for the period of July 1, 2020 to September 30, 2020.

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.

[X] SAISD will ensure fiscal health.

[ ] SAISD will facilitate a successful Bond initiative and its implementation.

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

San Antonio Independent School District

141 Lavaca Street • San Antonio, Texas 78210-1095
Telephone (210) 554-8590

Financial Services and Business Operations

BOARD OF EDUCATION

PATTI RADLE
President
ARTHUR V. VALDEZ
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Member
STEVE LECHOLOP
Member
CHRISTINA MARTINEZ
Member

PEDRO MARTINEZ
Superintendent

January 7, 2021

San Antonio I.S.D.
Board of Trustees

Dear Board of Trustees,

Chapter 2256 of the Government Code - The Public Funds Investment Act ("PFIA") requires that "the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period."

The enclosed Quarterly Investment Report for the quarter ending September 30, 2020 has been prepared in compliance with the requirements listed in Sec. 2256.023 (b) of the PFIA.

Please call me at 554-8590 should you have any questions.

Regards,

Larry A. Garza
Associate Superintendent, CFO
Financial Services & Business Operations

c: Mr. Pedro Martinez, Superintendent

Quarterly Investment Report
July 1, 2020 – September 30, 2020

San Antonio Independent School District, Texas

Quarterly Investment Report

July 2020 –September 2020

The following reports are submitted in accordance with the Public Funds Investment Act (Chapter 2256). The report also offers supplemental information not required by the Act to fully inform the Board of Trustees of the position and activity within the District's portfolio of investments. The reports include a management summary overview, detailed inventory report for the end of the period, and a transaction report as well as graphic representations of the portfolio to provide full disclosure to the Board of Trustees.

Issuer Legend

JPMGOV – JPMorgan US Gov Cap Money Market (Money Market Mutual Fund)
LONE STAR- Local Government Investment Pool, managed by American Beacon Advisors of Fort Worth & BNY Mellon Cash Investment Strategies
TEXPOOL- Local Government Investment Pool, managed by Federated Investors
TEXSTAR- Local Government Investment Pool, managed by JP Morgan Chase
TEXAS TERM - Local Government Investment Pool, managed by PFM Asset Management LLC
FROST BANK - Frost Bank Public Checking Account
DEUTSCHE BANK FLEX- Deutsche Bank Flex Repo Account

San Antonio Independent School District

Quarterly Investment Report
July 2020 – September 2020
Portfolio Summary Management Report

This quarterly report is prepared in compliance with the Investment Policy and Strategy of the District and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of June 30, 2020		***Portfolio as of September 30, 2020***	
Beginning Book Value	$ 341,475,975	Ending Book Value	$ 317,998,742
Beginning Market Value	$ 341,475,975	Ending Market Value	$ 317,998,742
		Investment Income for the quarter	$ 307,776
Unrealized Gain/Loss	$ 0	Unrealized Gain/Loss	$ 0
		Change in Unrealized Gain/Loss	**$ 0**
WAM at Beginning Period Date[1]	233 days	WAM at Ending Period Date[1]	261 days
		Change in Market Value[2]	$ (23,477,233)

Average Yield to Maturity for quarter	**0.368%**
Average Yield 3-month Treasury Bill for quarter	**0.110%**
Average Yield 6-month Treasury Bill for quarter	**0.130%**
Average Yield 1 year Treasury Bill for quarter	**0.130%**

Authorized by:

Sean Mullen, Director, Cash & Treasury Management
San Antonio Independent School District

Larry A. Garza, Assoc. Supt., CFO Fin. Services & Bus. Oper.
San Antonio Independent School District

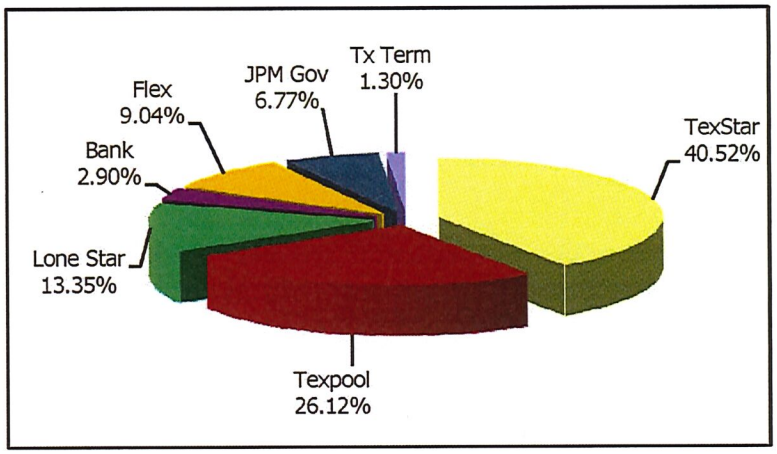
1 **WAM**, represents weighted average maturity.

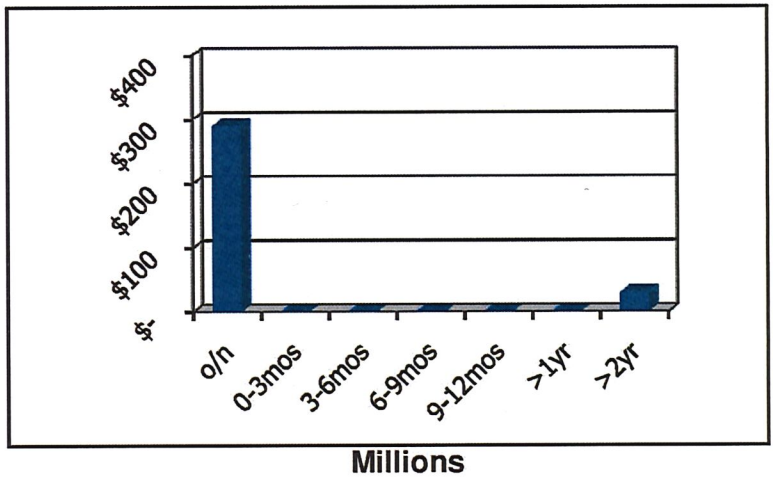
2 "***Change in Market Value***" is required data, but will primarily reflect the receipt and expenditure of the District's funds from quarter to quarter.

Your Portfolio

As of September 30, 2020

- These graphs show the diversification of the portfolio from two angles.
- The top graph illustrates diversification by market sector and will change over time as value changes in those sectors. Diversification by market sector reduces market risk in any one sector.
- The bottom graph illustrates diversification by maturity. The portfolio structure will correspond to the cash needs of the District throughout the year.





PATTERSON & ASSOCIATES

INVESTMENT PROFESSIONALS

San Antonio I.S.D.
Portfolio Management
Portfolio Summary
September 30, 2020

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Frost Bank	9,235,856.56	9,235,856.56	9,235,856.56	2.90	1	1	0.002
Investment Pools	258,465,874.88	258,465,874.88	258,465,874.88	81.28	1	1	0.131
Money Market Funds	21,538,485.53	21,538,485.53	21,538,485.53	6.77	1	1	0.030
Deutsche Bank Flex	28,758,525.05	28,758,525.05	28,758,525.05	9.04	5,844	2,875	2.800
	317,998,742.02	**317,998,742.02**	**317,998,742.02**	**100.00%**	**529**	**261**	**0.362**
Investments							

Total Earnings	September 30 Period Ending
Current Year	307,776.10

The following reports are submitted in accordance with the Public Funds Investment Act (the "Act", Texas Gov't Code 2256) and the District's Investment Policy. The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the San Antonio Independent School District of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body. The portfolio is in compliance with the Public Funds Investment Act and the investment strategies expressed in the District's adopted Investment Policy.

1-11-21

Sean Mullen, Director of Cash & Treas Management

PATTERSON & ASSOCIATES

INVESTMENT PROFESSIONALS

San Antonio I.S.D.
Summary by Fund
September 30, 2020
Grouped by Fund

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Building Fund - QSCB						
Money Market Funds	1	5,299.41	5,299.41	0.00	0.030	1
Subtotal	**1**	**5,299.41**	**5,299.41**	**0.00**	**0.030**	**1**
Fund: Building Fund-2000						
Investment Pools	1	0.00	0.00	0.00	0.000	
Subtotal	**1**	**0.00**	**0.00**	**0.00**	**0.000**	
Fund: Building Fund-2001						
Investment Pools	1	0.00	0.00	0.00	0.000	
Subtotal	**1**	**0.00**	**0.00**	**0.00**	**0.000**	
Fund: Building Fund-2018						
Investment Pools	1	4,130,885.01	4,130,885.01	1.30	0.140	1
Subtotal	**1**	**4,130,885.01**	**4,130,885.01**	**1.30**	**0.140**	**1**
Fund: Building Fund-2019						
Investment Pools	1	114,779,952.07	114,779,952.07	36.09	0.134	1
Subtotal	**1**	**114,779,952.07**	**114,779,952.07**	**36.09**	**0.134**	**1**
Fund: Building Fund-2020						
Investment Pools	1	50,008,802.80	50,008,802.80	15.73	0.147	1
Subtotal	**1**	**50,008,802.80**	**50,008,802.80**	**15.73**	**0.147**	**1**
Fund: Building Fund-1997						
Investment Pools	1	0.00	0.00	0.00	0.000	
Subtotal	**1**	**0.00**	**0.00**	**0.00**	**0.000**	
Fund: Building Fund-1999						
Investment Pools	1	0.00	0.00	0.00	0.000	
Subtotal	**1**	**0.00**	**0.00**	**0.00**	**0.000**	

San Antonio I.S.D.
Summary by Fund
September 30, 2020
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Child Nutrition						
Frost Bank	1	72,076.50	72,076.50	0.02	0.000	1
Investment Pools	1	7,824,914.58	7,824,914.58	2.46	0.090	1
Subtotal	**2**	**7,896,991.08**	**7,896,991.08**	**2.48**	**0.089**	**1**
Fund: Debt Service						
Deutsche Bank Flex	1	28,758,525.05	28,758,525.05	9.04	2.800	2,875
Money Market Funds	1	10,506,848.99	10,506,848.99	3.30	0.030	1
Investment Pools	2	30,210,758.79	30,210,758.79	9.50	0.121	1
Subtotal	**4**	**69,476,132.83**	**69,476,132.83**	**21.84**	**1.216**	**1,191**
Fund: Edison Endowment						
Investment Pools	1	1,946.70	1,946.70	0.00	0.147	1
Subtotal	**1**	**1,946.70**	**1,946.70**	**0.00**	**0.147**	**1**
Fund: General Disbursement						
Frost Bank	1	6,578,366.27	6,578,366.27	2.07	0.000	1
Money Market Funds	1	11,013,756.60	11,013,756.60	3.46	0.030	1
Investment Pools	3	43,558,374.29	43,558,374.29	13.70	0.123	1
Subtotal	**5**	**61,150,497.16**	**61,150,497.16**	**19.23**	**0.093**	**1**
Fund: Historic Preservation Corp						
Frost Bank	1	1,785,413.79	1,785,413.79	0.56	0.010	1
Subtotal	**1**	**1,785,413.79**	**1,785,413.79**	**0.56**	**0.010**	**1**
Fund: Self-Funded Insurance						
Frost Bank	1	800,000.00	800,000.00	0.25	0.000	1
Investment Pools	2	5,228,423.18	5,228,423.18	1.64	0.090	1
Subtotal	**3**	**6,028,423.18**	**6,028,423.18**	**1.89**	**0.078**	**1**
Fund: Slayden Trust						
Investment Pools	1	4,241.62	4,241.62	0.00	0.147	1
Subtotal	**1**	**4,241.62**	**4,241.62**	**0.00**	**0.147**	**1**
Fund: Student Activity						
Investment Pools	1	2,717,575.84	2,717,575.84	0.85	0.147	1

San Antonio I.S.D.
Summary by Fund
September 30, 2020
Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Subtotal	**1**	**2,717,575.84**	**2,717,575.84**	**0.85**	**0.147**	**1**
Fund: TECP						
Money Market Funds	1	12,580.53	12,580.53	0.00	0.030	1
Subtotal	**1**	**12,580.53**	**12,580.53**	**0.00**	**0.030**	**1**
Total and Average	**27**	**317,998,742.02**	**317,998,742.02**	**100.00**	**0.362**	**261**

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PATTERSON & ASSOCIATES

INVESTMENT PROFESSIONALS

San Antonio I.S.D.
Fund BFQSCB - Building Fund - QSCB
Investments by Fund
September 30, 2020

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Money Market Funds										
XXXX9324C	10131	JPMorgan US Gov Cap (OGVXX)	09/16/2016	5,299.41	5,299.41	5,299.41	0.030	0.029	0.030	1
			Subtotal and Average	**5,299.41**	**5,299.41**	**5,299.41**		**0.030**	**0.030**	**1**
			Total Investments and Average	**5,299.41**	**5,299.41**	**5,299.41**		**0.030**	**0.030**	**1**

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Fund BLD00 - Building Fund-2000
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
888888882	10015	TexSTAR Investment Pool	09/01/2008	0.00	0.00	0.00				1
			Subtotal and Average	**0.00**	**0.00**	**0.00**		**0.000**	**0.000**	**0**
			Total Investments and Average	**0.00**	**0.00**	**0.00**		**0.000**	**0.000**	**0**

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Fund BLD01 - Building Fund-2001
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
888888881	10011	Government Overnight Fund	09/01/2008	0.00	0.00	0.00				1
			Subtotal and Average	**0.00**	**0.00**	**0.00**		**0.000**	**0.000**	**0**
			Total Investments and Average	**0.00**	**0.00**	**0.00**		**0.000**	**0.000**	**0**

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Fund BLD18 - Building Fund-2018
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
1285-02	10143	Texas Terrm TexasDAILY	07/25/2018	4,130,885.01	4,130,885.01	4,130,885.01	0.140	0.138	0.140	1
			Subtotal and Average	**4,130,885.01**	**4,130,885.01**	**4,130,885.01**		**0.138**	**0.140**	**1**
			Total Investments and Average	**4,130,885.01**	**4,130,885.01**	**4,130,885.01**		**0.138**	**0.140**	**1**

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Fund BLD19 - Building Fund-2019
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
888888882	10146	TexSTAR Investment Pool	08/20/2019	114,779,952.07	114,779,952.07	114,779,952.07	0.134	0.132	0.133	1
			Subtotal and Average	**114,779,952.07**	**114,779,952.07**	**114,779,952.07**		**0.132**	**0.134**	**1**
			Total Investments and Average	**114,779,952.07**	**114,779,952.07**	**114,779,952.07**		**0.132**	**0.134**	**1**

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Fund BLD20 - Building Fund-2020
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
888888883	10147	TexPool Investment Pool	08/20/2020	50,008,802.80	50,008,802.80	50,008,802.80	0.147	0.145	0.147	1
			Subtotal and Average	**50,008,802.80**	**50,008,802.80**	**50,008,802.80**		**0.145**	**0.147**	**1**
			Total Investments and Average	**50,008,802.80**	**50,008,802.80**	**50,008,802.80**		**0.145**	**0.147**	**1**

Fund BLD97 - Building Fund-1997
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
888888881	10010	Government Overnight Fund	09/01/2008	0.00	0.00	0.00				1
			Subtotal and Average	**0.00**	**0.00**	**0.00**		**0.000**	**0.000**	**0**
			Total Investments and Average	**0.00**	**0.00**	**0.00**		**0.000**	**0.000**	**0**

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Fund BLD99 - Building Fund-1999
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
888888883	10122	TexPool Investment Pool	01/29/2014	0.00	0.00	0.00	2.381	2.348	2.381	1
			Subtotal and Average	**0.00**	**0.00**	**0.00**		**0.000**	**0.000**	**0**
			Total Investments and Average	**0.00**	**0.00**	**0.00**		**0.000**	**0.000**	**0**

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Fund CN - Child Nutrition
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
5769	10141	Frost Bk Public Fund Checking	07/01/2019	72,076.50	72,076.50	72,076.50				1
			Subtotal and Average	**72,076.50**	**72,076.50**	**72,076.50**		**0.000**	**0.000**	**1**
Investment Pools										
888888881	10145	Government Overnight Fund	08/02/2019	7,824,914.58	7,824,914.58	7,824,914.58	0.090	0.088	0.090	1
			Subtotal and Average	**7,824,914.58**	**7,824,914.58**	**7,824,914.58**		**0.089**	**0.090**	**1**
			Total Investments and Average	**7,896,991.08**	**7,896,991.08**	**7,896,991.08**		**0.088**	**0.089**	**1**

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Fund DEBTSVC - Debt Service
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Investment Pools											
888888881	10008	Government Overnight Fund	09/01/2008	13,916,170.93	13,916,170.93	13,916,170.93	0.090	0.088	0.090		1
888888883	10115	TexPool Investment Pool	12/04/2012	16,294,587.86	16,294,587.86	16,294,587.86	0.147	0.145	0.147		1
			Subtotal and Average	**30,210,758.79**	**30,210,758.79**	**30,210,758.79**		**0.119**	**0.121**		**1**
Money Market Funds											
XXXX8048G	10132	JPMorgan US Gov Cap (OGVXX)	09/16/2016	10,506,848.99	10,506,848.99	10,506,848.99	0.030	0.029	0.030		1
			Subtotal and Average	**10,506,848.99**	**10,506,848.99**	**10,506,848.99**		**0.030**	**0.030**		**1**
Deutsche Bank Flex											
7290A	10135	Deutsche Bank Flex	08/15/2012	28,758,525.05	28,758,525.05	28,758,525.05	2.800	2.761	2.800	08/15/2028	2,875
			Subtotal and Average	**28,758,525.05**	**28,758,525.05**	**28,758,525.05**		**2.762**	**2.800**		**2,875**
			Total Investments and Average	**69,476,132.83**	**69,476,132.83**	**69,476,132.83**		**1.199**	**1.216**		**1,190**

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Fund EDITR - Edison Endowment
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
888888883	10023	TexPool Investment Pool	09/01/2008	1,946.70	1,946.70	1,946.70	0.147	0.145	0.147	1
			Subtotal and Average	**1,946.70**	**1,946.70**	**1,946.70**		**0.145**	**0.147**	**1**
			Total Investments and Average	**1,946.70**	**1,946.70**	**1,946.70**		**0.145**	**0.147**	**1**

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Fund GENERAL - General Disbursement
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
5777	10137	Frost Bk Public Fund Checking	07/01/2019	6,578,366.27	6,578,366.27	6,578,366.27				1
			Subtotal and Average	**6,578,366.27**	**6,578,366.27**	**6,578,366.27**		**0.000**	**0.000**	**1**
Investment Pools										
888888881	10009	Government Overnight Fund	09/01/2008	15,453,781.88	15,453,781.88	15,453,781.88	0.090	0.088	0.090	1
888888883	10019	TexPool Investment Pool	09/01/2008	14,017,938.54	14,017,938.54	14,017,938.54	0.147	0.145	0.147	1
888888882	10012	TexSTAR Investment Pool	09/01/2008	14,086,653.87	14,086,653.87	14,086,653.87	0.134	0.132	0.133	1
			Subtotal and Average	**43,558,374.29**	**43,558,374.29**	**43,558,374.29**		**0.121**	**0.123**	**1**
Money Market Funds										
XXXX8090I	10133	JPMorgan US Gov Cap (OGVXX)	09/16/2016	11,013,756.60	11,013,756.60	11,013,756.60	0.030	0.029	0.030	1
			Subtotal and Average	**11,013,756.60**	**11,013,756.60**	**11,013,756.60**		**0.030**	**0.030**	**1**
			Total Investments and Average	**61,150,497.16**	**61,150,497.16**	**61,150,497.16**		**0.092**	**0.093**	**1**

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Fund HPC - Historic Preservation Corp
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
9808	10148	Frost Bk Public Fund Checking	06/30/2020	1,785,413.79	1,785,413.79	1,785,413.79	0.010	0.009	0.010	1
			Subtotal and Average	**1,785,413.79**	**1,785,413.79**	**1,785,413.79**		**0.010**	**0.010**	**1**
			Total Investments and Average	**1,785,413.79**	**1,785,413.79**	**1,785,413.79**		**0.010**	**0.010**	**1**

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Fund SFI - Self-Funded Insurance
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Frost Bank										
5742	10142	Frost Bk Public Fund Checking	07/01/2019	800,000.00	800,000.00	800,000.00				1
			Subtotal and Average	**800,000.00**	**800,000.00**	**800,000.00**		**0.000**	**0.000**	**1**
Investment Pools										
888888885	10138	Corporate Overnight	11/16/2017	0.00	0.00	0.00				1
888888881	10144	Government Overnight Fund	10/24/2018	5,228,423.18	5,228,423.18	5,228,423.18	0.090	0.088	0.090	1
			Subtotal and Average	**5,228,423.18**	**5,228,423.18**	**5,228,423.18**		**0.089**	**0.090**	**1**
			Total Investments and Average	**6,028,423.18**	**6,028,423.18**	**6,028,423.18**		**0.077**	**0.078**	**1**

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Fund SLATR - Slayden Trust
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
888888883	10020	TexPool Investment Pool	09/01/2008	4,241.62	4,241.62	4,241.62	0.147	0.145	0.147	1
			Subtotal and Average	**4,241.62**	**4,241.62**	**4,241.62**		**0.145**	**0.147**	**1**
			Total Investments and Average	**4,241.62**	**4,241.62**	**4,241.62**		**0.145**	**0.147**	**1**

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Fund STUDENT - Student Activity
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
888888883	10114	TexPool Investment Pool	11/30/2012	2,717,575.84	2,717,575.84	2,717,575.84	0.147	0.145	0.147	1
			Subtotal and Average	**2,717,575.84**	**2,717,575.84**	**2,717,575.84**		**0.145**	**0.147**	**1**
			Total Investments and Average	**2,717,575.84**	**2,717,575.84**	**2,717,575.84**		**0.145**	**0.147**	**1**

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Fund TECP - TECP
Investments by Fund
September 30, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Money Market Funds										
XXXX3389B	10134	JPMorgan US Gov Cap (OGVXX)	09/16/2016	12,580.53	12,580.53	12,580.53	0.030	0.029	0.030	1
			Subtotal and Average	**12,580.53**	**12,580.53**	**12,580.53**		**0.030**	**0.030**	**1**
			Total Investments and Average	**12,580.53**	**12,580.53**	**12,580.53**		**0.030**	**0.030**	**1**

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PATTERSON & ASSOCIATES

INVESTMENT PROFESSIONALS

San Antonio I.S.D.
Texas Compliance Change in Val Report
Sorted by Fund
July 1, 2020 - September 30, 2020

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
Fund: Building Fund - QSCB									
10131	JPMGOV	BFQSCB	09/16/2016	0.74	5,298.39	1.02	0.00	1.02	5,299.41
XXXX9324C	5,299.41	0.030	/ /	1.02	5,298.39	1.02	0.00	1.02	5,299.41
	Sub Totals For: Fund: Building Fund - QSCB			0.74	5,298.39	1.02	0.00	1.02	5,299.41
				1.02	5,298.39	1.02	0.00	1.02	5,299.41
Fund: Building Fund-2000									
10015	TXSTAR	BLD00	09/01/2008	0.00	0.00	0.00	0.00	0.00	0.00
888888882	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
	Sub Totals For: Fund: Building Fund-2000			0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: Building Fund-2001									
10011	LSGO	BLD01	09/01/2008	0.00	0.00	0.00	0.00	0.00	0.00
888888881	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
	Sub Totals For: Fund: Building Fund-2001			0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: Building Fund-2018									
10143	TXDALY	BLD18	07/25/2018	1,771.17	4,129,113.84	1,771.17	0.00	1,771.17	4,130,885.01
1285-02	4,130,885.01	0.140	/ /	1,771.17	4,129,113.84	1,771.17	0.00	1,771.17	4,130,885.01
	Sub Totals For: Fund: Building Fund-2018			1,771.17	4,129,113.84	1,771.17	0.00	1,771.17	4,130,885.01
				1,771.17	4,129,113.84	1,771.17	0.00	1,771.17	4,130,885.01
Fund: Building Fund-2019									
10146	TXSTAR	BLD19	08/20/2019	63,208.75	140,440,424.77	26,277,835.79	51,938,308.49	-25,660,472.70	114,779,952.07
888888882	114,779,952.07	0.133	/ /	63,208.75	140,440,424.77	26,277,835.79	51,938,308.49	-25,660,472.70	114,779,952.07

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
	Sub Totals For: Fund: Building Fund-2019			63,208.75	140,440,424.77	26,277,835.79	51,938,308.49	-25,660,472.70	114,779,952.07
				63,208.75	140,440,424.77	26,277,835.79	51,938,308.49	-25,660,472.70	114,779,952.07
Fund: Building Fund-2020									
10147	TXPOOL	BLD20	08/20/2020	8,802.80	0.00	50,008,802.80	0.00	50,008,802.80	50,008,802.80
888888883	50,008,802.80	0.147	/ /	8,802.80	0.00	50,008,802.80	0.00	50,008,802.80	50,008,802.80
	Sub Totals For: Fund: Building Fund-2020			8,802.80	0.00	50,008,802.80	0.00	50,008,802.80	50,008,802.80
				8,802.80	0.00	50,008,802.80	0.00	50,008,802.80	50,008,802.80
Fund: Building Fund-1997									
10010	LSGO	BLD97	09/01/2008	0.00	0.00	0.00	0.00	0.00	0.00
888888881	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
	Sub Totals For: Fund: Building Fund-1997			0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: Building Fund-1999									
10122	TXPOOL	BLD99	01/29/2014	0.00	0.00	0.00	0.00	0.00	0.00
888888883	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
	Sub Totals For: Fund: Building Fund-1999			0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: Child Nutrition									
10141	FBPFC	CN	07/01/2019	0.00	146,225.35	5,191,684.78	5,265,833.63	-74,148.85	72,076.50
5769	72,076.50	0.000	/ /	0.00	146,225.35	5,191,684.78	5,265,833.63	-74,148.85	72,076.50
10145	LSGO	CN	08/02/2019	2,730.13	8,341,503.48	1,896,869.80	2,413,458.70	-516,588.90	7,824,914.58
888888881	7,824,914.58	0.090	/ /	2,730.13	8,341,503.48	1,896,869.80	2,413,458.70	-516,588.90	7,824,914.58
	Sub Totals For: Fund: Child Nutrition			2,730.13	8,487,728.83	7,088,554.58	7,679,292.33	-590,737.75	7,896,991.08
				2,730.13	8,487,728.83	7,088,554.58	7,679,292.33	-590,737.75	7,896,991.08
Fund: Debt Service									
10008	LSGO	DEBTSVC	09/01/2008	7,424.74	32,743,401.30	4,018,390.58	22,845,620.95	-18,827,230.37	13,916,170.93
888888881	13,916,170.93	0.090	/ /	7,424.74	32,743,401.30	4,018,390.58	22,845,620.95	-18,827,230.37	13,916,170.93

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
10115	TXPOOL	DEBTSVC	12/04/2012	11,361.44	29,750,162.83	5,544,425.03	19,000,000.00	-13,455,574.97	16,294,587.86
888888883	16,294,587.86	0.147	/ /	11,361.44	29,750,162.83	5,544,425.03	19,000,000.00	-13,455,574.97	16,294,587.86
10132	JPMGOV	DEBTSVC	09/16/2016	1,477.82	10,504,819.53	2,029.46	0.00	2,029.46	10,506,848.99
XXXX8048G	10,506,848.99	0.030	/ /	2,029.46	10,504,819.53	2,029.46	0.00	2,029.46	10,506,848.99
10135	DBF	DEBTSVC	08/15/2012	192,126.85	25,551,449.67	3,207,075.38	0.00	3,207,075.38	28,758,525.05
7290A	28,758,525.05	2.800	08/15/2028	355,732.96	25,551,449.67	3,207,075.38	0.00	3,207,075.38	28,758,525.05
	Sub Totals For: Fund: Debt Service			212,390.85	98,549,833.33	12,771,920.45	41,845,620.95	-29,073,700.50	69,476,132.83
				376,548.60	98,549,833.33	12,771,920.45	41,845,620.95	-29,073,700.50	69,476,132.83
Fund: Edison Endowment									
10023	TXPOOL	EDITR	09/01/2008	0.92	1,945.78	0.92	0.00	0.92	1,946.70
888888883	1,946.70	0.147	/ /	0.92	1,945.78	0.92	0.00	0.92	1,946.70
	Sub Totals For: Fund: Edison Endowment			0.92	1,945.78	0.92	0.00	0.92	1,946.70
				0.92	1,945.78	0.92	0.00	0.92	1,946.70
Fund: General Disbursement									
10009	LSGO	GENERAL	09/01/2008	4,172.64	20,949,609.24	45,522,325.14	51,018,152.50	-5,495,827.36	15,453,781.88
888888881	15,453,781.88	0.090	/ /	4,172.64	20,949,609.24	45,522,325.14	51,018,152.50	-5,495,827.36	15,453,781.88
10012	TXSTAR	GENERAL	09/01/2008	4,110.27	15,082,543.60	40,504,110.27	41,500,000.00	-995,889.73	14,086,653.87
888888882	14,086,653.87	0.133	/ /	4,110.27	15,082,543.60	40,504,110.27	41,500,000.00	-995,889.73	14,086,653.87
10019	TXPOOL	GENERAL	09/01/2008	5,839.39	19,012,099.15	47,505,839.39	52,500,000.00	-4,994,160.61	14,017,938.54
888888883	14,017,938.54	0.147	/ /	5,839.39	19,012,099.15	47,505,839.39	52,500,000.00	-4,994,160.61	14,017,938.54
10133	JPMGOV	GENERAL	09/16/2016	2,482.44	21,009,970.86	3,785.74	10,000,000.00	-9,996,214.26	11,013,756.60
XXXX8090I	11,013,756.60	0.030	/ /	3,785.74	21,009,970.86	3,785.74	10,000,000.00	-9,996,214.26	11,013,756.60
10137	FBPFC	GENERAL	07/01/2019	0.00	8,809,886.25	21,332,767.30	23,564,287.28	-2,231,519.98	6,578,366.27
5777	6,578,366.27	0.000	/ /	0.00	8,809,886.25	21,332,767.30	23,564,287.28	-2,231,519.98	6,578,366.27
	Sub Totals For: Fund: General Disbursement			16,604.74	84,864,109.10	154,868,827.84	178,582,439.78	-23,713,611.94	61,150,497.16
				17,908.04	84,864,109.10	154,868,827.84	178,582,439.78	-23,713,611.94	61,150,497.16
Fund: Historic Preservatio									

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
10148	FBPFC	HPC	06/30/2020	40.39	1,785,373.40	68.05	0.00	40.39	1,785,413.79
9808	1,785,413.79	0.010	/ /	27.66	1,785,373.40	68.05	0.00	40.39	1,785,413.79
	Sub Totals For: Fund: Historic Preservatio			40.39	1,785,373.40	68.05	0.00	40.39	1,785,413.79
				27.66	1,785,373.40	68.05	0.00	40.39	1,785,413.79
Fund: Self-Funded Insuranc									
10138	LSCO	SFI	11/16/2017	0.00	0.00	0.00	0.00	0.00	0.00
888888885	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
10142	FBPFC	SFI	07/01/2019	0.00	475,242.49	34,855,889.78	34,531,132.27	324,757.51	800,000.00
5742	800,000.00	0.000	/ /	0.00	475,242.49	34,855,889.78	34,531,132.27	324,757.51	800,000.00
10144	LSGO	SFI	10/24/2018	1,004.55	1,789,102.48	19,089,227.39	15,649,906.69	3,439,320.70	5,228,423.18
888888881	5,228,423.18	0.090	/ /	1,004.55	1,789,102.48	19,089,227.39	15,649,906.69	3,439,320.70	5,228,423.18
	Sub Totals For: Fund: Self-Funded Insuranc			1,004.55	2,264,344.97	53,945,117.17	50,181,038.96	3,764,078.21	6,028,423.18
				1,004.55	2,264,344.97	53,945,117.17	50,181,038.96	3,764,078.21	6,028,423.18
Fund: Slayden Trust									
10020	TXPOOL	SLATR	09/01/2008	1.91	4,239.71	1.91	0.00	1.91	4,241.62
888888883	4,241.62	0.147	/ /	1.91	4,239.71	1.91	0.00	1.91	4,241.62
	Sub Totals For: Fund: Slayden Trust			1.91	4,239.71	1.91	0.00	1.91	4,241.62
				1.91	4,239.71	1.91	0.00	1.91	4,241.62
Fund: Student Activity									
10114	TXPOOL	STUDENT	11/30/2012	1,217.38	2,716,358.46	1,217.38	0.00	1,217.38	2,717,575.84
888888883	2,717,575.84	0.147	/ /	1,217.38	2,716,358.46	1,217.38	0.00	1,217.38	2,717,575.84
	Sub Totals For: Fund: Student Activity			1,217.38	2,716,358.46	1,217.38	0.00	1,217.38	2,717,575.84
				1,217.38	2,716,358.46	1,217.38	0.00	1,217.38	2,717,575.84
Fund: TECP									
10134	JPMGOV	TECP	09/16/2016	1.77	12,578.10	2.43	0.00	2.43	12,580.53
XXXX3389B	12,580.53	0.030	/ /	2.43	12,578.10	2.43	0.00	2.43	12,580.53

Inv # / Cusip	Issuer / Par Value	Fund / YTM	Purch Date / Mat Date	Interest Accrual / Interest Received	Beginning Book Value / Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value / Ending Market Value
		Sub Totals For: Fund: TECP		1.77	12,578.10	2.43	0.00	2.43	12,580.53
				2.43	12,578.10	2.43	0.00	2.43	12,580.53
		Report Grand Totals:		307,776.10	343,261,348.68	304,964,121.51	330,226,700.51	-25,262,606.66	317,998,742.02
				473,225.36	343,261,348.68	304,964,121.51	330,226,700.51	-25,262,606.66	317,998,742.02

Notes to September 2020 Quarterly Report:

Quarterly Investment Report (QIR):

The Total amount of interest earned for the quarter on the QIR is $473,225.36.

No discrepancies to report.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Monthly Budget Reports and Amendments for February 2021**

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

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

PRESENTER: Larry A. Garza

MEETING DATE: February 8, 2021

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 February 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.
[X] 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

February 2021

2020-21 Budget Amendment # 6

General Fund

I. **INCREASE FUND BALANCE**	**Requested By:**	**Amount**
A. Increase Estimated Revenue:		
		-
B. Decrease Appropriations:		
		$ -
		-
I. Total transactions increasing Fund Balance		**$ -**

II. **DECREASE FUND BALANCE**	**Requested By:**	**Amount**
A. Increase Appropriations:		
		-
B. Decrease Estimated Revenue:		
		$ -
		-
II. Total transactions decreasing Fund Balance		**$ -**

III. **NO CHANGE TO FUND BALANCE**	**Requested By:**	**Amount**
A. Decrease Estimated Revenue and Appropriations:		
Insurance Recovery- Computer Loss	D. Girard	800
Dual Credit Stipends Fall 2020	E. Ozuna	37,800
		$ 38,600
B. Increase Estimated Revenue and Appropriations:		
		$
		-
C. Decrease Appropriations and Increase Transfers Out to Other Uses		
		-
III. Total transactions with no impact on Fund Balance		**$ 38,600**

IV. Net increase (decrease) to General Fund Balance for this Budget Amendment	**$ -**

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 6
For FEBRUARY 2021
Board Agenda
GENERAL OPERATING FUND

REVENUE	Budget As Adopted July 1, 2020	Budget as Amended	Administrative Adjustments # 6	BA No. 6 Changes	Budget As Amended Thru BA # 6
5700 Local	$ 219,700,680	$ 217,506,113	$ -	$ 38,600	$ 217,544,713
5800 State	267,514,240	269,720,028	-	-	269,720,028
5900 Federal	11,200,000	11,194,212	-	-	11,194,212
Total Revenue	498,414,920	498,420,353	-	38,600	498,458,953
7900 Other Resources	-	-	-		-
Total Revenue & Other Resources	**$ 498,414,920**	**$ 498,420,353**	**$ -**	**$ 38,600**	**$ 498,458,953**
APPROPRIATIONS					
11 Instruction	$ 282,883,382	$ 282,379,632	$ 1,103,672	$ 37,800	$ 283,521,104
12 Inst Resources & Media	5,585,145	5,634,833	(34,179)	-	5,600,654
13 Curriculum & Prof. Dev.	16,598,834	16,320,397	(673,798)	-	15,646,599
21 Instructional Administration	10,391,568	10,370,688	(21,827)	800	10,349,661
23 School Leadership	34,426,518	34,479,457	7,547	-	34,487,004
31 Guidance & Counseling	15,864,967	15,677,365	(165,963)	-	15,511,402
32 Social Work Services	3,610,208	3,908,937	1,010	-	3,909,947
33 Health Services	9,566,496	9,633,921	(9,054)	-	9,624,867
34 Student Transportation	11,609,701	11,592,965	(3,300)	-	11,589,665
35 Food Services	152,547	152,547	-	-	152,547
36 Cocurricular/Extracurricular	12,419,208	12,795,893	(6,266)	-	12,789,627
41 General Administration	16,673,399	16,484,855	46,936	-	16,531,791
51 Plant Maintenance	55,011,972	54,964,878	51,287	-	55,016,165
52 Security & Monitoring	6,840,688	6,841,120	-	-	6,841,120
53 Data Processing	11,446,198	11,631,931	(361,164)	-	11,270,767
61 Community Services	3,887,022	3,881,206	52,236	-	3,933,442
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest			-	-	
73 Debt Services- Other Costs			-	-	
81 Facilities Acq. & Construction	81,067	218,679	12,863	-	231,542
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	498,418,304	-	38,600	498,456,904
Other Uses	2,000	2,049	-	-	2,049
Total Appropriations & Other Uses	**$ 498,414,920**	**$ 498,420,353**	**$ -**	**$ 38,600**	**$ 498,458,953**
Beginning Fund Balance 7/01/20 [1]	$ 99,872,221	$ 99,872,221			$ 99,872,221 [1]
Net Revenue/Sources over (Appropriations) / (Uses)	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance 6/30/21	$ 99,872,221	$ 99,872,221	$ -	$ -	$ 99,872,221

1. Preliminary Projection as of June 30, 2020

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Fiscal Year 2020-2021

GENERAL FUND *

Through Reporting Period Ending December 31, 2020

REVENUES	Year-to-Date ** Amended Budget	Year-to-Date Realized	Difference Realized to Budget	% of Budget
LOCAL				
Taxes Current & Delinquent	$ 214,189,029	$ 103,620,513	$ (110,568,516)	48.38%
Interest Earnings	300,000	46,304	(253,696)	15.43%
Facility Rentals	270,000	14,853	(255,147)	5.50%
Athletic Gate Receipts	408,000	92,110	(315,890)	22.58%
Other Local Sources	2,377,684	1,781,459	(596,225)	74.92%
TOTAL LOCAL	217,544,713	105,555,240	(111,989,473)	48.52%
STATE				
Foundation & Avail Sch Fund	247,214,240	174,678,425	(72,535,815)	70.66%
TRS On-Behalf Contribution	22,500,000	10,041,292	(12,458,708)	44.63%
Other State Sources	5,788	7,188	1,400	124.19%
TOTAL STATE	269,720,028	184,726,905	(84,993,123)	68.49%
FEDERAL				
ROTC/Impact Aid	1,480,283	629,062	(851,221)	42.50%
SHARS	8,400,000	489,311	(7,910,689)	5.83%
Other Federal Sources	1,313,929	643,537	(670,392)	48.98%
TOTAL FEDERAL	11,194,212	1,761,910	(9,432,302)	15.74%
Total Revenue	498,458,953	292,044,054	(206,414,899)	58.59%
OTHER SOURCES				
Operating Transfer In	-	-	-	0.00%
Sale of Property	-	13,324	13,324	0.00%
Total Other Sources	-	13,324	13,324	0.00%
Total Revenue & Other Sources	**$ 498,458,953**	**$ 292,057,379**	**$ (206,401,575)**	**58.59%**

	EXPENDITURES	Year-to-Date Amended Budget	Year-to-Date Actual	Difference Actual to Budget	% of Budget
11	Instruction	283,613,281	115,651,009	167,962,272	40.78%
12	Inst Resources & Media	5,596,115	2,226,480	3,369,635	39.79%
13	Curriculum & Prof. Dev.	15,513,188	6,299,934	9,213,254	40.61%
21	Instructional Administration	10,347,437	5,697,074	4,650,363	55.06%
23	School Leadership	34,497,860	17,211,915	17,285,945	49.89%
31	Guidance & Counseling	15,516,425	6,839,141	8,677,284	44.08%
32	Social Work Services	3,909,947	1,715,598	2,194,349	43.88%
33	Health Services	9,624,522	3,981,785	5,642,737	41.37%
34	Student Transportation	11,589,665	4,772,012	6,817,653	41.17%
35	Food Services	152,547	303,230	(150,683)	198.78%
36	Cocurricular/Extracurricular	12,808,921	4,688,963	8,119,958	36.61%
41	General Administration	16,534,229	7,224,570	9,309,659	43.69%
51	Plant Maintenance	55,025,894	24,938,827	30,087,067	45.32%
52	Security & Monitoring	6,839,220	2,549,883	4,289,337	37.28%
53	Data Processing	11,270,767	5,623,800	5,646,967	49.90%
61	Community Services	3,931,819	1,695,691	2,236,128	43.13%
71	Debt Services- Principal	-	-	-	0.00%
72	Debt Services- Interest	-	-	-	0.00%
73	Debt Services- Other Costs	-	-	-	0.00%
81	Facilities Acq. & Construction	236,067	90,403	145,664	38.30%
93	Payments to Fiscal Agents/SSA	-	-	-	0.00%
95	Payments to JJAEP	50,000	-	50,000	0.00%
99	Other Intergovernmental Chgs	1,399,000	690,523	708,477	49.36%
	TOTAL EXPENDITURES	498,456,904	212,200,836	286,256,068	42.57%
	OTHER USES				
	Transfers Out	2,049	460	1,589	22.44%
	Total Other Uses	2,049	460	1,589	22.44%
	Total Expenditures & Other Uses	**$ 498,458,953**	**$ 212,201,295**	**$ 286,257,658**	**42.57%**
	Excess/(Deficit) Revenues and Expenditures in General Fund.	$ -	$ 79,856,083	$ 79,856,083	

* Encumbrances are not included and totals may vary due to rounding.
** YTD Amended Budget is as of month-end close for December.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Fiscal Year 2020-2021

GENERAL FUND *

Comparison of Actual Results for Current and Prior Year

Through Reporting Period Ending December 31, 2020

ACTUAL-TO-ACTUAL

REVENUES	2019-2020	2020-2021	Difference 2020 vs 2021	Percent Variance
Local	$ 98,370,667	$ 105,555,240	$ 7,184,573	7.30%
State	142,119,054	184,726,905	42,607,851	29.98%
Federal	2,443,004	1,761,910	(681,094)	(27.88%)
Total Revenues	242,932,725	292,044,054	49,111,329	20.22%
OTHER SOURCES				
Operating Transfer In	-	-	-	0.00%
Sale of Property	10,288	13,324	3,036	29.51%
Total Other Sources	10,288	13,324	3,036	29.51%
Total Revenues & Other Sources	**$ 242,943,013**	**$ 292,057,379**	**$ 49,114,366**	**20.22%**

Expenditures by Function	2019-2020	2020-2021	Difference 2020 vs 2021	Percent Variance
11 Instruction	116,859,701	115,651,009	(1,208,692)	(1.03%)
12 Inst Resources & Media	2,325,515	2,226,480	(99,035)	(4.26%)
13 Curriculum & Prof. Dev.	6,874,651	6,299,934	(574,717)	(8.36%)
21 Instructional Administration	4,551,308	5,697,074	1,145,766	25.17%
23 School Leadership	15,811,543	17,211,915	1,400,372	8.86%
31 Guidance & Counseling	7,049,103	6,839,141	(209,962)	(2.98%)
32 Social Work Services	1,482,527	1,715,598	233,071	15.72%
33 Health Services	3,990,034	3,981,785	(8,249)	(0.21%)
34 Student Transportation	5,696,678	4,772,012	(924,666)	(16.23%)
35 Food Services	337,325	303,230	(34,095)	(10.11%)
36 Cocurricular/Extracurricular	5,727,750	4,688,963	(1,038,787)	(18.14%)
41 General Administration	7,560,619	7,224,570	(336,049)	(4.44%)
51 Plant Maintenance	28,116,124	24,938,827	(3,177,297)	(11.30%)
52 Security & Monitoring	3,243,925	2,549,883	(694,042)	(21.40%)
53 Data Processing	4,932,489	5,623,800	691,310	14.02%
61 Community Services	1,883,018	1,695,691	(187,327)	(9.95%)
71 Debt Services	-	-	-	0.00%
81 Facilities Acq. & Construction	452,109	90,403	(361,706)	(80.00%)
93 Payments to Fiscal Agents/SSA	-	-	-	0.00%
95 Payments to JJAEP	-	-	-	0.00%
99 Intergovernmental Charges	676,709	690,523	13,814	2.04%
Total Expenditures	**217,571,127**	**212,200,836**	**(5,370,292)**	**(2.47%)**
Transfer Out/Other Uses	778	460	318	40.87%
Total Expenditures & Other Uses	**$ 217,571,905**	**$ 212,201,295**	**$ (5,369,974)**	**(2.47%)**
Excess/(Deficit) Revenues and Expenditures	$ 25,371,108	$ 79,856,083	$ 43,744,392	

Expenditures by Major Object Code				
6100 - Payroll Costs	$ 185,017,155	$ 181,956,223	$ (3,060,932)	(1.65%)
6200 - Professional and Contracted Services	18,100,513	16,045,284	(2,055,228)	(11.35%)
6300 - Supplies and Materials	9,963,852	10,104,670	140,818	1.41%
6400 - Other Operating Costs	4,264,035	4,073,867	(190,168)	(4.46%)
6500 - Debt Service	-	-	-	0.00%
6600 - Capital Outlay-Land, Bldgs & Equip.	225,574	20,792	(204,782)	(90.78%)
Total Expenditures	**$ 217,571,127**	**$ 212,200,836**	**$ (5,370,292)**	**(2.47%)**

* Encumbrances are not included and totals may vary due to rounding.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AMENDED BUDGET
For Fiscal Year Ending July 31, 2021

CODE	REVENUES	GENERAL FUND M&O Tax Rate $1.02105	FOOD SERVICE	DEBT SERVICE I&S Tax Rate $0.48125	TOTAL Tax Rate $1.50230
5700	Local Revenue	$ 217,544,713	$ 1,356,510	$ 93,579,675	$ 312,480,898
5800	State Revenue	269,720,028	168,410	-	269,888,438
5900	Federal Revenue	11,194,212	46,488,441	-	57,682,653
	TOTAL REVENUES	$ 498,458,953	$ 48,013,361	$ 93,579,675	$ 640,051,989
	APPROPRIATIONS				
0011	Instruction	$ 283,521,104	$ -	$ -	$ 283,521,104
0012	Instructional Resources & Media Svcs.	5,600,654	-	-	5,600,654
0013	Curriculum Development & Inst Staff Dev	15,646,599	-	-	15,646,599
0021	Instructional Leadership	10,349,661	-	-	10,349,661
0023	School Leadership	34,487,004	-	-	34,487,004
0031	Guidance, Counseling & Evaluation Svc.	15,511,402	-	-	15,511,402
0032	Social Work Services	3,909,947	-	-	3,909,947
0033	Health Services	9,624,867	-	-	9,624,867
0034	Student (Pupil) Transportation	11,589,665	-	-	11,589,665
0035	Food Services	152,547	45,501,109	-	45,653,656
0036	Cocurricular /Extracurricular Activities	12,789,627	-	-	12,789,627
0041	General Administration	16,531,791	-	-	16,531,791
0051	Plant Maintenance & Operations	55,016,165	2,988,748	-	58,004,913
0052	Security & Monitoring Services	6,841,120	-	-	6,841,120
0053	Data Processing Services	11,270,767	-	-	11,270,767
0061	Community Services	3,933,442	-	-	3,933,442
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	231,542	574,633	-	806,175
0093	Payments to Members SSA	-	-	-	-
0095	Payments to JJAEP	50,000	-	-	50,000
0099	Other Intergovernmental Charges	1,399,000	-	-	1,399,000
	TOTAL APPROPRIATIONS	$ 498,456,904	$ 49,064,490	$ 88,789,156	$ 636,310,550
	OTHER RESOURCES & USES				
7900	Other Resources	$ -	$ 2,049	$ -	$ 2,049
8900	Other Uses	(2,049)	-	-	(2,049)
		$ (2,049)	$ 2,049	$ -	$ -
	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	$ -	$ -	$ -	$ -

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Fiscal Year 2020-2021

Strategic Initiative Fund

For Posted Data Available through December 2020

		Beginning* Balance	Prior Changes YTD	Changes This Period	Current Balance
	ASSETS				
	Cash and Cash Equivalents	$ 3,096,126	$ -		$ 3,096,126
	INCREASES TO CASH:				
	QSCB Federal Subsidy Revenue	$ -	$ 1,164,335	$ -	$ 1,164,335
	Transfer in from General Ledger	$ 5,000,000		$ -	$ 5,000,000
	DECREASES TO CASH:				
	Payment for Prior Year Initiatives (A/P)	$ -	$ -	$ -	$ -
	Payment for District Initiatives	$ -	$ (2,538,113)	$ (679,838)	$ (3,217,951)
	Transfer Out for Construction/Renovation	$ -	$ -	$ -	$ -
	Purchase of Child Nutrition Warehouse	$ -	$ -	$ -	$ -
1000	**Total Assets**	**$ 8,096,126**	**$ (1,373,778)**	**$ (679,838)**	**$ 6,042,510**
	LIABILITIES AND FUND BALANCES				
	Liabilities & Pending Transfers:	$ -	$ -	$ -	$ -
2000	**Total Liabilities**	-	-	-	-
	FUND BALANCE:				
	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	(1,740,013)	(426,644)	-
13	Def Maint., Facilities Construction / Renovation or Land/Building Purchase	-	-	-	-
Proj #	Assigned Fund Balance:				
11	Facilities and Technology Projects	5,929,469	366,235	(253,194)	6,042,510
3000	Total Fund Balance	8,096,126	(1,373,778)	(679,838)	6,042,510
4000	**Total Liabilities and Fund Balances**	**$ 8,096,126**	**$ (1,373,778)**	**$ (679,838)**	**$ 6,042,510**

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

CALCULATION OF AVAILABLE FUND BALANCE:

FUND BALANCE:	For Posted Data Available through December 2020	$6,042,510
	Less Budget Appropriated or Accounts or Wages Payable	4,062,809
	Add Back Paid Expenditures Reflected in Balance Sheet	2,621,171
	AVAILABLE FUND BALANCE:	**$4,600,872**

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Fiscal Year 2020-2021

Professional Services managed by Board of Trustees

For Posted Data Available through December 2020

	Current Actual	Year to Date Actual
Legal Services- General Counsel (2020-21 Fiscal Year)		
Escamilla & Poneck, LLP	292,838	550,842
Audit Services (2019-20 Engagement Year)		
Garza, Gonzalez & Associates	-	-
Audit Services (2020-21 Engagement Year)		
Garza, Gonzalez & Associates	-	-
Legal Services- Financial Advisors (2020-21 Fiscal Year)		
Frost Bank	-	115,140
Total Professional Expenditures	**$ 292,838**	**$ 665,982**

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of General Contractor for 2021 Chiller Replacements at Six Campuses**

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

REQUESTED BY: Willie Burroughs, Chief Operations Officer

PRESENTER: Kedrick Wright, Deputy Chief Operations Officer, Operations Services

MEETING DATE: February 8, 2021

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the General Contractor's proposals for the 2021 Chiller Replacements at six campuses for RFCSP #21-001 "E" for Briscoe Elementary School; #21-001 "D" for De Zavala Elementary School; #21-001 "A" for Maverick Elementary School; #21-001 "C" for Crockett Academy; #21-001 "F" for Green Academy; and #21-001 "B" for Harris Middle School. SAISD Board Policy CV (LOCAL) delegates to the Superintendent or designee the authority to determine the appropriate project delivery and contract award method for construction that provides the best value to the District. Cooperative purchasing program was the procurement method for these projects and up to five quotes were received for the campuses. The best value recommendations were based on staff evaluations.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve staff's recommended proposals to award contracts to LC Mosel, Texas Chiller Systems, and REC Industries contracts for the installation of the central plant upgrades including chiller replacement for the campuses listed above and authorize the Superintendent to execute all associated contracts.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Budget codes: 661-81-6629-0X-XXX-0-99-XXX

School Name	Base Proposal includes Owner's Contingency	Contractor
Briscoe Elementary	$ 261,445	LC Mosel
Crockett Academy	$ 693,450	Texas Chiller Systems
De Zavala Elementary	$ 717,000	REC Industries
Green Academy	$ 507,873	LC Mosel
Harris Middle School	$ 1,464,670	LC Mosel
Maverick Elementary	$ 590,000	Texas Chiller Systems
Total Award Amount	$ 4,234,438	

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.

[X] 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.

[X] SAISD will ensure fiscal health.

[ ] SAISD will facilitate a successful Bond initiative and its implementation.

[X] 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.

Evaluation Criteria

Proposal Price and Construction Time	30 points
Experience and Reputation	25 points
Past Performance with SAISD	20 points
SWMBE Participation	10 points
Construction Management Qualifications	15 points
TOTAL	100 points

Bid Tabs

Project Name: 2021 Chiller Replacement At Briscoe ES

		Contractor #1	Contractor #2	Contractor #3	Contractor #4	Contractor #5	Contractor #6	**Contractor #7**	Contractor #8	Contractor #9	Contractor #10
Cat.	**Description**	Canyon Engineering and Environmental Services	Comfort-Air Engineering	Consolidated Service Co.	FloAire	Gillette Air Conditioning	HTX Industrial	**LC Mosel**	Performance Mechanical	REC Industries	Texas Chiller Systems
	PROPOSAL TABULATION:										
	Base Proposal	$435,696.00	$315,500.00	$301,266.00	$311,700.00	$355,456.00	$434,000.00	**$261,445.00**	$395,670.00	$318,200.00	$282,500.00
	Total Base	$435,696.00	$315,500.00	$301,266.00	$311,700.00	$355,456.00	$434,000.00	**$261,445.00**	$395,670.00	$318,200.00	$282,500.00
	To be Substantially Completed By: July 30, 2021							**Recommended**			

Base Proposal includes a $ 27,500.00 Owner's Contingency

Project Name: 2021 Chiller Replacement At Crockett Academy

		Contractor #1	Contractor #2	Contractor #3	Contractor #4	Contractor #5	Contractor #6	Contractor #7	Contractor #8	**Contractor #9**
Cat.	**Description**	AJ Monier Service	Comfort-Air Engineering	D.L. Bandy Constructors	Gillette Air Conditioning	HTX Industrial	LC Mosel	Performance Mechanical	REC Industries	**Texas Chiller Systems**
	PROPOSAL TABULATION:									
	Base Proposal	$899,050.00	$895,870.00	$852,072.00	$869,140.00	$813,000.00	$730,173.00	$896,200.00	$818,000.00	**$693,450.00**
	Total Base	$899,050.00	$895,870.00	$852,072.00	$869,140.00	$813,000.00	$730,173.00	$896,200.00	$818,000.00	**$693,450.00**
	To be Substantially Completed By: July 30, 2021									**Recommended**

Base Proposal includes a $42,550.00 Owner's Contingency

Project Name: 2021 Chiller Replacement At De Zavala ES						
		Contractor #1	Contractor #2	Contractor #3	Contractor #4	**Contractor #6**
Cat.	**Description**	Comfort-Air Engineering	D.L. Bandy Constructors	Gillette Air Conditioning	HTX Industrial	**REC Industries**
	PROPOSAL TABULATION:					
	Base Proposal	$777,000.00	$721,110.00	$897,414.00	$729,000.00	**$717,000.00**
	Total Base	$777,000.00	$721,110.00	$897,414.00	$729,000.00	**$717,000.00**
	To be Substantially Completed By: July 30, 2021					**Recommended**
Base Proposal includes a $ 60,650.00 Owner's Contingency						

Project Name: 2021 Chiller Replacement At Green Academy											
		Contractor #1	Contractor #2	Contractor #3	Contractor #4	Contractor #5	Contractor #6	Contractor #7	**Contractor #8**	Contractor #9	Contractor #10
Cat.	**Description**	Accu Aire Mechanical	Comfort-Air Engineering	Consolidated Service Co.	FloAire	Gillette Air Conditioning	HTX Industrial	K-Air	**LC Mosel**	Performance Mechanical	REC Industries
	PROPOSAL TABULATION:										
	Base Proposal	$563,224.00	$578,000.00	$571,554.00	$522,000.00	$724,252.00	$692,000.00	$588,075.00	**$507,673.00**	$693,017.00	$589,700.00
	Total Base	$563,224.00	$578,000.00	$571,554.00	$522,000.00	$724,252.00	$692,000.00	$588,075.00	**$507,673.00**	$693,017.00	$589,700.00
	To be Substantially Completed By: July 30, 2021								**Recommended**		
Base Proposal includes a $ 27,800.00 Owner's Contingency											

Project Name: 2021 Chiller Replacement At Harris MS											
		Contractor #1	Contractor #2	Contractor #3	Contractor #4	Contractor #5	**Contractor #6**	Contractor #7	Contractor #8	Contractor #9	Contractor #10
Cat.	**Description**	Comfort-Air Engineering	Consolidated Service Co.	D.L. Bandy Constructors	Gillette Air Conditioning	HTX Industrial	**LC Mosel**	Performance Mechanical	REC Industries	Texas Chiller Systems	Victoria Air Conditioning
	PROPOSAL TABULATION:										
	Base Proposal	$1,975,625.00	$1,632,545.00	$1,732,821.00	$1,873,835.00	$1,521,000.00	**$1,464,670.00**	$1,903,708.00	$1,639,800.00	$1,490,000.00	$1,624,400.00
	Total Base	$1,975,625.00	$1,632,545.00	$1,732,821.00	$1,873,835.00	$1,521,000.00	**$1,464,670.00**	$1,903,708.00	$1,639,800.00	$1,490,000.00	$1,624,400.00
	To be Substantially Completed By: July 30, 2021						**Recommended**				
Base Proposal includes a $ 69,400.00 Owner's Contingency											

Project Name: 2021 Chiller Replacement At Maverick ES										
		Contractor #1	Contractor #2	Contractor #3	Contractor #4	Contractor #5	Contractor #6	Contractor #7	Contractor #8	**Contractor #9**
Cat.	**Description**	Accu Aire Mechanical	Canyon Engineering and Environmental Services	Comfort-Air Engineering	Consolidated Service Co.	Gillette Air Conditioning	HTX Industrial	LC Mosel	REC Industries	**Texas Chiller Systems**
	PROPOSAL TABULATION:									
	Base Proposal	$618,557.00	$740,530.00	$715,025.00	$696,160.00	$727,355.00	$646,000.00	$643,828.00	$678,900.00	**$590,000.00**
	Total Base	$618,557.00	$740,530.00	$715,025.00	$696,160.00	$727,355.00	$646,000.00	$643,828.00	$678,900.00	**$590,000.00**
	To be Substantially Completed By: July 30, 2021									**Recommended**
Base Proposal includes a $33,950.00 Owner's Contingency										