



BOARD BUSINESS MEETING B

Monday, February 27, 2023

5:30 PM

Board Room

**514 W. Quincy Street
San Antonio, TX 78212**

AGENDA

1. Meeting Called to Order

A. Roll Call of Board Members Present and Declaration of Quorum Present _____
Absent

1. Mrs. Christina Martinez
2. Ms. Alicia Sebastian
3. Mr. Arthur Valdez
4. Mr. Ed Garza
5. Ms. Leticia Ozuna
6. Mrs. Patti Radle
7. Mrs. Sarah Sorensen

B. Recording of Superintendent Present

1. Dr. Jaime Aquino

C. Pledge of Allegiance to the U. S. Flag

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

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

2. Governance

- | | |
|---|----|
| A. Presentation on <i>Always Learning</i> : San Antonio ISD's Strategic Management Plan | 4 |
| B. Approval of SAISD's Legislative Priorities for the 88th Session of the Texas Legislature | 6 |
| C. Approval of the 2023-2024 SAISD Instructional Calendar | 8 |
| D. Approval to submit the Staff Development Minutes Waiver to the Texas Education Agency (TEA) for the 2023-2024 School Year | 16 |
| E. Approval of Resolution Authorizing Employee Pay for Inclement Weather Closures Up To and Including a Total of Five School Days | 18 |

BOARD OF TRUSTEES

Christina Martinez, President
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary
Ed Garza, Trustee

Leticia Ozuna, Trustee
Patti Radle, Trustee

Sarah Sorensen, Trustee
Dr. Jaime Aquino, Superintendent



During the 2023-2024 School Year and to Apply for Missed School Day Waivers as Necessary

3. Consent Agenda

- A. Approval for Student Travel for the Advanced Learning Academy (ALA), CAST Med HS, and CAST Tech HS to the Universidad de las Américas Puebla (UDLAP) 22
- B. Approval for Student Travel for Twain Dual Language Academy to San Juan, Puerto Rico 25
- C. Approval of the Purchase of Enhancements to Qualtrics 28
- D. Approval of the Memorandum of Understanding (MOU) between SAISD PD and City of San Antonio – San Antonio Police Department 30
- E. Approval of the Memorandum of Understanding (MOU) between SAISD PD and City of San Antonio – San Antonio Police Department for Support to Off-Duty Services 37
- F. Approval of the Memorandum of Understanding (MOU) Between SAISD and the East Central ISD Police Department (ECPD) 41
- G. Approval of the Counseling Program Affiliation Agreement (Agreement) Between SAISD and Texas A&M University San Antonio (A&M San Antonio) 45
- H. Approval of the Memorandum of Understanding (MOU) Between SAISD and the Texas Diaper Bank 61
- I. Approval of the Purchase of Sirius Education Solutions 69
- J. Approval of General Contractor for Transition Restoration Package for Thomas Jefferson High School 72
- K. Approval of Minor General Contractor for the Site Utilities Package for Athletic Fields Improvements at Spring Sports Complex 75
- L. Approval of the Contract with Gaggle for the Student Safety Solutions 78
- M. Approval of Procurement Services’ Recommendations for Bids, Proposals, and Awards 103
- N. Approval of Minutes for the following meetings:
 - 1. January 9, 2023 Board Business Meeting A 126
 - 2. January 23, 2023 Board Business Meeting B 128

4. Closed Session

- A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076)
 - 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)

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Dr. Jaime Aquino, Superintendent



- 2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification, and dismissal of an employee. (TGC 551.071 and TGC 551.074)
- 3. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
- 4. Consultation with attorney and discussion of status of case and possible resolution in DOCKET NO. 029-LH-01-2023; SAISD v. Antoinette Mitchell before the Commissioner of Education. (TGC 551.071 and TGC 551.074)
- 5. Consultation with Legal Counsel related to legal issues on the purchase of Cybersecurity services for the District. (TGC 551.071 and TGC 551.076)
- 6. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
- 7. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
- 8. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
- 9. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
- B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.
- 5. Adjournment
 - A. Adjournment
- 6. Trustees Q&A Document Related to the Agenda 133

NOTICE:

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

Any individual in need of services for the visually-impaired, the hearing-impaired, and/or non-English speakers should call the Board Services Office at (210) 554-2289 by 12:00 p.m. on the date of the meeting.

BOARD OF TRUSTEES



Christina Martinez, President	Arthur V. Valdez, Secretary	3 Leticia Ozuna, Trustee	Sarah Sorensen, Trustee
Alicia Sebastian, Vice President	Ed Garza, Trustee	Patti Radle, Trustee	Dr. Jaime Aquino, 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.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Presentation on *Always Learning: San Antonio ISD's Strategic Management Plan*

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: John Norman, Chief Strategy Officer

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will hear an overview of the final draft of *Always Learning: San Antonio ISD's Strategic Management Plan*. *Always Learning* incorporates the best ideas from administrative staff as well as feedback from thousands of SAISD employees and community members that resulted in hundreds of changes. *Always Learning* follows our Board of Trustees' commitment to student outcomes through an inclusive and powerful declaration statement and an ambitious set of goals and guardrails.

In November 2022, San Antonio ISD leadership spent one month building out the first draft of *Always Learning*. A coaching team of more than 50 staff members — across campuses and the district — read and edited the draft, line by line, in December 2022 resulting in a second draft, which was published to all staff and the community in January 2023. That month every employee was asked to offer specific feedback using a survey. By mid-January, more than 4,800 individual responses were received. External community engagement continued through the month of February with a survey similar to that completed by our staff, an *Always Learning* Focus Group, a district-wide Gathering of Community Voices, and a culminating Community Summit.

District staff are systematically compiling and analyzing the feedback received from district employees and community members. The next draft will be informed by this feedback, with the goal to present to the Board and the broader community a plan that reflects our community's authentic needs and its highest aspirations for our students. Staff will also acknowledge that this plan will be a living document that will be updated and improved into the future, as we learn what is working and where we need to adjust course to meet our long-term goals. Finally, staff will share the next steps in implementation of *Always Learning*, including our plan for progress monitoring and the creation of SAISD's Children's Cabinet.

More information on the *Always Learning* plan and process can be found on our public website here: <https://www.saisd.net/page/supt-always-learning-intro>.

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

- <https://youtu.be/2xp7XEPDB3I>
- [Always Learning](#)

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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

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

Improve College Readiness for Students with Disabilities - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

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

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

Embrace Our Community - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.

Support Excellent Schools in Every Neighborhood - The Superintendent will not allow any neighborhood to be without a high-quality school.

Create Safe Environments - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.

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

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of SAISD’s Legislative Priorities for the 88th Session of the Texas Legislature

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Anna Alicia Romero, Director of Legislative and External Affairs

MEETING DATE: Feb. 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the district’s legislative priorities for the 88th Session of the Texas Legislature. The seven legislative priorities are:

- Finance
- School Safety
- Accountability
- Academics and Curriculum
- Local Control
- Teacher Shortage
- Technology

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the legislative priorities as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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SAISD BOARD AGENDA SUMMARY FORM

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

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Patti Salzmann

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the 2023-2024 SAISD Instructional Calendar. The calendar was developed in collaboration with staff, parents, and Professional Consultation. Calendars A, B, and C are included in the agenda documentation. The official results will be shared during the Board meeting.

Please note: The video and pdf presentation reference Governance items 2C, 2D, and 2E.

- https://youtu.be/63vtx_HutrQ
- [SAISD Instructional Calendar](#)

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

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

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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2023-2024 INSTRUCTIONAL CALENDAR

OPTION A

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

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

GRADING PERIODS

1st Grading Per. - Aug. 14 - Oct. 13
 2nd Grading Per. - Oct. 16 - Dec. 15
 3rd Grading Per. - Jan. 3 - Mar. 8
 4th Grading Per. - Mar. 19 - May 31

ADDITIONAL NOTES

First Day: Aug. 14, 2023
 Last Day: May 31, 2024 *Early Release
 10 First Semester: Aug. 14 - Dec. 15
 Second Semester: Jan. 3 - May 31



2023-2024 INSTRUCTIONAL CALENDAR

OPTION B

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

GRADING PERIODS

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

ADDITIONAL NOTES

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



CALENDARIO ACADÉMICO 2023-2024

OPCIÓN A

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

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CLAVE DEL CALENDARIO

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

PERIODOS DE CALIFICACIÓN

- 1.er ciclo de calif. - 14 de ago. - 13 de oct.
- 2.º ciclo de calif. - 16 de oct. - 15 de dic.
- 3.er ciclo de calif. - 3 de ene. - 8 de mar.
- 4.º ciclo de calif. - 19 de mar. - 31 de mayo

NOTAS ADICIONALES

- 13 Primer día: 14 de ago. de 2023
- Último día: 31 de mayo de 2024 ***Salida temprana**
- Primer semestre: 14 de ago. - 15 de dic.
- Segundo semestre: 3 de ene. - 31 de mayo



CALENDARIO ACADÉMICO 2023-2024

OPCIÓN B

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CLAVE DEL CALENDARIO

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

PERIODOS DE CALIFICACIÓN

NOTAS ADICIONALES

- 1.er ciclo de calif. - 15 de ago. - 13 de oct.
- 2.º ciclo de calif. - 17 de oct. - 15 de dic.
- 3.er ciclo de calif. - 3 de ene. - 8 de mar.
- 4.º ciclo de calif. - 19 de mar. - 31 de mayo

- 14 Primer día: 15 de ago. de 2023
- Último día: 31 de mayo de 2024 ***Salida temprana**
- Primer semestre: 15 de ago. - 15 de dic.
- Segundo semestre: 3 de ene. - 31 de mayo



CALENDARIO ACADÉMICO 2023-2024

OPCIÓN C

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CLAVE DEL CALENDARIO

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

PERIODOS DE CALIFICACIÓN

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

NOTAS ADICIONALES

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

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval to submit the Staff Development Minutes Waiver to the Texas Education Agency (TEA) for the 2023-2024 School Year

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Patti Salzmann

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the submission of the Staff Development Minutes Waiver application to the Texas Education Agency (TEA) for the 2023-2024 school year. Due to the repeal of the seven-hour school day requirement by House Bill (HB) 2442 and the flexibilities provided by 75,600 minutes of operation, school districts that meet certain requirements may release students early from school and still receive full Average Daily Attendance (ADA) funding. In, addition, the Staff Development Minutes Waiver ensures that a maximum of 2,100 waiver minutes may be used for professional development in place of student instruction for the 2023-2024 school year in the event these minutes should be needed due to inclement weather.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approves the submission of the Staff Development Minutes Waiver application to the Texas Education Agency (TEA) for the 2023 – 2024 school year.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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

Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

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

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

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Resolution Authorizing Employee Pay for Inclement Weather Closures Up To and Including a Total of Five School Days During the 2023-2024 School Year and to Apply for Missed School Day Waivers as Necessary**

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

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Patti Salzmann, Deputy Superintendent

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve a resolution authorizing employee payment during inclement weather closures, authorizing the Superintendent to approve pay for up to 5 days during the 2023-2024 school year, if necessary, and authorizing the Superintendent to apply for missed schools days waivers to the Texas Education Agency, if offered. The Board will determine, in adopting this resolution, that payment to these employees, as determined by the Superintendent, serves a public purpose as described in the resolution.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolve that the Board discuss and approve the resolution to authorize the Superintendent to make payments to authorized employees as presented in the resolution.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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

Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

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

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



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
A RESOLUTION AUTHORIZING EMPLOYEE PAYMENT DURING
CLOSURE FOR INCLEMENT WEATHER DAYS
2023 – 2024 SCHOOL YEAR

WHEREAS, the Code of Federal Regulations (C.F.R.) and the Fair Labor Standards Act (FLSA) governs employment relations; and

WHEREAS, the C.F.R. (Section 541.602) and FLSA, allows the District to adopt a policy to pay employees based on their normal work schedule and normal rate of pay during shutdowns due to the inclement weather days that require the District to close on an emergency basis and prevent the District from operating normally; and

WHEREAS, the Board intends to authorize the Superintendent to seek a waiver, if necessary, from the Texas Education Agency to allow students and staff to not make up no more than five days the District is closed because of a closure due to inclement weather, thereby keeping the present approved academic calendar in effect for the 2023-2024 school year; and

WHEREAS, the Board anticipates that the waiver will be approved by the Texas Education Agency; and

WHEREAS, the School Board has chosen to pay all SAISD permanent full-time contract employees, full time at-will employees, permanent fulltime paraprofessional employees, permanent fulltime classified employees, and any other regularly established positions, their established rate of pay, as determined by the Superintendent or his designee, during District shutdowns due to inclement weather closure days for up to a total of five school days during the 2023-2024 school year, and

WHEREAS, the School Board has determined that paying the employees identified above serves a public purpose and that the District received a benefit from both allowing employees, at the District's discretion, to remain home during shutdowns due to closure for inclement weather, and in retention of those same employees; and

WHEREAS, as to non-exempt employees who are called on to work during this emergency closing, the Board further concludes that providing these employees with compensatory pay in addition to their normal pay, as determined by the Superintendent of Schools, serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Superintendent of Schools to apply to the Texas Education Agency for a waiver, if necessary, allowing students and staff to not be required to make up the day(s) the District closes because of inclement weather; and

BE IT FURTHER RESOLVED that, in the event that a waiver is approved by the Texas Education Agency or the Superintendent determines a waiver is not necessary, the Board authorizes the Superintendent of Schools to pay all employees, identified above, their established rate of pay, as determined by the Superintendent or his designee, for up to a total of five school days during the 2023-2024 school year, when the employees are required to not report to work as a result of inclement weather; and

BE IT FURTHER RESOLVED that specified essential non-exempt employees who were required to report to work during the emergency closing shall be provided compensatory pay in an amount equal to the number of hours they reported to work during the emergency closing. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law.

PASSED, ADOPTED AND APPROVED this the day of February 27, 2023.

APPROVED:

Christina Martinez,
Board President
San Antonio I.S.D.

ATTEST:

Arthur V. Valdez
Board Secretary
San Antonio I.S.D.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval for Student Travel for the Advanced Learning Academy (ALA), CAST Med HS, and CAST Tech HS to the Universidad de las Américas Puebla (UDLAP)

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: John Norman, Chief Strategy Officer

PRESENTER: John Norman

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the student travel to the Universidad de las Américas Puebla (UDLAP), and Mexico City. The university is known for its programs in arts and humanities, social sciences, science and engineering, and business and economics. UDLAP is a U.S. accredited university established in 1940. It is also a multicultural and multilingual university ranked as the 4th best private university and 9th best overall in Mexico.

CAST Schools is planning four (4) trips to Mexico for the 2023-2024 school year, in partnership with both UDLAP and the U.S. Mexico Foundation:

- The Advanced Learning Academy (ALA) will take an estimated eighty to one hundred 10th grade students on a five- to six-day trip during the late fall, early winter 2023. The trip will be open to all students from that grade level who meet criteria for travel.
- CAST Med HS will take an estimated forty to sixty students in grade 10 on a five-day trip during the late fall, early winter 2023. The trip will be open to all students from that grade level who meet criteria for travel.
- CAST Tech HS will take an estimated 60 to 100 students in grades 11-12, tentatively scheduled for Spring 2024. This itinerary will be modeled after the ALA and CAST Med trips.

- CAST Schools will also invite the approximately 30 students on its network-wide student advisory for network leadership to a leadership trip to Mexico City led by the U.S. Mexico Foundation. That advisory group includes five students from each of the six CAST Schools.

Modeled after tours USMF provides to US diplomats and Brown University college students, the focus is on meeting with leaders of Mexican corporations, government, and education, and visiting cultural institutions. Chaperones will include network staff and at least one teacher or administrator from each of the CAST campuses.

Through the UDLAP experience, students will immerse themselves in a comprehensive language and cultural educational program over 5 to 6 days focused across a range of experiences including historical, cultural, linguistic, and academic cátedras on social movements, study of the Mexican educational, economic, and political systems, various museum and archeological visits, and a university residential living experience at UDLAP and Puebla/Cholula, Mexico. As the partnership develops, students from across the network will have additional opportunities for travel, including optional summer trips.

Expenses for this trip will be collaboratively funded by students and their families and/or through the CAST Network. Students will travel via airlines with SAISD District staff, campus leadership, and teaching staff acting as chaperones. For the UDLAP trip, students and chaperones will be housed at the university. For the student leadership trip, hotel travel will be arranged by the US Mexico Foundation.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve student travel to Universidad de las Américas Puebla (UDLAP) in Puebla, Mexico, and Mexico City, Mexico.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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

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

Improve College Readiness for Students with Disabilities - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

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

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

Embrace Our Community - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.

Support Excellent Schools in Every Neighborhood - The Superintendent will not allow any neighborhood to be without a high-quality school.

Create Safe Environments - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.

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

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval for Student Travel for Twain Dual Language Academy to San Juan, Puerto Rico

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: John Norman, Chief Strategy Officer

PRESENTER: John Norman
 David Garcia, Principal, Twain Dual Language Academy

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve student travel to the University of Puerto Rico at Rio Piedras, Universidad Ana G. Mendez, Caguas Private School, and San Juan, Puerto Rico. This travel experience is meant to enrich the development of the three pillars of dual language education: 1) enhancement of bilingualism and bi-literacy, 2) high academic achievement in both languages, and 3) social cultural competence.

This will be the first cohort for Twain DLA to travel abroad and will take approximately thirty-five students from grade 8 on a six-day trip during mid-late May 2023, after the administration of state assessments. The trip will be open to all students from that grade level who meet criteria for travel. Twain DLA is planning for this trip to be offered to the next cohort of students in grade 8 during the 2023-24 school year.

Through this experience, students will immerse themselves in a comprehensive language and cultural education program over 6 days and 5 nights, focused across a range of experiences including language, academic, historical, and cultural:

- Campus tour de la Universidad Ana G Méndez Recinto de Gurabo, en San Juan, Puerto Rico.
- Campus tour of University of Puerto Rico at Rio Piedras
- Collaboration with Caguas Private School - Middle School
- University faculty presentation about climatic and environmental challenges of the region like hurricanes, earthquakes, and implications on island operations and daily life

- Visit cultural sites such as the Taino village, El Morro, old San Juan, the Capitol building, historical and art museums, tour of Loiza, El Batey Hermanos Ayala, and Instituto Samuel Lin
- Community service project opportunities such as beach, shoreline, or forest cleanup.
- Culinary experiences with local ingredients
- Visit El Yunque National Park to explore flora and fauna

Expenses for this trip will be funded by the Twain DLA and student families. Student expense assistance will be awarded as necessary. Students will travel via airplane under the supervision of SAISD staff and parent chaperones, including Twain DLA administration, teaching staff, and approved / vetted parents to serve as chaperones. Accommodations are tentative, pending board approval, and will be finalized at least 60 days prior to departure. The itinerary will be finalized and shared at least 30 days prior to departure.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve Twain Dual Language Academy student travel to Puerto Rico.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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

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

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

- any neighborhood to be without a high-quality school.
- Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
 - Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Purchase of Enhancements to Qualtrics

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Theresa Urrabazo, Chief of Data Operations & Services

PRESENTER: Theresa Urrabazo
 Patti Salzmann, Deputy Superintendent

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the purchase of enhancements to the Qualtrics platform. This purchase was originally Board approved for approximately \$201,787.31 on July 18, 2022 and is requested to be increased to approximately \$239,287.31. This purchase will increase the capacity to add users, collect responses, and publish dashboards.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves an increase in funding for the purchase of enhancements to the Qualtrics platform.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

ESSER funds will be used to fund this purchase. The DIR Purchasing Cooperative (Contract# DIR-TSO-4288) will be used to procure this purchase. Requesting an increase of \$37,500, for a total purchase amount of \$239,287.31.

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

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

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

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

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) between SAISD PD and City of San Antonio – San Antonio Police Department

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Johnny Reyes Jr., Chief of Police

PRESENTER: Johnny Reyes Jr.,

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD PD and City of San Antonio – San Antonio Police Department. This partnership with San Antonio Police Department allows for mutual aid between both agencies to provide support and resources during large scale events and emergency situations. This MOU allows for continued communication and coordination between the two law enforcement entities and allows access and use of SAPD Special Operations Units during situations involving suspected explosive ordinance devices or situations involving mass casualties or disaster situations throughout all SAISD properties within our jurisdictional boundaries.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the MOU between SAISD PD and City of San Antonio – San Antonio Police Department.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

No cost to the district.

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

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

Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

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

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

STATE OF TEXAS)
)
)
COUNTY OF BEXAR)

MEMORANDUM OF
UNDERSTANDING

12. SAPD may request the assistance of SAISDPD in the responding to or investigating an incident which occurs off of Covered Property and that may affect the safety or welfare of SAISD students, employees or property.

13. The Parties agree that through their obligations under this Memorandum of Understanding, each party is fairly compensated for services provided to the other party. Therefore, SAISDPD will be responsible for all costs relating to the use of SAISDPD personnel and equipment when assisting SAPD or responding to an incident not on a Covered Property. SAPD will be responsible for all costs relating to the use of City of San Antonio personnel and equipment when assisting SAISDPD on Covered Property. Thus, nothing herein obligates either party to transfer or commit any funds to the other party. The Parties each agree that that their financial obligations must be made from current revenues available to each party. The performance of duties and obligations under this Memorandum of Understanding may be dependent upon the appropriation and allotment of funds the respective governing entities. If the governing entity fails to allocate necessary funds, then the party that loses funding may terminate this Memorandum of Understanding without further duty or obligation. Parties acknowledge that appropriation, allotment, and allocation of funds are beyond the Parties' control.

14. The Parties 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. The Parties agree that each entity shall be responsible for any liability or damages of its personnel. Nothing herein is intended to waive or limit sovereign immunity under federal, state statutory or constitutional law.

15. This agreement is intended for the benefit of the Parties hereto and their successors and permitted assigns only. There are no third party beneficiaries.

16. The Parties 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 Memorandum of Understanding between the Parties.

17. This Memorandum of Understanding supersedes all prior agreements, written or oral, between the Parties and will constitute the entire agreement and understanding between the Parties with respect to its subject matter. This Memorandum of Understanding, which may only be revised in writing, signed by authorized representatives of both Parties, will be reviewed periodically and revised as necessary. The Parties may agree to enter into more specific and detailed operational procedures and guidelines, and inter-agency training opportunities, as needed.

STATE OF TEXAS)
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COUNTY OF BEXAR)

MEMORANDUM OF
UNDERSTANDING

- 18. This Memorandum of Understanding will be effective once fully executed by authorized representatives of the Parties and remain in effect for five years. Parties may renew this Memorandum of Understanding by signed written amendment. Either party may terminate this Memorandum of Understanding by providing 60 days advance written notice to the other party.
- 19. It will be the independent responsibility of each party to comply with Chapter 552, Government Code (Public Information Act), as it applies to each Parties' respective information. Parties are not authorized to receive public information requests or take any action under the Public Information Act on behalf of the other party.
- 20. This Memorandum of Understanding is not transferable or assignable except upon prior written approval by both Parties.
- 21. Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Memorandum of Understanding, will be in writing and will be sent via certified mail, hand delivery, overnight courier, or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, or email (to the extent an email address is set forth below), when received:

SAISDPD:

San Antonio Independent School District Police Department
Attn: Chief of Police
514 W Quincy Street
San Antonio, TX 78212

SAPD:

San Antonio Police Department
Attn: Chief of Police
Public Safety Headquarters
315 S. Santa Rosa
San Antonio, Texas 78207

or other person or address as may be given in writing by either party to the other in accordance with this Section.

IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING has been

STATE OF TEXAS)
)
)
COUNTY OF BEXAR)

MEMORANDUM OF
UNDERSTANDING

executed on the _____ day of _____, 2019.

SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT

CITY OF SAN ANTONIO
POLICE DEPARTMENT

POLICE DEPARTMENT

Johnny Reyes
Chief of Police

William McManus
Chief of Police

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) between SAISD PD and City of San Antonio – San Antonio Police Department for Support to Off-Duty Services

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Johnny Reyes Jr., Chief of Police

PRESENTER: Johnny Reyes Jr.,

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD PD and City of San Antonio – San Antonio Police Department. This partnership with San Antonio Police Department allows for mutual aid between both agencies to provide support and manpower to SAPD for contingency planning, and manpower shortages during special events such as Fiesta, Parades, Marathons, New Year’s or other large-scale city sanctioned events. This MOU allows for continued communication and coordination between the two law enforcement entities.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the MOU between SAISD PD and City of San Antonio – San Antonio Police Department.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

No cost to the district.

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

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

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

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN ANTONIO POLICE DEPARTMENT**

And

**SAN ANTONIO ISD POLICE DEPARTMENT
FOR OFFICER SPECIAL EVENT EMPLOYMENT**

This Memorandum of Understanding (MOU) is entered into by and between the City of San Antonio Police Department and the San Antonio ISD Police Department, hereinafter referred to as the Agency.

WHEREAS; the City of San Antonio Police Department and the Agency wish to enter into a Memorandum of Understanding outlining contingency planning addressing manpower shortages during special events such as Fiesta, Parades, Runs, etc.

NOW THEREFORE;

1. The San Antonio Police Department and the Agency shall openly communicate with each other on efforts to properly staff special events upon request.
2. The Agency shall establish a formal communication process by appointing a "Liaison Officer" who shall report directly to the San Antonio Chief of Police or his designee.
 - Dawn Paden 210-207-7400 or Dawn.paden@sanantonio.gov
3. The San Antonio Police Department shall determine proper staffing levels for special events and have sole authority to determine the number of Agency law enforcement agents who have voluntarily signed up that will be offered work assignments, and the specific work assignment.
4. The San Antonio Police Department shall have supervisory authority over all the Agency's agents, regardless of rank, while on assignment (**the positions are all non-supervisory**).
5. The Agency Liaison Officer will verify all agents who volunteer for an event are in good standing with the Agency (not on suspension, injured leave, or other restricted status).
6. The San Antonio Police Department will provide the Agency's agents with adequate written instructions outlining their responsibilities and demeanor.
7. The level of monetary compensation, regardless of rank, will be as follows:
 - a) \$58.00 per hour. (Marathon, Christmas River Parade, MLK March, Alamo Bowl, NCAA Finals, Other events where SAPD officers are paid overtime at a 1.5 rate).
 - b) \$77.00 per hour (Fiesta Events)
 - c) \$97.00 per hour (New Year's Eve Event)

7. This MOU shall terminate on the fourth anniversary of its execution. The parties agree to review the provisions of this MOU for their propriety on each anniversary of the execution of this MOU. Any amendment of this MOU must be in writing and signed by both parties.
8. Each party may terminate this agreement by providing 30 days written notice to the other party.
9. Nothing in this MOU shall serve or be construed as a waiver of any state and/or federal law immunities, whether from suit or liability, afforded to the San Antonio Police Department and/or the Agency.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY of SAN ANTONIO

**SAN ANTONIO ISD POLICE
DEPARTMENT**

Signature

Printed Name: _____
Title: _____
Date: _____

Signature

Printed Name: _____
Title: _____
Date: _____

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) Between SAISD and the East Central ISD Police Department (ECPD)

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Johnny Reyes Jr., Chief of Police

PRESENTER: Johnny Reyes Jr.,

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD PD and East Central ISD Police Department. This partnership with East Central ISD Police Department allows SAISD PD officers to attend Texas Commission on Law Enforcement (TCOLE) continued training and required courses at no cost to SAISD PD. East Central ISD Police Department is a certified Training Provider licensed with (TCOLE). SAISD PD will provide certified Instructors or administrative assistance to East Central ISD Training section at no cost to them. This MOU allows for course reporting to be done between agencies and not submitting through Alamo Area Council of Governments (AACOG) and their associated fees, which is our current process.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the MOU between SAISD and East Central ISD Police Department, as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

No cost to the District.

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

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

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

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

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



MEMORANDUM OF UNDERSTANDING
East Central ISD Police Training Section
Contract Training Provider



This Memorandum of Understanding (MOU) is entered into by and between the East Central ISD Police Department (ECPD) and the San Antonio ISD Police Department (SAISDPD).

ECPD and SAISDPD enter into this MOU with the intent that it memorializes in writing the terms under which ECPD agrees to report and/or provide training for Peace Officers under ECPD's Training Provider License with the Texas Commission on Law Enforcement commencing 07/1/2022.

SAISDPD shall pay to ECPD 0 dollars per attendee for ensuring a position for each attendee in that Training class. The fee is nonrefundable and does not represent the complete cost of training, but is an amount deemed by ECPD as a reasonable estimate to cover the additional expenses associated with each attendee participation in the Training Class. **This fee is waived** by the ECPD Chief of Police or his designee.

ECPD reserves the right in its sole discretion to decide whether the attendees maintain the academic standings necessary to continue in the class. ECPD also retains the right, in its sole discretion, to dismiss any attendee for training, academic, ethical or disciplinary standards applicable to all training participants.

Upon request, SAISDPD agrees to provide instructors or administrative assistance to the ECPD Training Section. Should this training be conducted by SAISDPD, the SAISDPD will ensure that the instructor will be TCOLE licensed. The lesson plan, PowerPoint, and Instructor Biography will be received by the ECPD Training Coordinator no later than five (five) days prior to the commencement of the course. The course/class rosters, assessment method and certificate list will be submitted within five (5) days of completion of the class/course. The ECPD Training Coordinator or assistant may spot check the class/course to ensure compliance with TCOLE Standards. ECPD agrees that there will be no fee associated with reporting to TCOLE within this paragraph.

ECPD will provide certificates for each attendee upon completion of the course/class or termination of the attendee from the ECPD training courses. ECPD will maintain records of lesson plans, class rosters, and other documentation common to the class for a five (5) year period in accordance with TCOLE rules.

ECPD shall not provide workman's compensation insurance, salary, benefits, weapons, ammunition and uniforms for attendees.

For, and in consideration of ECPD Training Section the SAISDPD fully releases and agrees to hold harmless ECPD, its officers, employees, and agents, from any and all liability, alleged to be the result of actions by attendees, for injury to or damage suffered by any attendee for injuries to third parties;



MEMORANDUM OF UNDERSTANDING
East Central ISD Police Training Section
Contract Training Provider



provided, however, that said injury or damage is not the result of negligence or wrongful intentional acts by ECPD, its officers, employees, or agents.

Any dispute or claim arising from, or relating to, this MOU, or breach thereof, that cannot be resolved promptly by the parties shall be resolved by legal remedy in accordance with the rules, then obtaining, of the legal department of the school district. It is further understood that arbitration as set forth in this paragraph is the exclusive remedy for any dispute or claim related to this MOU.

To the extent applicable. ECPD reserves all rights to cancel this MOU for possible conflicts of interest.

This MOU may be amended only by the mutual written consent of authorized representatives for all parties

This MOU may be terminated. at any time upon the mutual written consent of authorized parties. In the event that parties consent to terminate this MOU, the parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

Signed and attested to this ___ day of _____,2022.

George Dranowsky
Chief of Police
East Central ISD Police Department

Johnny Reyes
Chief of Police
San Antonio ISD Police Department

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Counseling Program Affiliation Agreement (Agreement) Between SAISD and Texas A&M University San Antonio (A&M San Antonio)

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Counseling Program Affiliation Agreement (Agreement) between SAISD and Texas A&M University San Antonio (A&M San Antonio), Department of Counseling, Health & Kinesiology to provide graduate students an opportunity to participate in a practicum/internship. Students with a satisfactory record in the program and who have met A&M San Antonio's requirements will be placed on an SAISD campus. Practicum students will support SAISD campuses in the areas of [guidance curriculum, individual services, responsive services, and system support](#).

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the Agreement with A&M San Antonio to provide counseling services through the placement of graduate interns on SAISD campuses.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

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

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

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

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

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

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



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Student and Academic Support Services
Board Meeting Date:	February 27, 2023
Agenda Title:	Approval of the Counseling Program Affiliation Agreement (Agreement) Between SAISD and Texas A&M University San Antonio (A&M San Antonio)
Presenter:	Victoria Bustos, Executive Director of Student and Academic Support Services
Cost and Funding Source:	Services are provided at no cost to the District.
If no cost to the District, what is the approximate value of goods/services being provided?	Per Intern: \$14, 875 a year Minimum number of interns = 5, total per year \$74,375
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Behavior <input checked="" type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
3,225	174	5-6	0	0	0

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of</p>	<p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Texas A&M University San Antonio, Department of Counseling, Health & Kinesiology will align with the SAISD School Counseling Department to support a minimum of five <u>campuses</u> with counseling services in the following areas: <u>Responsive Services: Crisis Counseling, Individual Counseling: Individual Planning, Guidance Curriculum, and System Support.</u> Counseling interns will work a minimum of 10 hours and up to 25 hours, pending</p>
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the program? If so, why?

their graduate schedule, in the four service delivery components. SAISD and Texas A&M University San Antonio will continue to collaborate to ensure interns meet internship requirements throughout the intern placement on our campuses.

Texas A&M University-San Antonio

College of Education and Human Development

Document Approval Routing Form

Name of Document: Counseling MOU – San Antonio Independent School District

Department Name: Department of Counseling, Health & Kinesiology

Is this a: New Document Renewal

Submitter: Dr. Christine Wong

Associate Chair: Dr. Michael Moyer

Department Chair: Dr. A. Stephen Lenz

Dean: Dr. Suzanne Mudge

Provost: Dr. Mark Weichold



Counseling Program Affiliation Agreement

This Agreement is between Texas A&M University-San Antonio (“A&M-San Antonio”), a member of The Texas A&M University System, and San Antonio Independent School District (the “Facility”), and is effective on 06/01/2022 (the “Effective Date”).

A&M-San Antonio, through its College of Education and Human Development, offers a course of study in counseling (the “Program”). A critical component of the Program is providing students with an opportunity to directly apply knowledge and skills gained in the classroom in a practical setting. A&M-San Antonio and the Facility share a mutual interest in providing students in the Program with experience in a manner so that the wellbeing of the Facility, its staff, and its patients, clients, or students will not be jeopardized.

The parties agree as follows:

1. **Responsibilities of A&M-San Antonio.** A&M-San Antonio shall:
 - 1.1 Select students for participation in the practicum/internship at the Facility (the “practicum/internship”), selecting only those students with a satisfactory record in the Program and who have met A&M-San Antonio’s requirements;
 - 1.2 Retain authority to exclude or remove students from the practicum/internship;
 - 1.3 Provide the Facility with copies of the course outline and course objectives, evaluation criteria as requested and a tentative list of course instructors and their qualifications before the beginning of each practicum/internship;
 - 1.4 Maintain full responsibility and control for planning and execution of the Program, including curriculum, evaluation of students, administration, instructor appointments, and other matters which are normally reserved as A&M-San Antonio functions, such as granting degrees and advising students;
 - 1.5 Make A&M-San Antonio representatives available to the Facility for assistance and consultation as the need arises and when possible;
 - 1.6 Appoint in writing one or more representatives of A&M-San Antonio to communicate with Facility representative(s) during the course of planning for the practicum/internship;
 - 1.7 Provide instructors during times that students are at the Facility;
 - 1.8 Advise students of their responsibilities regarding participation in the practicum/internship, including the responsibility to exhibit professional conduct and to follow all rules and standards set by the Facility and A&M-San Antonio;
 - 1.9 Ensure students attend a practicum/internship orientation, if required by the Facility;
 - 1.10 Provide the Facility with written objectives for each level of student assigned to the practicum/internship;
 - 1.11 Prepare practicum/internship schedules and ensure that the Facility receives the student schedule before their assignment.
 - 1.12 Provide to the Facility, when requested, the following information regarding students:



- (a) Proof of personal liability insurance coverage to be carried by each student;
 - (b) Confidentiality acknowledgements executed by each student in the form provided by the Facility;
- 1.13 Notify students, staff, and faculty if the Facility requires a criminal history background check on each student, staff, and faculty member as a condition for participation in the practicum/internship. If background check is required, Program shall notify each student, staff, and faculty member to personally obtain the criminal background check. If required, student, staff, and faculty member shall provide the clearance information to the Facility. Should the background check disclose adverse information, the Facility may remove the student, staff, or faculty member from participation in the practicum/internship.
2. **Responsibilities of Facility.** Facility shall:
- 2.1 Provide an on-site educational experience which is pertinent and meaningful for students;
 - 2.2 Designate and inform A&M-San Antonio of a liaison to schedule hours for students participating in the practicum/internship;
 - 2.3 Accept from A&M-San Antonio a number of students appropriate for the Facility's staff, space, and operations;
 - 2.4 Allow authorized representatives of A&M-San Antonio to participate in the practicum/internship planning;
 - 2.5 Make Facility representatives available to A&M-San Antonio for assistance and consultation as the need arises and when possible;
 - 2.6 Encourage and allow students to gain properly supervised clinical experience appropriate to each student's level of knowledge and training;
 - 2.7 Based on the availability of facilities, allow student access to departments appropriate to each student's level of knowledge and training;
 - 2.8 Comply with applicable state and federal workplace safety laws and regulations. If a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., a needle stick) while at the Facility, the Facility, upon notice of the incident from the student, shall provide the emergency care as the Facility provides to its employees, including, where applicable: examination and evaluation by the Facility's emergency department or other appropriate facility as soon as possible after the injury, emergency medical care immediately following the injury as necessary, initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary, and HIV counseling and appropriate testing as necessary. If the Facility does not have the resources to provide such emergency care, the Facility shall refer the student to the nearest emergency facility. A&M-San Antonio shall inform the student that the student will be responsible for any financial charges thus generated;
 - 2.9 Retain authority to exclude or remove students from interactions with the Facility's patients, students, or clients;
 - 2.10 Retain authority to exclude or remove students from access to the Facility upon written notice to A&M-San Antonio;
 - 2.11 Provide adequate space for student-faculty conferences;
 - 2.12 Provide training to students regarding the Facility's confidentiality requirements.

3. Coordination

- 3.1 Determination of the number of students to be assigned to the practicum/internship will be a joint decision based on staff and space available at the Facility and eligible students enrolled in the Program who desire to be educated at the Facility.
- 3.2 The parties shall assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the practicum/internship.
- 3.3 The parties shall engage in ongoing, open communication to promote understanding of the expectations and roles of both parties in providing the practicum/internship for students. A&M-San Antonio and Facility representatives shall meet as needed at the convenience of both parties to coordinate and improve the practicum/internship.
- 3.4 Either party may remove a student participating in the practicum/internship if, in the opinion of either party, the student is not making satisfactory progress. Any student who does not satisfactorily complete the practicum/internship or any portion of thereof may repeat the practicum/internship only with the written approval of both the Facility and A&M-San Antonio.

4. Term and Termination

- 4.1 This Agreement commences on the Effective Date remains in effect for five years unless terminated as provided in this Article 4.
- 4.2 Either party may terminate this Agreement for upon 180 days advance written notice to the other, except that students may complete the practicum/internship in progress as of the effective date of termination.

5. Relationship of the Parties

- 5.1 This Agreement does not create a partnership or joint venture between A&M-San Antonio and the Facility. Neither party may bind the other or otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by authorized representatives of both parties before any such act or representation.
- 5.2 Employees of one party are not employees of the other, and neither A&M-San Antonio nor Facility personnel are entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by the other party to its employees.
- 5.3 Each party shall bear its own costs and expenses incurred under this Agreement without expectation of reimbursement from the other party.
- 5.4 This Agreement does not prevent the Facility from participating in any other practicum/internship program, nor does it prevent A&M-San Antonio from placing students with other facilities.
- 5.5 Each party acknowledges that the students will not provide services apart from its educational value.
- 5.6 Students are not representatives, employees, or agents of A&M-San Antonio or the Facility, and are not eligible to:
 - (a) Receive payment for services rendered;
 - (b) Replace or substitute for a A&M-San Antonio or Facility employee; or

- (c) Possess authority to enter into any agreement on behalf of the Facility or A&M-San Antonio.
- 5.7 Each party acknowledges that neither party assumes liability for actions taken by students during the time that they participate in the Practicum/internship.
- 5.8 A&M-San Antonio is not responsible for providing personal liability or medical insurance covering students. Each student is responsible for providing proof of personal liability before starting the Practicum/internship.

6. **Federal Compliance**

- 6.1 In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, neither party may discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service in their administration of policies, programs, or activities; admission policies; other programs or employment.
- 6.2 For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), A&M-San Antonio hereby designates the Facility as a school official with a legitimate educational interest in the education records of the students who participate in the Practicum/internship to the extent that access to the records are required by the Facility to carry out the Practicum/internship. The Facility shall maintain the confidentiality of the education records in accordance with the provisions of FERPA.
- 6.3 HIPAA
 - (a) A&M-San Antonio and the Facility acknowledge that the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (“HIPAA”) and subject to 45 CFR Parts 160 and 164 (“the HIPAA Privacy Regulations”). To the extent that students are participating in an Practicum/internship and faculty are providing supervision at the Facility as part of the Practicum/internship, such students and faculty members shall:
 - (1) Be considered part of the Facility’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be Facility employees;
 - (2) Receive training from the Facility on, and be subject to compliance with, all of the Facility’s privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
 - (3) Not disclose any Protected Health Information, as that term is defined by 45 CFR§160.103, to A&M-San Antonio which a student accessed through Practicum/internship participation or a faculty member accessed through the provision of supervision at the Facility that has not first been de-identified as provided in 45 CFR §164.514(a).
 - (b) A&M-San Antonio may not access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student or faculty member who is acting as a part of the Facility’s workforce as set forth above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a). The parties acknowledge that A&M-San Antonio is providing no services to the

Facility under this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45CFR §160.103.

7. General Provisions

- 7.1 The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Venue for any claim arising out of or relating to this Agreement and all of the transactions it contemplates must be in Bexar County, Texas.
- 7.2 Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient’s normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, an in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:
- (a) A&M-San Antonio: Department of Counseling, Health & Kinesiology
One University Way
San Antonio, Tx 78224
 - (b) San Antonio Independent School District: 514 W. Quincy
San Antonio, TX 78212
- 7.3 This Agreement contains the entire understanding of the parties as to its subject matter, and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not alter this Agreement unless expressly stated in writing.
- 7.4 This Agreement is assignable only with the written consent of both parties.
- 7.5 A&M-San Antonio is an agency of the State of Texas and nothing in this Agreement waives or relinquishes A&M-San Antonio’s right to claim any exemptions, privileges, and immunities as may be provided by law.
- 7.6 The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- 7.7 Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
- 7.8 If either party fails to fulfill its obligations under this Agreement, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war, revolution, acts of foreign or domestic terrorism, or embargos, then the other party shall excuse the failure for the duration of the event and for such a time as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event will such time extend for more than 30 days.

The parties have executed this Agreement on the dates indicated below.

Texas A&M University-San Antonio

San Antonio Independent School District

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



TEXAS A&M UNIVERSITY-SAN ANTONIO
Department of Counseling, Health & Kinesiology

**APPLICATION FOR TEXAS A&M UNIVERSITY SAN ANTONIO COUNSELING PRACTICUM
SITE APPROVAL**

Date: June 9, 2021

We can accept a maximum of (5+) qualified counseling students from Texas A & M–San Antonio each semester (Fall, Spring, & Summer)

I. AGENCY INFORMATION

General Information:

Name: San Antonio ISD, Victoria Bustos

Address: 514 W. Quincy

City: San Antonio State/Country: TX Zip: 78212

Phone: (210) 554-2575 Fax: (210) 228-3135 (e-fax)

Email and/or website if available:

Vbustos1@saisd.net

Level of placement: (check all that apply)

AGENCY SPECIALIZATION:

Masters

Doctoral

Counseling





TEXAS A&M UNIVERSITY-SAN ANTONIO
Department of Counseling, Health & Kinesiology

Do you pay stipends:

Auspice of Agency: (check all that apply)

Yes No

Public Local City State

County Federal Private, Nonprofit

Private, For profit

**Students are required to have 2 taped sessions.
Do you allow students to audio or videotape for
the purpose of supervision?**

Yes (with parent consent and completed
district forms) No

Contact Person: (Executive Director)

Contact Person: (SITE SUPERVISOR)

Name: Victoria Bustos

Name: Tiffany Venzor

Title: Executive Director of Student and
Academic Support Services

Phone (210) 554-2580

Phone: (210) 554-2580

E-mail: tvenzor@saisd.net





II. AGENCY SERVICES

a. Briefly provide an overall description of the agency (function, purpose, etc.)

High priority Academy Level campuses to support the 2021-2022 COVID recovery counseling support for students and families. [See attached list of campuses](#)

Services will include: Individual Planning, Responsive Services, Guidance Curriculum and System Support. This will be in alignment with the Texas State Model for Comprehensive School Counseling Programs, 5th Ed approved by the Texas Education Agency.

b. Briefly describe the types of clients seen and services provided:

School Aged Students from 4-12 years old and consulting with parents, grandparents, guardians as reflected on the campus enrollment records.

Please see attached [one pager](#) for services provided during the course of the internship.





- c. Briefly describe the treatment modalities available (individuals, groups; also any opportunities for administrative or research experiences):

Individual, Group sessions along with community referrals while working with our students and families. Services will align with the Texas State Model for Comprehensive School Counseling Programs, 5th Ed approved by the Texas Education Agency.

- d. Special instructions for students who apply:

Applicants will be requested to commit to a minimum of 10 hours a week, during the school day (8AM – 4:30PM, after-school opportunities may be available pending campus schedule)

III. POTENTIAL SITE SUPERVISORS

- a. Site Supervisor Qualifications:

1. A minimum of a master’s degree in counseling or a closely related field and appropriate certifications and/or licenses.
2. A minimum of two (2) years of pertinent professional experience.

Knowledge of the program’s expectations, requirements, and evaluation procedures for students.





TEXAS A&M UNIVERSITY-SAN ANTONIO

Department of Counseling, Health & Kinesiology

- b. List the qualified Site Supervisors who will work with students

(Please attach a resume or vita for each person listed):

Name	Degrees and Date Awarded	Title	Beginning Date of Employment with Agency	Hours of Employment
See Attached Resumes (linked)				



SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) Between SAISD and the Texas Diaper Bank

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

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

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and the Texas Diaper Bank for the 2022-2023 school year. The program focuses on providing school age parents access to diapers, wipes, and other healthcare necessities. School age parents are enrolled in educational parenting and health classes using *My Healthy Child and Calm Parent* evidence-based programs. The SAISD School Age Parenting (SAPP) program is dedicated to helping teen parents stay in school, reducing dropout rates, and encouraging healthy child development.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the MOU with the Texas Diaper Bank for the 2022-2023 school year.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services will be provided at no cost to the District and are valued at approximately \$2,000.

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

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

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

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



BOARD AGENDA CLARIFICATIONS

Provide this information for Academics Board Agenda Items involving a MOU

Department:	Student & Academic Support Services
Board Meeting Date:	February 27, 2023
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and the Texas Diaper Bank (TDB)
Presenter:	Victoria Bustos, Executive Director, Student and Academic Support
Cost and Funding Source:	Services will be provided to 50 students, at no cost to the District
If no cost to the District, what is the approximate value of goods/services being provided?	Valued at approximately \$2,000
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Behavior <input checked="" type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
50	0	8	N/A	N/A	N/A

HISTORICAL DATA

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

<p>Questions to consider:</p> <p>If a renewal, include data that supports this renewal</p> <p>Is this an expansion of the program? If so, why?</p>	<p>Is this a renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The SAISD School Age Parenting (SAPP) program provides educational programs and support services designed to improve school attendance, increase graduation rates, and enhance parenting skills. This MOU will assist in providing the integration of stress-reducing techniques with parenting education, parenting skills, as well as access to diapers and wipes. Last year the TDB provided classes to 50 students which focused on child health, wellness, and the diaper gap. According to the U.S. Census, the diaper gap is the lack of access to an adequate supply of diapers and other healthcare products impacting the physical, mental, and economic well-being of individuals. Texas Diaper Bank TEA Pregnancy Related Services</p>
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MEMORANDUM OF UNDERSTANDING BETWEEN
San Antonio Independent School District & Texas Diaper Bank

This Memorandum of Understanding (“Agreement”) is made effective November 4th, 2022 (hereinafter referred to as the “Effective Date”), and entered into by and between **San Antonio Independent School District** (hereinafter referred to as “Recipient Agency”) and the Texas Diaper Bank is a diaper bank incorporated in the State of Texas with a 501(c)(3) designation (hereinafter referred to as “TDB”). The following are the terms and conditions for reception of products from the Texas Diaper Bank (TDB) through an established partnership.

A. TERM AND CONDITIONS.

- A.1 The Recipient Agency certifies that it is a nonprofit 501(c)(3) social service agency, a religious organization in good standing, a school family resource center, or other governmental agency providing social services to individuals or families with an income level of 150% below the 2021 Federal Poverty Guidelines.
- _____
Initials
- A.2 As a participant in the TDB Program(s), the Recipient Agency will provide TDB products only to individuals who enroll and participate in their case management, applied health, parenting, or nutrition education, and/or a self-sufficiency component in addition to meeting the Income Requirements established in **section A.1**. TDB products are to be provided as a support service in addition to a primary service designated by the Recipient Agency following the distribution cap per individual served designated by TDB. Items will be used to provide services to the clients using services approved and outlined in **section A.6** of the Recipient Agency and may not be used as gifts to staff or volunteers. The Recipient Agency may not sell, trade, or barter items obtained from the TDB.
- _____
Initials
- A.3 TDB requires that the Recipient Agency will ensure that proper records and intake forms be maintained to support the distribution of the TDB products. TDB may require that the Recipient Agency provide copies of these records for review. TDB will require a monthly report be completed and submitted to TDB by the designated at the start of the Effective Date. All information will be kept in a secure manner and not released to any external organization other than in aggregate for grant writing and audit purposes. Disclosure of Information regarding Recipient Agency’s clients is subject to applicable privacy laws and regulations.
- _____
Initials
- TDB requires that the Recipient Agency will ensure that the clients that they serve are attending any school within the San Antonio, Independence School District.
- A.4 **Non-discrimination** Both Parties shall conduct all related activities to the Agreement in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, veteran status, or marital or family status. Further, the Recipient Agency will not require attendance at religious services as a condition of assistance in any of the programs that distribute diapers, nor will any client be forced or required to endure religious proselytizing of any type.
- _____
Initials
- A.5 Should the Recipient Agency undergo program closures, changes and/or expansion, Recipient Agency must provide a 90-day notice in writing and delivered via email with a copy sent through U.S. mail and shall be effective when received on a business day the designated TDB email address (or the next following business day if received outside normal business hours or on a non-business day). Should the Recipient Agency suspend operating hours and enforce Agency closures effective immediately, immediate notice must be given to the designated TDB staff via email with reason and duration of closure.
- _____
Initials

MEMORANDUM OF UNDERSTANDING BETWEEN
San Antonio Independent School District & Texas Diaper Bank

To TDB:

Attn: Anissa Mendez, Program Coordinator
 1803 Grandstand Dr., Suite 150
 San Antonio, Texas 78238

Email: ecpcoordinator@texasdiaperbank.org

Program Expansion After receiving an expansion and/or program changes notice from the Recipient Agency, it is at TDB's discretion to determine if the expansion and/or changes adhere to the terms of the Agreement and if the product cap established will be changed/alterd.

A.6 **Program(s) and Primary Service(s) using TXDB products as a support service:**

Initials

Program name: <u>School Age Parenting</u>	Service: <u>Education Classes</u>
Program name: _____	Service: _____

A.7 **Communication Behavior and Contract** Recipient Agency agrees to hold all staff and volunteers responsible in maintaining a professional and respectful manner when communicating with TDB staff and volunteers. Any act deemed unprofessional will be terms for suspension or termination of this Agreement. The Recipient Agency, in whole, agrees to restrict any contact to TDB's national partner organization(s), business(es), or corporation(s) under any circumstance. Recipient Agency shall refer to the contact information outlined in **section A.5** when communicating with TDB in regards to questions, inquiries, or concerns. Failure to follow procedures outlined in **section A.7** will result in Recipient Agency immediate suspension or termination of this Agreement.

Initials

A.8 **Non-Disparagement** Recipient Agency, in whole, for the duration of the Agreement and thereafter shall in no way deprecate, impugn, or otherwise make any remarks directly or indirectly, in public or in private, to defame TDB. Its employees, products, or reputation. Nor shall staff or volunteers assist any person, firm, or company in doing so. Failure to follow procedures outlined in **section A.8** will result in Recipient Agency immediate suspension or termination of this Agreement.

Initials

A.9 **Indemnification** To the furthest extent of the law the Recipient Agency shall release, indemnify, defend, and hold harmless TDB, their affiliated agencies, and their respective officers/officials, directors, employees, agencies, contractors, representatives, and also TDB clients from ang against all liabilities directly or indirectly arising out of, resulting from or related to Recipient Agency's use or handling of items in connection with this agreement.

Initials

MEMORANDUM OF UNDERSTANDING BETWEEN
San Antonio Independent School District & Texas Diaper Bank

“Liabilities” means demands, claims, causes of action, costs, damages, expenses, fines, suites, judgements, arbitration awards, liabilities, losses, obligations and penalties, including court costs, defense costs and reasonable attorney’s fees. Such indemnity shall not apply to any liabilities resulting from the negligence of willful misconduct of TDB or Recipient Agency.

B. MEMBERSHIP, PRODUCTS AND STORAGE.

- Initials**
- B.1 TDB will provide products on an “As Available” basis. TDB may cap the number of items that will be distributed monthly; however, TDB will notify the Recipient Agency of additional items or increases. Prior to receiving TDB products, the Recipient Agency must select their Membership Tier option for 2021 below and must match the Membership Form provided:

Membership Tier Selection:

- Tier 1:** Servicing up to 499 Individuals **Tier 2:** Servicing 500-1,499 Individuals
 Tier 3: Servicing 1,500-3,499 Individuals **Tier 4:** Servicing 4,000-6,999 Individuals
 Top Tier: Servicing 7,000-19,999 Individuals
 Incontinence Tier: Servicing 50-3,000 Individuals *Applicable to Incontinence only agencies

Additional Fees It is the responsibility of the Recipient Agency to adhere to monthly due dates designated starting the Effective Date. Should these guidelines not be followed; TDB has the right to implement Late Fee(s) as fit. Should the Recipient Agency not select the Monthly Deliveries option for the effective Agreement, a Delivery Fee will be applied for each month of a fulfilled Delivery Request.

- Initials**
- B.2 **Receiving TDB Product** Recipient Agency will pick up items at the TDB facility in which they are stored, or an agreed upon location designated for delivery. Any injury sustained by employees, representatives, and/or agents of the Recipient Agency while at the storage premises are neither the fault nor the responsibility of TDB. The Recipient Agency is responsible for maintaining the necessary insurance such as workers’ compensation coverage, general liability coverage, and automobile insurance coverage. Proof of insurance or a Certificate of Insurance maybe requested by TDB at any time.

- Initials**
- B.3 The Recipient Agency must provide a secure storage space for storage of product(s) distributed by TDB. All storage is subject to inspection by appointed TDB Representative(s).

- Initials**
- B.4 The Recipient Agency acknowledges that TDB receives products by others or purchased through a vendor. Although TDB believes, to its best knowledge, that these items are safe, TDB has not inspected these items for safety or other matters. It is the responsibility of agency personnel to inspect the items they provide to their clients. TDB reserves the right to place labels on each item containing its logo.

- Initials**
- B.5 The Recipient Agency agrees that they shall not represent in any way an employee or agent of TDB or act as a Third-Party Distributor to other organizations. Nothing herein shall be construed as creating an employer/employee relationship between the parties.

MEMORANDUM OF UNDERSTANDING BETWEEN
San Antonio Independent School District & Texas Diaper Bank

C. AGREEMENT TERMS; SUSPENSION AND TERMINATION NOTICE.

C.1 **Agreement Term** This Agreement shall be in effect for a period ending on December 31, 2025.

Initials

C.2 **Agreement Acknowledgement** It will be the responsibility of the Recipient Agency, staff signing off on Agreement, to ensure its entire staff is aware of all provisions of this agreement. In agreement to the terms above, the undersigned declares that they have the authority to execute this agreement.

Initials

C.3 **Support of Partnership** TDB asks for the support of the Recipient Agency including, but not limited to letters of support, promotion of partnership in website/press release(es)/media/etc., pictures, surveys and use of the Recipient Agencies' logo may be requested for use in grants, promotional material, or other items. TDB also requires for Recipient Agency to visibly post TDB signage, provided by TDB, in recognition of partnership.

Initials

C.4 **Suspension** Recipient Agency may be placed on suspension by TDB until a specific problem or issue is corrected. While under suspension, the Recipient Agency will lose its TDB partnership privileges, including the ability to order and receive TDB products. A Recipient Agency under suspension may be terminated by TDB if the Recipient Agency fails to correct the issue within the timeframe provided and maintain Agreement compliance.

Initials

C.5 **Compliance Review Period** Should TDB receive complaints regarding the operations used to distribute TDB Products, the Recipient Agency will undergo a Compliance Review Period in which a TDB representative will conduct an investigation based on the claims made and compliance to this Agreement.

Initials

C.6 **Compliance Review Procedure** Below is the procedure to be conducted should the Recipient Agency be placed under a Compliance Review Period described in **section C.5**.

Initials

-  TDB will notify the Recipient Agency by telephone, email, or visit, of the compliance issue and an investigation will begin.
-  A letter by a TDB representative will follow the phone conversation, email, or agency visit.
-  The Recipient Agency will be notified in writing of the actions to be taken during the investigation including but not limited to: suspending partnership privileges, review of Recipient Agency records and procedures, storage and distribution of TDB Products, site visits, calls, etc.
-  The Compliance Review period may span up to 6-months from the start of the investigation.
-  The Recipient Agency will be notified in writing of the conclusions from the investigations and any actions to be taken by the Recipient Agency to follow the Agreement.
-  TDB reserves the right to end the Agreement prior to the Agreement Term in **section C.1**.
-  The Compliance Review Period will be documented in the Recipient Agency's file.

MEMORANDUM OF UNDERSTANDING BETWEEN
San Antonio Independent School District & Texas Diaper Bank

C.7 **Termination** TDB reserves the right to terminate this Agreement should the Recipient Agency not adhere to all terms outlined. Either Party shall also terminate this Agreement without cause at any time upon thirty (30) days written notice to the other. If a Party chooses to terminate this Agreement, all rights and obligations under this Agreement shall continue until notice period of such termination date.

Initials

C.8 **Termination Notice** Notices must be in writing and delivered via email with a copy sent through U.S. mail and shall be effective when received on a business day to TDB outlined in **section A.5** (or the next following business day if received outside normal business hours or on a non-business day) of Agreement termination.

Initials

C.9 The loss of non-profit, tax-exempt status by the Recipient Agency will result in immediate termination.

Initials

C.10 **National Partner Acknowledgement** This Agreement and all membership fees associated with the partnership have been reviewed and approved by the National Diaper Bank Network and Alliance for Period Supplies.

Initials

C.11 **Counterparts** This Agreement may be executed in one or more counterparts (including physical and emailed "pdf" counterparts), each of which will be deemed an original and part of the same documents.

Initials

The undersigned acknowledges and agrees to the aforementioned terms and conditions.

Jorge Medina, Chief Executive Officer, Texas Diaper Bank Signature Date

SAISD Superintendent, Dr. Jaime Aquino Date

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Purchase of Sirius Education Solutions

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzman, Deputy Superintendent

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

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the purchase of Sirius Education Solutions for 14,059 student online licenses to support STAAR EOC preparation for both Spring and Summer administrations. The licenses will provide high school students with access to test prep aligned to all five redesigned STAAR EOC tests. It also includes students in eighth grade who are enrolled in US History and Algebra I. Sirius Education Solutions provides online, authentic STAAR practice organized by TEKS, supports on-grade-level instruction, addresses gaps to accelerate learning, and is aligned to the redesigned STAAR.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the purchase of Sirius Education Solutions for 14,059 student licenses for Spring and Summer of the 2022-2023 School Year.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through State Compensatory Education for approximately \$185,685
164-11-6399-65-XXX-30-875

The purchase will be made utilizing the Buyboard Purchasing Cooperative Contract #653-21. It expires October 31, 2023.

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

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

in August 2027.

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

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

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



Sirius Education Solutions
 1108 Lavaca Street, Suite 110-197
 Austin, Texas 78701
 800.942.1379
 billing@siriuseducationsolutions.com

Estimate

EST-008253

Bill To
San Antonio ISD
 ATTN: Accounts Payable141 Lavaca Street
 San Antonio, TX 78210

Ship To
 ATTN: Accounts Payable141 Lavaca
 Street
 San Antonio, TX 78210

Estimate Date : 01/26/2023
 Expiry Date : 02/28/2023
 Reference# : 14858
 Contact Name : Janet Hester
 Contact Email : jhester@saisd.net
 Contact Phone : (210) 554-2528

#	Item & Description	Qty	Rate	Amount
1	SOHSP4 - Sirius Online High School Package	12,600 Each	13.00	163,800.00
2	USHDV4 - U.S. History Digital	756 Each	15.00	11,340.00
3	A1DV4 - Algebra I Digital	703 Each	15.00	10,545.00
			Sub Total	185,685.00
			Total	\$185,685.00

Notes

Purchasing Agreement - Buy Board: 653-21 Instructional Materials and Classroom Teaching Supplies (10/31/2023)

Terms & Conditions

Sirius Education Solutions requires a district Legal Signatory to sign and return a Terms of Use Agreement before accessing any content or material available via Sirius Online.

** Sirius Online licenses expire July 31, 2023**

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of General Contractor for Transition Restoration Package for Thomas Jefferson High School

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

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

PRESENTER: Kamal ElHabr, Interim Senior Executive Director for Construction & Development Services

MEETING DATE: February 27, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve staff’s recommendation to award RFCSP#22-076(RC) Transition Restoration Package under the 2016 Bond at Thomas Jefferson High School to Tejas Premier Building Contractor, Inc.

Under the 2016 Bond, the proposed third floor scope of work for Thomas Jefferson High school was removed from the Perkins & Will’s contract due to design adjustments needed to comply with historic requirements of the main campus. This portion of the renovations was reassigned to Ford Powell Carson architects, noted for firm experience as historic preservation specialists. The recommended proposal is the renovations to the existing historic third floor science classrooms. In addition, the scope of work includes (but not limited) to the following:

- One-for-one replacement of existing stage foot lighting in the Auditorium.
- Replacement of existing countertops at 2 classrooms of the 2nd floor in Building D.
- Minor renovations in the black box theater.
- Renovations and upgrades of the Laundry Room and the Boys Locker room restroom to be code compliant in Building H.
- Card reader installation and minor repairs to exterior doors throughout the campus.

This project is anticipated to be completed by December 31, 2023.

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. Competitive Sealed Proposal (CSP) is the procurement method for this project. SAISD Construction Services has developed a plan to complete the Transition Restoration Package at Thomas Jefferson High School using this procurement method.

RFCSP#22-076(RC) was advertised Friday, December 16, 2022 and Monday, December 19, 2022. A Committee of four SAISD staff members evaluated the responses. The Evaluation Committee met January 26, 2023 to combine scores and rank the firms. Based on Committee’s recommendation, Tejas Premier Building Contractor, Inc. was listed for final selection.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the recommended proposal for the 2016 Bond Transition Restoration Package at Thomas Jefferson High School to Tejas Premier Building Contractor, Inc. and authorize the Superintendent or designee to execute all related contracts.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through Bond 2016 Funds: 473.81.6629.00.007.99.0.00

Base Bid	\$6,771,743.99
Owner’s Contingency	\$ 271,000.00
<hr/>	
Total Award	\$7,042,743.99

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

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

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

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

PROJECT NAME: Jefferson Transition Restoration Package - 2016 Bond Renovations

	RFCSP 22-076(RC)	Contractor #1	Contractor #2	Contractor #3
Cat.	Description	Tejas Premier Building Contractor Inc	Azteca Designs Inc	D.L Bandy Constructors Inc
	BID TABULATION:			
	Base Proposal	\$ 6,771,743.99	\$ 6,500,800.00	\$ 6,800,000.00
	Owner Contingency	\$ 271,000.00	\$ 271,000.00	\$ 271,000.00
	Total	\$ 7,042,743.99	\$ 6,771,800.00	\$ 7,071,000.00

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Minor General Contractor for the Site Utilities Package for Athletic Fields Improvements at Spring Sports Complex

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

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

PRESENTER: Kamal ElHabr, Interim Senior Executive Director for Construction & Development Services

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve staff's recommendation to award RFCSP#22-071(RC) the Site Utilities Package for Athletic Field Improvements at Spring Sports Complex to D&D Contractors, Inc.

In December 2021, additional site utilities upgrades for future Burbank baseball /softball turf installation in association with anticipated athletic turf replacement at Spring Sports Complex were identified by Garza/Bomberger & Associates. Based on architect's recommendation, the underground storm utilities that service both Burbank Baseball / Softball Fields and the adjacent Spring Sports Complex is undersized for future synthetic turf athletic fields anticipated for both Burbank HS and Spring Sports Complex. Therefore, to proceed with the athletic turf replacement project at Spring Sports Complex, the underground site utilities will be required to be sized accordingly for the increase in storm water drainage. Anticipated substantial completion for Site Utilities Package is scheduled for May 2023.

SAISD Board Policy CV (LOCAL) delegates to the Superintendent or designee the authority to determine the appropriate project delivery and contract award method that provides the best value to the District. Competitive Sealed Proposal (CSP) is the procurement method for this project. SAISD Construction Services has developed a plan to complete the Site Utilities Package for Athletic Field Improvements at Spring Sports Complex using this procurement method.

RFCSP#22-071(RC) was advertised Wednesday, November 30, 2022 and Monday, December 5, 2022. SAISD received four responses from qualified firms. A Committee of four SAISD staff members evaluated the responses. The Evaluation Committee met January 6, 2023 to combine scores and rank the qualified firms. Based on Committee's recommendation, D&D Contractors, Inc. was listed for final selection.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the recommended proposal for the Site Utilities Package for Athletic Field Improvements at Spring Sports Complex to D&D Contractors, Inc. and authorize the Superintendent or designee to execute related contracts.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through 2016 Bond savings: **653-81-6629-01-935-1-99-SSC**

D&D Contractors, Inc

Total Award	\$ 1,344,436.00
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IV. 2022 - 2023 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

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

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

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

PROJECT NAME: Spring Sports Athletic Fields Complex - Site Utilities Package

	RFCSP #22-071(RC) \$1,200,000 Construction Budget		Contractor #1	Contractor #2
Cat.	Description		D&D Contractors	Jerdon Enterprise
	BID TABULATION:			
	Base Proposal		\$ 1,344,436.04	\$ 1,671,777.77
	Owners Contingency		\$ -	\$ -
		Total	\$ 1,344,436.04	\$ 1,671,777.77

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Contract with Gaggle for the Student Safety Solutions

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

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

PRESENTER: Michael Eaton, Chief Operation & Building Security Officer

MEETING DATE: February 27, 2022

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Contract with Gaggle for the student safety solutions. Due to the indemnity clause in the contract, board approval is required. Gaggle monitors student email and shared drives to detect potential student safety situations such as threats of violence, harassment, self-harm, and other inappropriate conduct. This tool has become a national best practice and is currently utilized in many urban school districts across the country. Gaggle not only conducts the monitoring of activity but will also notify the school and district police.

Through this contract, SAISD will conduct a 90-day pilot at three campuses. Data analysis and mitigation will be part of this pilot.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the contract for a 90-day pilot of the safety system, as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through Local Funds: 199-51-6399-65-935-99-0-00

Amount: \$6,000.00

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

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

Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

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

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



Gaggle.Net, Inc.
5050 Quorum Drive, Suite 700
Dallas, TX 75254
800-288-7750
www.gaggle.net

CONTRACT FOR SERVICES

Contract Number: Q-117025

This contract by and between Gaggle.Net, Inc. (Gaggle) and San Antonio ISD - San Antonio TX (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Gaggle shall provide the Customer with services pursuant to the purchasing arrangement with for the duration of the contract term unless the service changes. In the event of change of services, the term of this agreement remains the same however pricing may vary. Gaggle will notify the Customer of any resulting changes in pricing prior to increase and service change.

2. Contract Term Service

Commencement Date: 3/1/2023
Service End Date: 5/31/2023
Contract End Date: 5/31/2023

3. Services and Payment

Full annual payment is due and payable upon receipt of invoice. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.

Pricing described in this contract may be reviewed and adjusted annually to reflect changes in the Producer Price Index published by the United States Bureau of Labor Statistics.

4. Incorporation by Reference

Upon the commencement of service; Gaggle’s applicable Quote, Invoice, Terms of Service, Service Level Agreement, Privacy Policy, Student Data Privacy Notice, along with future engagements and renewals of service; are hereby acknowledged and incorporated by reference.

We respectfully require a signed contract on file before the start of any services.

NOTE:

Authorized Representative of Gaggle

Authorized Representative for San Antonio
ISD - San Antonio TX

Date

Date

Gaggle Quote Number: Q-117025

DESCRIPTION	LINK	NOTES	QUANTITY	PRORATE PRICE	DISCOUNT	NET UNIT PRICE	NET TOTAL
Gaggle Safety Management Pilot			1	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
Gaggle Safety Management - Google Drive - Student	Learn More		2,038	\$1.00	\$1.00	\$0.00	\$0.00
Gaggle Safety Management - Office 365 Email - Student	Learn More		2,038	\$1.00	\$1.00	\$0.00	\$0.00
One Time Set-up Fee			1	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00
TOTAL:							\$6,000.00

Gaggle Services Terms & Conditions

Last Updated: January 25, 2023

Please read the following Agreement carefully. This Agreement explains your rights and obligations as a user of “Services” provided by Gaggle.Net, Inc. (“Gaggle”). Gaggle Services include but are not limited to, Archiving & Backup, Safety Management, SpeakUp for Safety, Mental Health Services, and ReachOut. For a further Description of Services, please consult the Gaggle Service Level Agreement.

It may be necessary for us to update or revise parts of this Agreement or any feature of Gaggle Services without prior notice. If we make material changes to this Agreement, we will post the updated Agreement (with a notice that the Agreement has been updated) and notify Customers by email using the primary email address specified in their accounts.

1. Acceptance of Terms

The Terms & Conditions herein establish the understanding for Gaggle to provide Services to you (“Customer”). Compensation for the Services provided shall be at the rates and terms set forth in a Gaggle invoice, Customer contract, or Subscription Agreement. By completing the registration process and providing Gaggle with current, complete, and accurate information, you are agreeing to be bound by these Terms & Conditions. If you choose not to agree with the changes, your only remedy would be to cancel Gaggle Services in accordance with Section 8.

2. Unauthorized Access, Password Protected, and Secured Areas

Users of Gaggle Services shall be responsible for unauthorized access made through their usernames and passwords. For this reason, Gaggle recommends that users change their passwords periodically. Access to and use of current or future password-protected or secured Services is restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms for Gaggle Services. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by someone on your behalf. You agree not to misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any materials that you are exposed to through Gaggle Services. If you violate your obligations under this section, you may be subject to criminal prosecution or civil damages. You agree to notify Gaggle and your applicable administrator immediately of any unauthorized use of your account or any other breach of security known to you.

3. Privacy and Security

Gaggle uses a variety of measures to protect the security and privacy of its users. Users should be aware, however, that Gaggle cannot guarantee security and confidentiality through its Services. Gaggle accepts no responsibility for harm caused directly or indirectly by the use of its Services. Users should also be aware that the use of Gaggle email and/or email through third-party products, such as those from Google Inc. and Microsoft Corporation, is not private. Although Gaggle is not obligated to do so, it has the right to review and monitor your content and communications, including but not limited to fulfilling obligations set forth in your contract or Subscription Agreement, to back up or review messages to identify network problems, or to

determine whether you comply with our Terms & Conditions. Gaggle, at its discretion, may choose to turn over or make available message content to appropriate personnel, the National Center for Missing and Exploited Children (“NCMEC”), and/or law enforcement agencies, if required.

For more information, please also refer to the [Gaggle Privacy Policy](#) and [Gaggle Student Data Privacy Notice](#).

4. Confidentiality Policy

As used herein, “Confidential Information” shall mean the respective parties’ proprietary information or material to which the other party may become aware of as a result of this Agreement, including but not limited to research data, methodologies, products, services, processes, formulas, technology, or other business information disclosed to one party by the other, either directly or indirectly, whether in writing, orally, or otherwise, but not including any of the foregoing that was known to the receiving party at the time of disclosure from a source other than the disclosing party or any third party that owed a duty of confidentiality with respect to such information to the disclosing party or which has become publicly known and made generally available through no wrongful act or omission of the receiving party or of others who were under confidentiality obligations with respect thereto. Each party agrees that with respect to the Confidential Information of the other party, during the term of this Agreement and thereafter, such party: (a) shall at all times maintain the confidentiality of the Confidential Information, using the same degree of care that such party uses to protect its own confidential information of a like nature and, (b) shall not disclose the Confidential Information to any other individual, entity, or third party, except as permitted herein or as may be requested or required by (or as deemed advisable by counsel under) applicable law, rule, regulation, court order, legal process, or governmental, judicial, regulatory, or self-regulatory oversight.

5. Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. You are required to comply with FERPA and its applicable regulations. Gaggle shall not disclose any student’s education records, personally identifiable information, or other related records monitored, maintained, and retained by Gaggle and/or other Services provided by Gaggle to any third party (other than your school organization) without prior authority. Gaggle shall maintain the privacy and confidentiality of all student education records and shall make available to your school organization the right to inspect and review the student education records upon request. Gaggle shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian, and/or your school organization, or by court order, administrative order, or subpoena. Notwithstanding the foregoing, to protect your school or district against the risks involved in handling explicit content involving minors, Gaggle registers incidents containing pornographic videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children (“NCMEC”). It is NCMEC’s mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children. For more information, consult the Gaggle Student Data Privacy Notice.

6. Support

Gaggle maintains a case system to manage all Customer issues. Gaggle provides customer service between the hours of 6:00 AM and 8:00 PM CT Monday through Friday. Customers can reach Gaggle by email (support@gaggle.net), telephone (800-288-7750), or by accessing a live chat feature within the Gaggle

interface and on the Gaggle website. After-hours support is provided through a monitored email account at support@gaggle.net.

Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

7. Assignment

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement, and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

8. Term of Agreement.

This agreement commences with the start of Services and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 10 or upon the expiration of the last Service Term or Renewal thereof.

10. Termination

Customer may terminate the Services under this Agreement at the end of any contract by providing thirty (30) days' written notice of the intent to terminate. Gaggle may also terminate or suspend Services if you breach the conditions of this Agreement, the Gaggle Service Level Agreement (SLA), your contract, or Subscription Agreement.

You can cancel your Services by sending your cancellation notice to Gaggle, P.O. Box 735566, Dallas, TX 75373-5566; sending email to support@gaggle.net; or by fax to 309-665-0171.

Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

11. Limitation of Liability, Statute of Limitations

In no event shall Gaggle be liable with respect to Services (i) for any amount in the aggregate in excess of the fees paid by you; or (ii) for any indirect, incidental, punitive, or consequential damages of any kind whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action against Gaggle arising out of or related to use of Services or the terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You assume total responsibility for the use of Gaggle Services and use these Services at your own risk. Gaggle exercises no control over and has no responsibility whatsoever for actions taken on the internet, and Gaggle expressly disclaims any responsibility for such actions. You acknowledge to Gaggle, and for Gaggle's benefit and the benefit of its directors, employees, licensors, and agents, that the Services may contain bugs and are not designed or intended for use in mission-critical environments requiring fail-safe performance.

12. Message Storage, Content Storage, and Other Limitations

The amount of email storage space and content storage space is limited for each user depending upon your contract or Subscription Agreement.

13. Communications

Except for any disclosure by you for technical support purposes, or as specified in the Gaggle Privacy Policy, all communications from you will be considered non-confidential and nonproprietary. You agree that any and all comments, information, feedback, and ideas that you communicate to Gaggle will be deemed, at the time of the communication, the property of Gaggle, and Gaggle shall be entitled to full rights of ownership including, without limitation, unrestricted right to delete, use, or disclose such communication in any form, medium, or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you. You are solely responsible for the content of your communications and their legality under all laws and regulations. You agree not to use Gaggle Services to distribute, link to, or solicit content that is defamatory, harassing, unlawful, libelous, harmful to minors, threatening, obscene, false, misleading, or infringing a third-party intellectual property or privacy rights.

14. Miscellaneous

Gaggle provides Services to your organization to assist it in the protection of your students and your organization. Gaggle shall undertake every commercially reasonable effort to update its Services to maximize detection of unsafe, graphic, and/or obscene communications. Gaggle does not warrant, represent, and/or guaranty that all unsafe communications can or will be detected while monitoring your student communications or website content.

Gaggle shall not be responsible for contacting, notifying, or alerting any governmental agency or bureau including, but not limited to, child protective services agencies, with jurisdiction over your organization (Customer) for which notification has been provided to Customer. Your organization is responsible for reviewing all Gaggle communications, and to take all reasonable and precautionary actions required by your organization to protect the interests of students including, but not limited to, notifying applicable governmental agencies and/or bureaus, such as child protection services pursuant to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

15. Notices

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

16. Indemnity

To the furthest extent of Texas Law, you agree to indemnify, defend, and hold Gaggle and its respective officers, directors, shareholders, employees, agents, representatives, successors, and assigns (collectively, the

“Gaggle Indemnified Persons”) harmless from and against any and all third-party claims, liabilities, damages, losses, or expenses (including reasonable attorney’s fees and costs) arising out of, based on, or in connection with your access and/or use of Gaggle Services.

Gaggle's indemnification from third-party claims for which we have no control, even when we do our job with 100% professionalism and client satisfaction, is a requirement of our insurance carriers and legal team.

Notwithstanding the foregoing, your indemnification obligations shall be limited to the extent that such claims or demands are the results of Gaggle’s breach of contract, gross negligence, or willful misconduct.

17. Taxes

All fees set forth in this Agreement and any invoices shall include all taxes except such “Transaction Taxes” which Gaggle is required by law to invoice and collect from Customer. Transaction Taxes, if any, will be separately stated on the invoice and will be paid by Customer to Gaggle unless Customer provides an exemption certificate to Gaggle or the transaction is statutorily exempt from Transaction Taxes. Gaggle shall be solely responsible for the timely remittance of all Transaction Taxes to the applicable Governmental Authority, and Gaggle shall pay (without reimbursement by Customer), and shall hold Customer harmless against, any penalties, interest, or additional taxes that may be levied or assessed as a result of the failure to invoice or delay of Gaggle to pay any such taxes. “Transaction Taxes” means sales and use taxes, value-added taxes, goods and services taxes, gross receipts taxes, and excise taxes, and excludes any tax on income, real or personal property taxes, or payroll taxes.

18. Trademarks

The trademarks, service marks, logos, slogans, and product designations of Gaggle (“Trademarks”) are the property of Gaggle.Net, Inc., and/or their respective owners. You have no right to use any such Trademarks, and nothing contained in Gaggle Services grants any right to use (by license, implication, waiver, estoppel, or otherwise) any Trademarks without the prior written permission of Gaggle or the respective owner.

19. Acknowledgment of Ownership Rights and Disclosure of Deliverables

Gaggle does not convey any ownership in and Gaggle will own in perpetuity all right, title, and interest, worldwide, in and to: (i) any intellectual property or related rights owned or licensed by Gaggle and used in the performance of Gaggle’s service hereunder, including Gaggle’s Confidential Information, and (ii) the frameworks, methodologies, processes, inventions, analytical tools, and industry data and insights that may be used or developed by Gaggle in the performance of Gaggle’s services hereunder along with any and all intellectual property rights in connection with the foregoing (the “Gaggle IP”).

20. Choice of Law

This Agreement is made in and shall be interpreted and governed in all respects in accordance with the laws of the State of Texas without giving effect to any choice of law or conflict of law rules or provisions.

21. Violations

Please report any violations of these Terms & Conditions to Gaggle's Customer Service department at 800-288-7750, via email at support@gaggle.net, or fax to 309-665-0171.

22. General Questions

If you have any questions regarding the Terms & Conditions, please contact Gaggle's Customer Service department at 800-288-7750, via email support@gaggle.net, or fax to 309-665-0171.

Gaggle Service Level Agreement

Last Updated: November 1, 2022

This Enterprise Service Level Agreement (SLA) for Gaggle.Net, Inc. (“Gaggle”) Solutions (“Services”) is made in connection with, and is a part of, your (Customer) Gaggle invoice, Customer contract, or Subscription Agreement for Services including, but not limited to: Archiving & Backup, Safety Management, SpeakUp for Safety, After Hours, Mental Health Services, and ReachOut. This SLA establishes the understanding for Gaggle to provide any of these Services to ensure maximum performance and uptime. Compensation for the Services provided under this SLA shall be at the rates and terms set forth in a Gaggle invoice, Customer contract, or Subscription Agreement.

1. Descriptions of Services

Archiving & Backup

Gaggle Archiving & Backup includes the archiving of all Customer email messages up to 50 megabytes (MB) in size, and all cloud-based (Drive) files up to 300 megabytes (MB) in size.

This Service includes full-text indexing, tiered administrator access permissions, granular litigation management, audit logs of access and activity, policy-based data retention, and advanced search, data recovery, and export options. Gaggle shall not be required to archive, and Customer shall not transmit, miscellaneous documents, which are not attachments to specific email communications for the sole purpose of archiving non-email-related documents.

A separate drive-based archiving solution can also be purchased, which provides archiving of cloud-based files subject to certain file size and file type limitations. This service is intended for individual user-based file archiving versus the archiving of data systems.

As an additional service, which may include additional charges, all email content and cloud-based files archived by Gaggle may be delivered to Customer’s designated server, as needed and upon request, to supplement any backup or disaster recovery program developed and maintained by the Customer.

Safety Management and SpeakUp for Safety Tipline

Gaggle shall monitor email, message communications, documents, and other file types subject to certain file size limitations within third-party services including, but not limited to, those from Google Inc. and Microsoft Corporation.

Gaggle shall not make Safety Management or SpeakUp for Safety tipline available to Customer until Customer has provided Gaggle with the identity of three (3) designated emergency contacts including all emergency contact information. “Designated emergency contact” means the individual(s) designated by you to receive and act upon Gaggle notifications. If applicable, Customer must also provide access to student information system (SIS) data.

If there is a change in any designated emergency contact and/or emergency contact information, you must immediately notify Gaggle of all applicable changes. Your failure to immediately notify Gaggle of any changes to the designated emergency contact information will result in the delay or inability of Gaggle to properly send notifications to your organization.

Chrome Extension

Gaggle's Chrome Extension is a safety monitoring solution for web searches performed by students when using a Chrome Browser on your school-provided account or devices. The extension is a lightweight add-on that does not interfere with activity on your device. It logs all searches and sends them to Gaggle for review by artificial intelligence and our human safety team. Searches that indicate suicide ideation or self-harm and threats of violence will result in email notifications and immediate emergency phone calls when warranted.

After Hours

Gaggle Safety Team Members will alert designated local authorities, who can then determine the appropriate course of action to help ensure student well-being. Possible Student Situation (PSS) incidents occurring after hours, overnight, and on weekends will be handled by the Gaggle Safety Team. Gaggle will reach out to local authorities or social workers to perform a wellness check.

Gaggle will pull data from the district's Student Information System (SIS) so that we can provide the relevant information to authorities. Files with the student data will need to be uploaded daily via a file transfer (sFTP) for each group.

Mental Health Services

Gaggle shall provide outpatient individual and group therapy or coaching sessions to address a variety of experiences, symptoms, and disorders. These services are evidence-based and individualized to meet student or staff needs addressing symptoms related to mood disorders, substance use disorders, depression, anxiety, self-harm, PTSD, grief and loss, stress, trauma, etc.

School staff identify students for therapy or mental health coaching and Gaggle will reach out to those students' parents to coordinate the student intake process and obtain informed consent. Gaggle will then match the students with licensed counselors and send a secure HIPAA-compliant video login link for each session.

Students will participate in ongoing 45-minute video sessions for a duration determined by the provider. Therapy sessions will be scheduled at convenient times for students, including evenings and weekends. Students will be able to log on for therapy sessions from home or at school.

All Gaggle Mental Health Services and activities comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

ReachOut

Gaggle will provide a 24/7 mental health crisis and support line designed for kids and teens. Students are partnered with trained crisis responders to address youth crisis situations and de-escalate to keep the student safe. Students communicate in a 2-way conversation with a crisis counselor via SMS text, web-based chat, or phone.

2. Service Standards

Gaggle shall regularly maintain and update, as needed, all Services. General maintenance typically shall not result in an interruption of Services (Downtime) except for Scheduled Downtime or Emergency Downtime, which is outside the control of Gaggle.

Gaggle guarantees that its Services shall be available 99.5% of the time in a given month, excluding Scheduled Downtime for maintenance and Emergency Downtime. Downtime exists when a particular Customer is unable to send or receive data from Gaggle servers, the failure is resolvable by Gaggle, and such failure has been clearly and fully communicated in writing to the Gaggle technical support team. Downtime shall be applicable until the server is able to send and receive data as confirmed by Gaggle's monitoring systems. Maintenance and updates to Services, which may require an interruption of Services, shall be scheduled by Gaggle through notice to Customer of the Scheduled Downtime. Gaggle shall undertake commercially reasonable efforts to arrange Scheduled Downtime for maintenance and updates to be performed during off-peak hours.

When third-party applications are used within Gaggle Services, Gaggle does not have control over these applications. Downtime of these applications is specifically excluded from this SLA.

3. Limitations

This SLA and any applicable Services do not apply to any of the following:

Issues that are due to factors outside of Gaggle's control including, but not limited to, natural acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers, failure of third-party software, or inability to obtain raw materials, supplies, or power used in or equipment needed for the provision of this SLA.

Interruptions that result from Customer and/or a third-party hardware or software and that are not within the primary control of Gaggle.

Issues that result from outages between Gaggle's Internet Service Provider and Gaggle servers.

Interruptions relating to Domain Name Server ("DNS") issues outside the control of Gaggle including DNS propagation or any delays in the registration or transfer of domain names and browser or DNS caching that may make Customer Site appear inaccessible when others can still access Customer Site.

Scheduled Downtime including upgrades and Emergency Downtime, as described in Section 2.

Customer acts or omissions (or acts or omissions of others engaged or authorized by Customer) including, without limitation, custom scripting or coding and any unauthorized, unlawful email practices.

Issues due to any negligence, willful misconduct, or use of the Services in breach of this SLA, Terms & Conditions, and other related documents.

4. Duration

This SLA shall commence on the Service Start (Commencement) Date and ends on the earlier of the Service End (Expiration) Date or at the time of termination in accordance with Section 7.

5. Roles and Responsibilities

The Services under this SLA are provided to Customer pursuant to Tiered Administrator Access Permissions, which Customer will select and assign to its users based on the access and security needs of the Customer's organization. Users shall only be allowed to access and utilize the Services based on the designated Administrator Access Permission. Customer is responsible to communicate all usernames and passwords to its users. Customer shall control all Customer Tiered Administrator Access Permissions and any changes to those Permissions.

Use of accounts shall be limited to those individuals granted access by the Customer, who is solely responsible for the assignment of accounts and the enforcement of user access security. Gaggle shall use commercially reasonable efforts to advise Customer in identifying any known security breach, but Gaggle shall not be liable to Customer or any user for any inability, failure, or mistake in connection with such assistance. Customer is responsible, at its own cost and expense, to maintain all Customer (Client) Software and Hardware Configurations recommended by Gaggle, which may be updated from time to time. Customer shall report to Gaggle any changes to its Customer (Client) Software and Hardware Configurations.

Customer shall be responsible for monitoring and reporting any problems with its Customer (Client) Software and Hardware Configurations to Gaggle through written or digital format. All Gaggle Services shall only be used in a manner consistent with the appropriate uses associated with the operations and functions of Customer's organization and shall not be contrary to public policy, the law, and commercially acceptable online etiquette. Failure to comply with these limitations may result in Gaggle suspending or terminating the Services of the violating user or all Customer accounts without notice. Gaggle maintains a ticket system to manage all Customer issues. Gaggle provides customer service between the hours of 6:00 AM and 8:00 PM CT Monday through Friday.

Customers can reach our Customer Service team by email (support@gaggle.net), telephone (800-288-7750), or by accessing a live chat feature within the Gaggle interface and on the [Gaggle website](#). After-hours support is provided through a monitored email account at support@gaggle.net. Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

6. SLA Claim

If Customer believes Gaggle is in violation of this SLA, Customer should send an email to Gaggle at support@gaggle.net indicating the day(s) and time(s) in which the unavailability of Services occurred. Gaggle will review each claim and respond to the sender of the email within one (1) full business day.

7. Termination

Either party may terminate the Services under this SLA at any time by providing thirty-day (30) written notice of the intent to terminate. Gaggle may also terminate or suspend any and all Services immediately, without prior notice or liability, if Customer breaches any conditions set forth in this SLA or in the Terms & Conditions the Customer accepted by clicking the Accept button prior to accessing Gaggle Services. Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

8. Notifications

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

9. Assignment

Neither party may assign or transfer any part of this SLA without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

Gaggle Privacy Policy

Last Updated: September 9, 2022

Welcome to the company website of Gaggle.Net, Inc. (Gaggle).

This policy describes the types of information we may collect from you or that you may provide when you visit <http://www.gaggle.net> (the "Company Site") and our practices for collecting, using, maintaining, protecting, and disclosing that information. Please note: The information herein represents only the Company Site at <https://www.gaggle.net> and not Gaggle.Net, Inc. ("Gaggle") Solutions ("Services").

The Company Site is intended for a general audience. Although we may permit educators and parents to access Gaggle solutions through links provided on the Company Site, access to and use of Gaggle solutions is governed by separate agreements with customers and authorized users, including our [Student Data Privacy Notice](#), [Terms & Conditions](#), and [Service Level Agreement](#). In addition, this policy does not apply to information collected by us offline or through any other means or by any third party, including through application or content (including advertising) that may link to or be accessible from or on the Company Site.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use the Company Site. By accessing or using the Company Site, you agree to this privacy policy. This policy may change from time to time (see "Changes to this Privacy Policy"). Your continued use of the Company Site after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children Under the Age of 13 and Student Education Records

The Company Site is not intended for children under 13 years of age or for use in connection with student education records. We do not knowingly collect personal information from children under 13, or information that may comprise student education records, through the Company Site. If you are under 13, do not use or provide any information on the Company Site or on or through any of its features. In addition, regardless of age, you should never provide student education records on or through the Company Site. If we learn we have collected or received personal information from a child under 13 without verification of parental consent or any education records of a minor student through the Company Site, we will delete that information.

To learn more about our practices with respect to student information entered into Gaggle solutions, please refer to our [Student Data Privacy Notice](#).

Information We Collect About You and How We Collect It

We collect several types of information from, and about, users of the Company Site, including information:

- By which you may be personally identified, such as name, employer, job title, postal address, email address, and telephone number ("personal information")
- About your internet connection, the equipment you use to access the Company Site, and other usage details

We collect information:

- Directly from you when you voluntarily provide it to us by completing web forms on the Company Site, such as requests for marketing or other information
- Automatically as you navigate through the Company Site, such as usage details, IP addresses, operating systems, browser types, and information collected through automatic data collection technologies, including cookies, web beacons, and other tracking technologies
- That details your visits to the Company Site, including traffic data, location data, logs, and other communication data, and the resources that you access and use on the Company Site
- Including records and copies of your correspondence (including email addresses), if you choose to contact us
- To help us estimate our audience size and usage patterns
- To recognize you when you return to the Company Site

The technologies we use for this automatic data collection may include:

Cookies (or browser cookies): A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of the Company Site. Unless you have adjusted your browser setting so that it will refuse cookies, the Company Site will issue cookies when you direct your browser to the Company Site.

Web Beacons: Pages of our Company Site and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Tracking Technologies

The Company Site works with third parties when you use the Company Site and to perform services on our behalf. We do not control these third parties' tracking technologies or how they may be used. If you have any questions, you should contact the responsible provider directly.

- **Act-On** allows us to track the activity of anonymous and known prospects coming to the Company Site.
- **AddThis** is a social bookmarking service integrated into the Company Site through the use of a web widget to allow visitors to easily share content.
- **Disqus** is a networked community platform that allows the Company Site to gain a feature-rich comment system complete with social network integration, advanced administration and moderation options, and other extensive community functions.
- **Google Analytics** is a web analysis service provided by Google Inc. ("Google"). Google utilizes the data collected to track and examine the use of the Company Site, prepare reports on its activities, and share them with other Google services.
- **Service Cloud** is a customer service platform that allows the Company Site to create customer relationships that are meaningful, personal, and productive through the use of live chat.

How We Use Your Information

We use information that we collect about you, or that you provide to us while visiting the Company Site, including any personal information:

- To present the Company Site and its contents to you
- To provide you with information about solutions or services that you request from us or that may be relevant to you
- To fulfill any other purpose for which you provide it
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection
- To notify you about changes to the Company Site or any of our solutions or services
- In any other way that we may describe when you provide the information
- For any other purpose with your consent

Disclosure of Your Information

We may disclose aggregated information about our visitors to the Company Site, and information that does not identify any individual, without restriction. Unless otherwise stated herein, we will not disclose to any third party personal information that we collect or that you provide unless you provide consent to do so. We may disclose your personal information:

- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the Company's assets
- To comply with any court order, law, or legal process, including responding to any government or regulatory request
- To enforce or apply our Terms & Conditions or Service Level Agreement
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our company, our customers, or others

Choice/Opt Out

The Company Site gives users the following options for removing their information from our database to not receive future communications or to no longer receive our service:

- You can send an email to support@gaggle.net
- You can send mail to the following postal address: P.O. Box 735566, Dallas, TX 75373-5566
- You can call the following telephone number: 800-288-7750

Correcting and Updating Information

The Company Site gives users the following options for changing and modifying information previously provided:

- You can send an email to support@gaggle.net
- You can send mail to the following postal address: P.O. Box 735566, Dallas, TX 75373-5566
- You can call the following telephone number: 800-288-7750

Telephone Calls

Telephone calls to and from Gaggle may be recorded for training or monitoring purposes only.

Trademarks

All trademarks, service marks, trade names, logos, and graphics (“Marks”) indicated on this site are registered trademarks of Gaggle, its affiliates, and/or licensors in the United States and other countries. You may not make any use of Gaggle Marks without the prior written consent of Gaggle.Net, Inc.

The company, solutions, and service names used on this website are for identification purposes only. All trademarks and registered trademarks are the properties of their respective owners.

Changes to This Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users’ personal information, we will notify you via a notice on the Company Site home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for periodically visiting the Company Site and this privacy policy to check for any changes.

Contact Information

You can, and should, ask questions about this policy and our privacy practices, or feel free to report complaints. You should always feel free to contact us at:

Gaggle.net, Inc.
5050 Quorum Drive
Suite 700
Dallas, TX 75254
Phone: (800) 288-7750
Email: support@gaggle.net



Gaggle Student & Staff Data Privacy Notice

Last Updated: January 13, 2022

Gaggle.Net, Inc. (Gaggle) has been working with K-12 schools and school districts since 1998 and has always maintained clear terms regarding how we treat student and staff data. We reinforce our commitment through participation in a pledge created by the Future of Privacy Forum (FPF) and the Software & Information Industry Association (SIIA) to advance data privacy protection regarding the collection, maintenance, and use of personal information.

We will:

- Not sell student or staff information
- Not behaviorally target advertising nor show advertising to any user
- Use data for authorized education purposes only
- Enforce strict limits on data retention
- Support parental access to, and correction of errors in, their children's information
- Provide comprehensive security standards
- Be transparent about the collection and use of data

Definition of Data

Data includes all personally identifiable information (PII) and other non-public information. Data includes, but is not limited to, student data, staff data, metadata, and user content.

Scope of Policy

This Policy describes the types of information we may collect, or that you may provide, when registering with, accessing, or using Gaggle solutions. This Policy does not apply to information we collect offline or on Gaggle websites (such as our [company website here](#)) or to information that you may provide to, or is collected by, third parties.

Purpose of Data Collection and Ownership

We consider all school and district data to be confidential and do not use such data for any purpose other than to provide services on your behalf and as outlined in your service level agreement or contract. Student data is the property of the school or district and remains in the school or district's control throughout the duration of any agreement/contract.

Role of School and School Officials

Although this Policy will focus mainly on what we do, and what we confirm we will not do, with student and staff data, we believe that schools and school officials are critical partners in our collective efforts to protect and ensure only appropriate use of student-related information entrusted to them and us. In that regard, schools and school officials using Gaggle solutions should be mindful that in granting or allowing access to Gaggle solutions, they are controlling who has access to student and staff information. When we reference "granting or allowing access," we are referring to both intentional actions, such as an administrator

authorizing a Gaggle account for a teacher or a student, as well as unintentional actions and consequences that may flow from, for example, a school's failure to maintain sufficient data governance or security practices.

In cases where the Family Educational Rights and Privacy Act (FERPA) applies, access to certain student information remains the legal responsibility of the applicable school. In all situations, it is incumbent upon our customers to make an affirmative determination before furnishing access to anyone that the party has a legitimate need for access to Gaggle solutions and the sensitive information that may be accessible to that party through Gaggle solutions.

Information About Students

FERPA and Education Records

Although FERPA was enacted decades ago, and certainly well before internet-based services became ubiquitous in academic settings, one of its core tenets was and remains the protection of the privacy of PII in students' education records. As defined in FERPA, "education records" are "those records, files, documents, and other materials which (i) contain information directly related to a student; and (ii) are maintained by an educational agency or institution or by a person acting for such agency or institution." PII from education records includes information such as a student's name or identification number, which can be used to distinguish or trace an individual's identity, either directly or indirectly through linkages with other information.

FERPA requires that educational institutions and agencies that receive certain federal funds (for example, public schools) get prior consent from a parent or legal guardian before disclosing any education records regarding that student to a third party. Consequently, before you enter, upload, or access any data concerning a minor student, you must confirm that your agency or institution has (1) obtained appropriate consent from the parent or guardian of that student or (2) determined that one of the limited exceptions to the consent requirement applies.

Gaggle only uses PII from students' education records to enable the use of Gaggle solutions. Unless a school official expressly instructs otherwise, we will not share or reuse PII from education records for any other purpose. While we think those statements are clear, to avoid any doubt, we will not use student PII to target students or their families for advertising or marketing efforts or sell rosters of student PII to third parties.

COPPA and Children Under the Age of 13

The Children's Online Privacy Protection Act (COPPA) is a federal law designed to protect the privacy of children under 13 years old.

Gaggle's services are in compliance with the Children's Online Privacy Protection Act of 1998.

1. Individual children are not allowed to sign up for any Gaggle solutions. The only way a child may obtain access to a Gaggle solution is through their school.
2. Each school is responsible for creating student accounts for any Gaggle solution. For example, schools may choose to list students' full names, grade level, and ID number in the record for each user. Entering data in these fields is optional and is intended for administrative purposes only.

3. The schoolwide data collected by Gaggle is the school's address, grade levels, and other aggregate information about the school's internet connection, computers, and the likelihood of students having devices such as smartphones or tablets.

Disclosure and Retention of PII

Gaggle will not distribute to third parties any staff data or student data without the consent of either a parent/guardian or a qualified educational institution except in cases of Possible Student Situations (PSS), which may be reported to law enforcement.

To protect your school or district against the risks involved in handling sexually explicit content involving minors, Gaggle registers incidents containing explicit videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children (NCMEC). It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children.

We may also disclose student or staff data to comply with a court order, law, or legal process (including a government or regulatory request), but before doing so, we will provide the applicable school with notice of the requirement so that, if the school so chooses, it could seek a protective order or another remedy. If after providing that notice we remain obligated to disclose the demanded student or staff data, we will disclose no more than that portion of data which, on the advice of our legal counsel, the order, law, or process specifically requires us to disclose.

If a third party purchases all or most of our ownership interests or assets, or we merge with another organization, it is possible that we would need to disclose data to the other organization following the transaction; for example, were we to integrate Gaggle with the other organization's product offerings. To the extent any such transaction would alter our practices relative to this Policy, we will give schools or school districts notice of those changes and any choices they may have regarding student or staff data. Notwithstanding the foregoing, in the event of a merger, acquisition, or substantial transfer of assets, we will hold the new entity to its own privacy policy, or give users (or the school or the school district) the option to opt out of their data being included in the transaction.

Finally, although we outlined earlier in this Policy what constitutes student or staff data, we also want to be clear about what information is not student or staff data or PII. Once PII, whether relating to a school or district employee or student, has been de-identified, that information is no longer PII. PII may be de-identified through aggregation or various other means. The U.S. Department of Education has issued [guidance on de-identifying PII in education records](#). In order to allow us to proactively address customer needs, we anticipate using de-identified information to improve Gaggle solutions and services. That said, we would use reasonable de-identification approaches to ensure that, in doing so, we are not compromising the privacy or security of the PII you entrust to us. We will not attempt to re-identify de-identified data and will not transfer de-identified data to any party unless that party agrees not to attempt re-identification.

Data Security and Protection of Data, Including PII

We have implemented measures designed to secure PII from accidental loss and unauthorized access, use, alteration, and disclosure. Among other things, PII is encrypted in transit to and from Gaggle using SSL technology. In addition, all PII is stored in multiple databases with extensive redundancy and failover

maintained at data centers located in two geographically dispersed states, consistent with guidance from the U.S. Department of Education that storing sensitive education records within the United States is a “[best practice](#).” That said, unfortunately, the transmission of information via the internet is not completely secure and, although we do our best to protect PII, neither we nor any other hosted service provider can guarantee the security of all personally identifiable information.

Data integrity and accuracy are achieved through strict restrictions on how data may be accessed and by whom. Audit logs are kept to be able to track data modification. Additional security measures are in place to prevent and identify data tampering. In the extremely rare case of a data breach, we will immediately notify all customers affected using the primary email address specified in their accounts. It is the responsibility of our customers to contact parents or legal guardians regarding a data breach.

Gaggle has completed a SOC 2 Type 2 audit of the Trust Service Principles: Security, Availability, and Privacy. Our assessors’ review of our technology and practices resulted in a final SOC 2 report free of any disclosures, which evidences Gaggle’s unwavering commitment to information security and keeping our customers’ data safe.

According to the American Institute of CPAs:

“A Software-as-a-Service (SaaS) or Cloud Service Organization that offers virtualized computing environments or services for user entities and wishes to assure its customers that the service organization maintains the confidentiality of its customers’ information in a secure manner and that the information will be available when it is needed. A SOC 2 report addressing security, availability, and confidentiality provides user entities with a description of the service organization’s system and the controls that help achieve those objectives.”

Expiration of Agreement and Disposal of Data, Including PII

Upon the expiration or termination of any agreement/contract between a school or school district and Gaggle, we keep customer data for up to 30 days except in cases where state laws require a specific shorter or longer duration.

Any retained data will, of course, remain subject to the restrictions on disclosure and use outlined in this policy for as long as it resides with us.

Correction of Data

We only accept requests to change data from main contacts and administrators. Parents or legal guardians who request changes to student data should go through a school- or district-authorized main contact or administrator.

Focused Collection

- Geolocation data is not collected.
- Gaggle does not collect biometric data.
- No sensitive data is intentionally collected.

Data Collection

- All data is used only for the purpose for which it was collected for product requirements to ensure student safety.
- Gaggle does not combine personally identifiable information except for data produced by the school or district.
- No specific types of personal information are collected.
- No user personal information is acquired from third parties.
- The product does not provide any links to external websites.
- Third parties are not allowed to access user information.

Data Sharing

- No data is shared with unrelated third parties unless requested by a customer or as required by law.
- While aggregate data is maintained, none is shared with unrelated third parties.
- Data is never shared with unrelated third parties for research, although de-identified data is used to improve the product.
- Gaggle does not work with unrelated third-party service providers, nor does Gaggle share data with any such providers.
- Gaggle does not support social or federated logins.
- There is no unrelated third-party access to data and thus no contractual limits are set.

Data Security

- User identity is not linked to other sources, except student information systems as provided by the school or district.
- Third-party contractual protections are not required as there are no third-party agreements.

Data Rights

- Schools and districts operating in loco parentis control all student information and privacy settings.
- Users do not create or upload data on Gaggle but may do so via the platforms being monitored.
- Schools and districts may download data from the system.

Data Sold

- No user data is ever sold to third parties. As such, an opt out is unnecessary.
- User information is never transferred to a third party.
- Data is not shared with third parties for research or product improvement.

Data Safety

- Users cannot communicate with untrusted users via Gaggle. No communication via Gaggle is enabled for Gaggle Safety Management.
- Users do not create profiles on Gaggle, nor do they engage in social interactions in the safety management system.
- No personal information is displayed publicly.
- All user-created data is content filtered and none is displayed publicly.
- All interactions between users, social or otherwise, and administrator activities are logged.

- Users can report abuse or cyberbullying either directly in content, via the SpeakUp for Safety tipline, or by contacting Customer Support.

Ads & Tracking

- No marketing messages are ever sent to end users.
- Gaggle does not engage in sweepstakes, contests, or surveys with end users.
- Gaggle does not engage in contextual or behavioral marketing.

Parental Consent

- Gaggle is only provided to schools and districts operating in loco parentis. Students are subject to the school’s acceptable use policy.
- COPPA parental consent is provided via the school or district operating in loco parentis.
- Parental consent with respect to third parties does not apply as there are no third-party relationships and consent is provided by the school or district.
- Parental consent can be withdrawn via arrangements with the school or district.
- Parental consent notice and submission methods are provided via the school or district.

School Purpose

- Gaggle is designed and built for K-12 students, schools, and districts but is not marketed to students.
- Gaggle does not publish or disclose directory information.

Changes to This Policy

We may update this Policy from time to time. If we make material changes, we will post the updated policy on this page (with a notice that the policy has been updated) and notify all customers by email using the primary email address specified in their accounts.

Contact Information

You can, and should, ask questions about this Policy and our privacy practices. You should always feel free to contact us at:

Gaggle.net, Inc.
5050 Quorum Drive
Suite 700
Dallas, TX 75254
Phone: (800) 288-7750
Email: support@gaggle.net



SAISD BOARD AGENDA SUMMARY FORM

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

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

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

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

MEETING DATE: February 27, 2023

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve Procurement Services' Recommendations to Board of Trustees for February 27, 2023.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

1. Be it resolved that the Board approve the ratification for the purchase of 125 each, Water Bottle Filling Stations. This purchase will provide water bottle filling stations to be installed at every campus.

- Recommended by: Facilities Maintenance
- Submitted by: Fred Padilla
- Selection Method: Interlocal with NEISD #57-20
- Contract Term: Period covering February 28, 2023 through March 31, 2023
- Funding Source: Federal – 281-51-6316-00-934-99-P-60

<u>VENDOR</u>	<u>AWARD AMOUNT</u>
San Antonio Winsupply	\$114,942 approximately

2. Be it resolved that the Board approve the purchase of a Safety and Security Management System (suite of tools) to monitor and manage in support of their efforts of ensuring the safety and security of the District's students and staff. This purchase will provide the ability to run background checks for all visitors. The solution also includes applications for accountability and reunification during an emergency and drill management software. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.

- Recommended by: Information Technology
- Submitted by: Evangelina Mendoza

- Selection Method: Request for Proposal – RFP #22-048(RC)
- Contract Term: Period covering February 28, 2023 through June 30, 2025 with the option to renew for three (3) additional one (1) year periods
- Funding Source: Local – 199-52-6249-03-884-99-0-00 - \$58,750.00
 Local – 282-52-6249-03-884-99-P-60 - \$57,083.75

VENDOR

Crisisgo, Inc.

AWARD AMOUNT

\$116,000 (Yr. 1) approximately
Onetime Fee: \$13,838
Annual Fee: \$101,995

3. Be it resolved that the Board approve the purchase of District Wireless Refresh, wireless internet equipment and installation services. This purchase will provide wireless internet throughout SAISD facilities Districtwide, including both new construction and upgrades when existing equipment is end-of-life. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.
- Recommended by: Information Technology
 - Submitted by: Evangelina Mendoza
 - Selection Method: Request for Proposal – RFP #22-052(RC)
 - Contract Term: Period covering February 28, 2023 through June 30, 2025 with the option to renew for three (3) additional one (1) year periods
 - Funding Source: Various Funding - Budget codes will vary depending on the project, but most projects will be funded by Bond, 672-53-6XXX-XX-XXX-99-E21. In addition, most equipment purchased for schools will receive an 85% discount through the E-Rate program; the cost reflects the “pre-discounted” value of the goods.

VENDORS

Layer 3 Communications
Netsync Network Solutions

AWARD AMOUNT

\$520,000 (annually) approximately

4. Be it resolved that the Board approve the purchase of Network Switches. This purchase will replace outdated switches throughout the District’s campus and administration sites Districtwide, including sites under Bond. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.
- Recommended by: Information Technology
 - Submitted by: Evangelina Mendoza
 - Selection Method: Request for Proposal – RFP #22-066(RC)
 - Contract Term: Period covering February 28, 2023 through June 30, 2025 with the option to renew for three (3) additional one (1) year periods
 - Funding Source: Various Funding - Budget codes will vary depending on the project, but most projects will be funded by Bond, 672-53-6XXX-XX-XXX-99-E21. In addition, most equipment purchased for schools will receive an 85% discount through the E-Rate program; the cost reflects the “pre-discounted” value of the goods.

VENDORS

Layer 3 Communications
Netsync Network Solutions

AWARD AMOUNT

\$1,700,000 (annually) approximately

5. Be it resolved that the Board approve the purchase of Network Cabling. This purchase will provide cabling services throughout the District’s campus and administration sites Districtwide. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.

- Recommended by: Information Technology
- Submitted by: Evangelina Mendoza
- Selection Method: Request for Proposal – RFP #22-067(RC)
- Contract Term: Period covering February 28, 2023 through June 30, 2025 with the option to renew for three (3) additional one (1) year periods
- Funding Source: Various Funding - Budget codes will vary depending on the project, but most projects will be funded by Bond, 672-53-6XXX-XX-XXX-99-E21. In addition, most equipment purchased for schools will receive an 85% discount through the E-Rate program; the cost reflects the “pre-discounted” value of the goods.

VENDORS

CDI Technology Services
Eldridge Electric Company
Facility Solutions Group
JLA Communications, LLC

AWARD AMOUNT

\$1,800,000 (annually) approximately

6. Be it resolved that the Board approve the purchase of a Equity – Centered Pipeline Communication Plan to work in collaboration with SAISD staff for concept development, including creation of storyboards, scripting and design review to capture the evolution of the equity-focused work of the district which includes the creation of social media postings, infographics, brochures/pamphlets, a bank of still photographs and documentary style, explainer, testimonial and burst videos. This purchase will be used to communicate and capture the evolution of the equity-focused work in SAISD with both internal and external stakeholders. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.

- Recommended by: Office of School Leadership
- Submitted by: Angelica Romero
- Selection Method: Request for Proposal – RFP #22-073(RC)
- Contract Term: Period covering February 28, 2023 through February 28, 2024 with the option to renew for three (3) additional one (1) year periods
- Funding Source: Federal – 499-21-6299-04-826-99-COM - \$130,000
Federal – 202-21-6291-03-856-99-0-00 - \$100,000

VENDOR

Talk Strategy

AWARD AMOUNT

\$230,000 approximately

7. Be it resolved that the Board approve the purchase of School Choice Enrollment Platform. This purchase will support registration and enrollment management. The platform provides a school finder that allows families access to school offerings. The platform also supports application management, registration, transfers, lottery, waitlists and offers for families applying for choice and neighborhood schools, and magnet programs serving students in grades PreK-12 District-wide. Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract’s provisions.
- Recommended by: Office of Access, Enrollment and Retention
 - Submitted by: Eleanor Fernandez
 - Selection Method: Request for Proposal – RFP #22-072(RC)
 - Contract Term: Period covering February 28, 2023 through March 1, 2024 with the option to renew for four (4) additional one (1) year periods
 - Funding Source: Federal – 282-21-6399-65-807-99-R40 (2021)

VENDOR

Avela

AWARD AMOUNT

\$222,500 approximately
 (yearly cost) includes the
 Multi-Factor Authentication (MFA)
 Fee of \$5,000.00

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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

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

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

- Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.

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

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Approval for the ratification to purchase 125 each, Elkay EZH2O water bottle filling stations.

2. How will goods and/or services be used? (List Campus/Grades impacted): water bottle filling stations to be installed at every campus.

3. Submitted by: Fred Padilla Facilities Maintenance 1/11/2023
Printed Name Department Date

4. Recommended Vendor(s): Company Name: San Antonio winsupply
Address: 2510 Macarthur View
City/State/Zip: San Antonio, TX 78217-4439
Phone No: 210-826-0616
Point of Contact: William Toliver
E-mail Address: wtoliver@winsupplyinc.com
(Use a separate sheet to identify multiple vendors)
Vendor #: 65874
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: _____
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: NEISD #57-20
 Professional Services
 Sole Source Contract Expiration Date: 8/31/2025
 Other

6. Purchase valid from: 02/28/2023 through: 03/31/2023

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

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 114,942.53
Approximately

10. Funding Source(s) – check all that apply: Federal State _____ Local _____ Bond _____
Provide Budget Codes & Descriptions: 281-51-6316-00-934-99-P-60
Federal Funding

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

- | | |
|---|------|
| 1) C & I (Goods, Materials, Services) | \$ 0 |
| 2) Facilities (Additional Space, Infrastructure, Utilities) | \$ 0 |
| 3) Transportation (Additional Routes) | \$ 0 |
| 4) HR (Additional Staff) | \$ 0 |
| 5) Technology (Cabling/Equipment, etc.) | \$ 0 |
| 6) Vehicle Insurance (<i>Director, Employee Benefits signs below</i>) | \$ 0 |

<u>Fred Padilla</u>	Fred Padilla	1/11/2023
Requestor Signature	Type Name	Date
<u>Chris E. Salley</u>	Chris Salley	1/11/2023
Sr. Executive Director/Executive Director Signature	Type Name	Date
_____ Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
_____ Deputy Superintendent, Academics & School Leadership Signature	<u>Patricia Salzmann</u> Type Name	Date
<u>Edward Romero</u>	<u>Eddie Romero</u>	1/17/2023
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	<u>Dottie Carreon</u>	1/19/2023
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
<u>Kenneth Thompson</u>	<u>Dr. Kenneth Thompson</u>	1/12/2023
Deputy Superintendent Operations Signature	Type Name	Date
<u>Michael Eaton</u>	<u>Michael Eaton</u>	1/11/2023
Chief Operations Officer Signature	Type Name	Date
_____ Chief Information Technology Officer, Information Technology Signature	<u>Eva Mendoza</u> Type Name	Date
_____ Construction & Development Services Signature	<u>Kamal ElHabr</u> Type Name	Date
_____ Chief of Human Capital Management Signature	<u>Christopher Martinez</u> Type Name	Date
_____ Director, Employee Benefits, Risk Management & Safety Signature	<u>Lorena Sanchez</u> Type Name	Date

Reviewed By:

Revised: December, 2022



P O BOX 17508 (BILLING)
 2510 MACARTHUR VIEW
 SAN ANTONIO, TX 78217-4439
 PHONE (210) 826-0616
 FAX (210) 826-0942

Quoted To Customer
SAN ANTONIO ISD 141 LAVACA ST SAN ANTONIO, TX 78210-1039
Phone (210) 354-9300 Fax

Job Name
STOCK

Quote No.	Date	Page
0034826	12/05/22	1
Expiration Date		1/04/23
Revised Date		12/05/22
Bid Due Date		12/05/22

Quoted By
Willie Toledo wtoledo@winsupplyinc.com (210) 420-5926

Customer	Payment Terms	Quoted To	Salesperson	FOB
002933	2% 10, NET 30	Willie Toledo	WILLIAM TOLEDO	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
		*THESE WILL SHIP FROM THE FACTORY.			
1.0	125	ELKAY EZ8WSSMC EZH20 REFRI. BOTTLE FILLER, NON-FILTERED *00705041871	919.5402	EA	114942.53
2.0	125	ELKAY LZ8WSSMC EZH20 REFRI. BOLLTLE FILLER, FILTERED *00705041870	965.5172	EA	120689.65

Tax Area Id	Net Sales	235,632.19
440292570	Freight	.00
	Tax	.00
	Quotation Total	235,632.19

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: A safety and security management system (suite of tools) to monitor and manage in support of their efforts of ensuring the safety and security of the district's students and staff.

2. How will goods and/or services be used? (List Campus/Grades impacted): The solution will provide the ability to run background checks for all visitors. The solution also includes applications for accountability and reunification during an emergency and drill management software.

3. Submitted by: EVANGELINA MENDOZA 950-INFORMATION TECHNOLOGY 01/13/2023
Printed Name Department Date

4. Recommended Vendor(s): Company Name: CRISISGO, INC
Address: 800 W. EL CAMINO REAL SUITE 180
City/State/Zip: MOUNTAIN VIEW, CA 94040
Phone No: 314-833-4167
Point of Contact: CHRIS VUILLAUME
E-mail Address: LISA.SUN@CRISISGO.COM
Vendor #: N/A
(Use a separate sheet to identify multiple vendors)
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
[X] Competitive Purchase (RFP, RFQ, IFB), Contract #: 22-048 (RC)
Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #:
Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #:
Professional Services
Sole Source Contract Expiration Date: 06/30/2025
Other

6. Purchase valid from: 02/28/2023 through: 06/30/2025

7. For Competitive Purchases Only: Renewals: Yes [X] No
No. of Renewals: 3 ADD'L 1 YR PERIODS

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 116,000 YR 1
Approximately

10. Funding Source(s) - check all that apply: Federal State Local [X] Bond
Provide Budget Codes & Descriptions: onetime fee: \$13,838.75 Annual Fee: \$101,995
199-52-6249-03-884-99-0-00 visitor Management System \$58,750.00
282-52-6249-03-884-99-P-60 Crisis Go 57,083.75

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) C & I (Goods, Materials, Services)	\$ 0
2) Facilities (Additional Space, Infrastructure, Utilities)	\$ 0
3) Transportation (Additional Routes)	\$ 0
4) HR (Additional Staff)	\$ 0
5) Technology (Cabling/Equipment, etc.)	\$ 0
6) Vehicle Insurance (Director, Employee Benefits signs below)	\$ 0

<i>Evangelina Mendoza</i>	Evangelina Mendoza	1/13/2023
Requestor Signature	Type Name	Date
<hr/>		
Sr. Executive Director/Executive Director Signature	Type Name	Date
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<hr/>		
Deputy Superintendent, Academics & School Leadership Signature <i>Edward Romero</i>	<u>Patricia Salzmann</u> Type Name	Date
Executive Director, Operations & Business Services Signature	<u>Eddie Romero</u> Type Name	1/17/2023 Date

COORDINATION CONDUCTED WITH (if required):

<i>Dorothy H. Carreon</i>	Dottie Carreon	1/17/2023
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
<hr/>		
<i>Kenneth Thompson</i>	<u>Dr. Kenneth Thompson</u>	1/13/2023
Deputy Superintendent Operations Signature	Type Name	Date
<hr/>		
Chief Operations Officer Signature <i>Evangelina Mendoza</i>	<u>Michael Eaton</u>	Date
Chief Information Technology Officer, Information Technology Signature	Type Name	1/13/2023 Date
<hr/>		
Construction & Development Services Signature	<u>Kamal ElHabr</u>	Date
Chief of Human Capital Management Signature	Type Name	Date
<hr/>		
Director, Employee Benefits, Risk Management & Safety Signature	<u>Lorena Sanchez</u>	Date
	Type Name	Date

Reviewed By: RC

Revised: December, 2022

**RFP #22-052 District Wireless Refresh
Supplemental Attachment**

#4 - Recommended Vendors

Vendor Name: Netsync Network Solutions
Address: 4830 N Loop 1604 W #118
City/State/Zip: San Antonio, TX 78249
Phone No: 866-974-5959
Point of Contact: David Tijerina
E-mail Address: dtijerina@netsyncnetwork.com

Vendor Name: Layer 3 Communications
Address: 4856 Research Dr
City/State/Zip: San Antonio, TX 78240
Phone No: 512-587-0390
Point of Contact: Joe Camareno
E-mail Address: jamareno@layer3com.com

#11 – General Ledger Inquiry

This contract is for purchases beginning in a future fiscal year, so general ledger balances are not available. SAISD will make all purchases in accordance with the board-approved budget.

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: Network Switches, the District seeks enterprise network switches that will replace outdated switches throughout the District's campus and administration sites.

2. How will goods and/or services be used? (List Campus/Grades impacted): Switch equipment and installation services will be used throughout the District's campus and administration sites, including sites under Bond.

3. Submitted by: Evangelina Mendoza 950-Information Technology 01/02/2023
Printed Name Department Date

4. Recommended Vendor(s): Company Name: See attached
Address: _____
City/State/Zip: _____
Phone No: _____
Point of Contact: _____
E-mail Address: _____
(Use a separate sheet to identify multiple vendors)
Vendor #: _____
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: 22-066(RC)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services Contract Expiration Date: _____
 Sole Source
 Other

6. Purchase valid from: 02/28/23 through: 06/30/2025

7. For Competitive Purchases Only: Renewals: Yes No
No. of Renewals: 3 additional 1 years

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 1,700,000 annually
Approximately

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

Provide Budget Codes & Descriptions: Budget codes will vary depending on the project, but most projects will be funded by Bond, 672-53-6XXX-XX-XXX-99-E22.
In addition, most equipment purchased for schools will receive an 85% discount through the E-Rate program; the cost in item #9 reflects the "pre-discounted" value of the goods.

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

Recommended Vendors for RFP #22-066 Network Switch

Vendor Name: Netsync Network Solutions
Vendor Number: 57976
Address: 4830 N Loop 1604 W #118
City/State/Zip: San Antonio, TX 78249
Phone No: 866-974-5959
Point of Contact: David Tijerina
E-mail Address: dtijerina@netsyncnetwork.com

Vendor Name: Layer 3 Communications
Address: 4856 Research Dr
City/State/Zip: San Antonio, TX 78240
Phone No: 512-587-0390
Point of Contact: Joe Camareno
E-mail Address: jcamareno@layer3com.com

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: using 22-067 Network Cabling, the District seeks cabling services that will be used throughout the District's campus and administration sites.

2. How will goods and/or services be used? (List Campus/Grades impacted): cabling will be used throughout the District's campus and administration sites.

3. Submitted by: Evangelina Mendorza 950-Information Technology 01/11/2023
Printed Name Department Date

4. Recommended Vendor(s): Company Name: SEE ATTACHMENT
Address: SEE ATTACHMENT
City/State/Zip: SEE ATTACHMENT
Phone No: SEE ATTACHMENT
Point of Contact: SEE ATTACHMENT
E-mail Address: SEE ATTACHMENT
(Use a separate sheet to identify multiple vendors)
Vendor #: SEE ATTACHMENT
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP 22-067(RC)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services Contract Expiration Date: 06/30/2025
 Sole Source
 Other

6. Purchase valid from: 02/28/2023 through: 06/30/2025

7. For Competitive Purchases Only: Renewals: Yes No
No. of Renewals: 3 ADDITIONAL 1 YEAR

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 1,800,000.00 annually
Approximately

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

Provide Budget Codes & Descriptions: BUDGET CODE WILL VARY DEPENDING ON THE PROJECT, BUT MORE PROJECTS WILL BE FUNDED BY BOND, 672-53-6XXX-XX-XXX-99-E40. IN ADDITION, MOST EQUIPMENT PURCHASED FOR SCHOOLS WILL RECEIVE AN 85% DISCOUNT THROUGH THE E-RATE PROGRAM; COST IN #9 REFLECTS "PRE-DISCOUNT" VALUE OF GOODS

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

Recommended Vendors for RFP #22-067 Network Cabling

Vendor Name: CDI Technology Services
Vendor Number: 14179
Address: 3422 General Hudnell Drive, San Antonio, TX 78226
Phone No: 210-488-9066
Point of Contact: Hector Rosales
E-mail Address: hector@cdi-tech.net

Vendor Name: Eldridge Electric Company
Vendor Number:
Address: 13315 Western Oak Drive, Helotes, TX 78023
Phone No: 210-695-9122
Point of Contact: Pete Cervantes
E-mail Address: pete@eldridge-electric.com

Vendor Name: JLA Communications LLC
Address: 2307 Bandera Rd, Suite 102, San Antonio, TX 78226
Phone No: 210-888-1056
Point of Contact: Jacob Arocha
E-mail Address: jacob.arocha@jlacommunications.net

Vendor Name: Facility Solutions Group
Address: 3003 NE Loop 410, Suite 130, San Antonio, TX 78218
Phone No:
Point of Contact: Robin Portenier
E-mail Address: Robin.Portenier@fsgi.com

PROCUREMENT SERVICES CONSENT AGENDA FORM

- Description of goods, services and/or contract recommended for purchase: _____
will work in collaboration with SAISD staff for concept development, including creation of storyboards, scripting and design review to capture the evolution of the equity-focused work of the ~~district which includes the creation of social media postings, infographics, brochures/pamphlets,~~ a bank of still photographs and documentary style, explainer, testimonial and burst videos.
- How will goods and/or services be used? (List Campus/Grades impacted): _____
The products will be used to communicate and capture the evolution of the equity-focused work in ~~SAISD with both internal and external stakeholders.~~

3. Submitted by: Angelica Romero Office of School 01/05/2023
 Printed Name Leadership Department Date

4. Recommended Vendor(s): Company Name: Talk Strategy
 Address: 110 Broadway, Suite 625
 City/State/Zip: San Antonio, TX 78205
 Phone No: 210-223-2772
 Point of Contact: Anamaria Suecscun-Fast
 E-mail Address: anamaria@talkstrategy.com
 Vendor #: 111105 (Use a separate sheet to identify multiple vendors)
 (Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP# 22-073 (RC)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 02/28/2024
 Other

6. Purchase valid from: 2/28/2023 through: 2/28/2024

7. For Competitive Purchases Only: Renewals: Yes No _____
 No. of Renewals: 3 add'l 1 yrs

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

9. Total Cost for Goods and/or Services to be Purchased: \$230,000
 Approximately

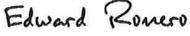
10. Funding Source(s) – check all that apply: Federal State _____ Local _____ Bond _____
 Provide Budget Codes & Descriptions: Grants
~~wallace Grant - 499-21-6299-04-826-99-COM - \$130,000~~
~~TST Grant - 202-21-6291-03-856-99-0-00 - \$100,000~~

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

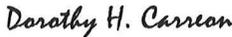
12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

- | | |
|---|------|
| 1) C & I (Goods, Materials, Services) | \$ 0 |
| 2) Facilities (Additional Space, Infrastructure, Utilities) | \$ 0 |
| 3) Transportation (Additional Routes) | \$ 0 |
| 4) HR (Additional Staff) | \$ 0 |
| 5) Technology (Cabling/Equipment, etc.) | \$ 0 |
| 6) Vehicle Insurance (<i>Director, Employee Benefits signs below</i>) | \$ 0 |

		1/9/2023
Requestor Signature	Type Name	Date
<hr/>		
Sr. Executive Director/Executive Director Signature	Type Name	Date
<hr/>		
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
	Patricia Salzmänn	1/14/2023
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
	Eddie Romero	1/17/2023
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

		1/19/2023
Chief Financial Officer, Financial Services & Business Operations Signature	Dottie Carreon Type Name	Date
<hr/>		
Deputy Superintendent Operations Signature	Dr. Kenneth Thompson Type Name	Date
<hr/>		
Chief Operations Officer Signature	Michael Eaton Type Name	Date
<hr/>		
Chief Information Technology Officer, Information Technology Signature	Eva Mendoza Type Name	Date
<hr/>		
Construction & Development Services Signature	Kamal ElHabr Type Name	Date
<hr/>		
Chief of Human Capital Management Signature	Christopher Martinez Type Name	Date
<hr/>		
Director, Employee Benefits, Risk Management & Safety Signature	Lorena Sanchez Type Name	Date

Reviewed By:

Revised: December, 2022

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase: _____
The school choice enrollment platform will support registration and enrollment management. The platform provides a school finder that allows families access to school offerings. The platform also supports application management, registration, transfers, lottery, waitlists, and offers for families applying for choice and neighborhood schools.
2. How will goods and/or services be used? (List Campus/Grades impacted): _____
The goods and services will be utilized for choice schools, magnet programs, and neighborhood schools serving students in grades PreK-12.

3. Submitted by: Eleanor Fernandez Office of Access, Enrollment, and 02/16/2023
 Printed Name Department Date

4. Recommended Vendor(s): Company Name: Avela
 Address: 855 Folsom Street, Suite 940
 City/State/Zip: San Francisco, CA 94107
 Phone No: 415-580-2613
 Point of Contact: Greg Bybee
 E-mail Address: greg@avela.org
 Vendor #: RFP #22-072(RC) *(Use a separate sheet to identify multiple vendors)*
(Please provide vendor number if you have used them before. If not put N/A)

5. Selection Method Used: (check one)
 Competitive Purchase (RFP, RFQ, IFB), Contract #: RFP #22-072(RC)
 Purchasing Coop (i.e. ESC 20, DIR, BuyBoard), Coop Name / Contract #: _____
 Interlocal (i.e. NISD, Judson ISD, NEISD), Contract #: _____
 Professional Services
 Sole Source Contract Expiration Date: 03/01/2024
 Other

6. Purchase valid from: 02/28/2023 through: 03/01/2024

7. For Competitive Purchases Only: Renewals: Yes No _____
 No. of Renewals: 4 additional one yr. periods

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

9. Total Cost for Goods and/or Services to be Purchased: \$ 222,500.00
Approximately

10. Funding Source(s) – check all that apply: Federal State _____ Local _____ Bond _____
 Provide Budget Codes & Descriptions: 282-21-6399-65-807-99-R40 (2021)
~~The total cost includes the multi-factor authentication fee of \$5,000.~~

11. Provide a copy of General Ledger Inquiry showing corresponding balances.

12. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

- | | |
|--|--------|
| 1) C & I (Goods, Materials, Services) | \$ N/A |
| 2) Facilities (Additional Space, Infrastructure, Utilities) | \$ N/A |
| 3) Transportation (Additional Routes) | \$ N/A |
| 4) HR (Additional Staff) | \$ N/A |
| 5) Technology (Cabling/Equipment, etc.) | \$ N/A |
| 6) Vehicle Insurance (Director, Employee Benefits signs below) | \$ N/A |

<u>Eleanor Fernandez</u>	Eleanor Fernandez	2/16/2023
Requestor Signature	Type Name	Date
<hr/>		
Sr. Executive Director/Executive Director Signature	Type Name	Date
<hr/>		
Associate Superintendent/Assistant Superintendent Signature	Type Name	Date
<u>Patricia Salzmänn</u>	Patricia Salzmänn	2/16/2023
Deputy Superintendent, Academics & School Leadership Signature	Type Name	Date
<u>Edward Romero</u>	Eddie Romero	2/17/2023
Executive Director, Operations & Business Services Signature	Type Name	Date

COORDINATION CONDUCTED WITH (if required):

<u>Dorothy H. Carreon</u>	Dottie Carreon	2/17/2023
Chief Financial Officer, Financial Services & Business Operations Signature	Type Name	Date
<u>Kenneth Thompson</u>	Dr. Kenneth Thompson	2/17/2023
Deputy Superintendent Operations Signature	Type Name	Date
<u>Michael Eaton</u>	Michael Eaton	
Chief Operations Officer Signature	Type Name	Date
<u>Evangalina Mendoza</u>	Eva Mendoza	2/16/2023
Chief Information Technology Officer, Information Technology Signature	Type Name	Date
<u>Kamal ElHabr</u>	Kamal ElHabr	
Construction & Development Services Signature	Type Name	Date
<u>Christopher Martinez</u>	Christopher Martinez	
Chief of Human Capital Management Signature	Type Name	Date
<u>Lorena Sanchez</u>	Lorena Sanchez	
Director, Employee Benefits, Risk Management & Safety Signature	Type Name	Date

Minutes of Board Business Meeting A
San Antonio Independent School District Board of Trustees
Monday, January 9, 2023

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

Board Business Meeting A of the Board of Trustees of the San Antonio ISD was held on Monday, January 9, 2023, beginning at 5:33 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. Meeting Called to Order

- A. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0
 - 1. Mrs. Christina Martinez
 - 2. Ms. Alicia Sebastian
 - 3. Mr. Arthur Valdez
 - 4. Mr. Ed Garza
 - 5. Ms. Leticia Ozuna
 - 6. Mrs. Patti Radle
 - 7. Mrs. Sarah Sorensen
- B. Recording of Superintendent Present
 - 1. Dr. Jaime Aquino
- C. Pledge of Allegiance to the U. S. Flag
- D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
- E. Citizens' Presentations - 60-minute total time limit for this item
None presented.

2. Presentations

- A. Presentation on the District Landscape Analysis Phase II
This was a discussion-only item. No action was required.
- B. Presentation of 2022-23 Middle of Year (MOY) Assessment Results
This was a discussion-only item. No action was required.

3. Governance

- A. Discussion and Possible Approval of an Amendment to the Resolution of the San Antonio Independent School District, Bexar County, Texas, Adopting a Redistricting Plan for Trustee Single Member Districts Following Release of the 2020 Census Data
Motion by Ms. Sebastian to include Douglass Elementary School under Single Member District 2 and to approve the amendment to the resolution as presented. Second by Mrs. Sorensen; approved by a vote of 7-0 with all Board members being present.

4. Closed Session

- A. Mrs. Martinez convened the Board in Closed Session at 6:18 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and 551.076) to discuss and/or receive information about the items under this section listed as 4A1, 4A2, 4A3, 4A4, 4A5, 4A6 and 4A7.
- B. Mrs. Martinez reconvened in Open Session at 7:42 p.m. and took appropriate action on items discussed in Closed Session.

1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)
No action taken.
2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification, and dismissal of an employee. (TGC 551.071 and TGC 551.074)
No action taken.
3. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
No action taken.
4. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
No action taken.
5. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
No action taken.
6. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
No action taken.
7. Consultation with legal counsel regarding resolution of pending legal matters with Public Montessori in Action International and Monarca Montessori Network. (TGC 551.071)
No action taken.

5. Adjournment

- A. Mrs. Martinez adjourned the meeting at 7:43 p.m.

MINUTES APPROVED

The foregoing minutes of the Board Business Meeting A of the Board of Education of the San Antonio Independent School District held on Monday, January 9, 2023 were duly approved at a meeting held on February 27, 2023.

ATTEST:

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

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

Minutes of Board Business Meeting B
San Antonio Independent School District Board of Trustees
Monday, January 23, 2023

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

Board Business Meeting B of the Board of Trustees of the San Antonio ISD was held on Monday, January 23, 2023, beginning at 5:39 p.m., Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. Meeting Called to Order

A. Roll Call of Board Members Present and Declaration of Quorum Present 7 Absent 0

1. Mrs. Christina Martinez
2. Ms. Alicia Sebastian – Arrived at 5:56 p.m.
3. Mr. Arthur Valdez
4. Mr. Ed Garza – stepped away at 11:21 p.m. and returned at 11:24 p.m.
5. Ms. Leticia Ozuna
6. Mrs. Patti Radle
7. Mrs. Sarah Sorensen

B. Recording of Superintendent Present

1. Dr. Jaime Aquino

C. Pledge of Allegiance to the U. S. Flag

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

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

For details regarding their comments, please refer to the video recording for this meeting located at www.saisd.net on the SAISD Board Page.

1. Delia Montelongo, SAISD Staff
2. Karen Harris, SAISD Staff
3. Bertha Fogerson, SAISD Staff
4. Martha Leticia Silva Flores, SAISD Staff
5. Jesse Delgadillo, SAISD Student
6. Julio Casasola, SAISD Parent
7. Irina Duran, SAISD Staff
8. Luis De la Garza, SAISD Staff
9. Cole Terrell, SAISD Staff
10. Emilce Gonzalez, SAISD Staff
11. Myriam Gonzalez, SAISD Staff
12. Dalinda Trevino, SAISD Staff
13. Sandra Sanchez, SAISD Parent
14. Linda Rios Garcia, SAISD Staff
15. Veronica Gomez, SAISD Parent
16. Connie Carey, SAISD Staff
17. Kim Barg, SAISD Staff
18. Sonya Mora, SAISD Staff
19. Lizbet Jimenez, SAISD Parent
20. D'Les Gonzalez, SAISD Parent
21. Barbara Burford, SAISD Parent
22. Mia Rivera, SAISD Student
23. Margaret Davis, TCIS
24. Karen Phillips, TCIS
25. Yesenia Rodriguez, SAISD Staff

26. Tate Jaeger, SAISD Staff
27. Trinity Gabreyski SAISD Student
28. Doug Dawson, SIC
29. Mike Gonzalez, SAISD Staff
30. Felisia Brummett, SAISD Staff
31. Victoria Sandoval, SAISD Student
32. Niovy Villasenor, SAISD Student
33. Jason Mims, Community Member
34. Tiffany O'Neill, SIC
35. Elizabeth Leos, SAISD Parent
36. Ashley Brady, SAISD Staff
37. Dorothy Kniker, SAISD Staff
38. Brian Sparks, SAISD Staff

2. Governance

- A. In-District Charter School Renewal Recommendations for Advanced Learning Academy, Ball ES, Bowden Academy, Briscoe ES, Burbank HS, CAST Tech HS, Democracy Prep at Stewart Academy, Fenwick Academy, Gates ES, Harris MS, Huppertz ES, Jefferson HS, Lamar ES, Ogden ES, Storm ES, Woodlawn Academy, Woodlawn Hills ES, Young Women's Leadership Academy
Motion by Mr. Valdez; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members being present. The Board accepted the recommendation for the In-District Charter School Renewals as recommended by staff.
- B. Order Calling an Election for Trustees from Single-Member Districts (SMDs) Two, Five, and Six
Motion by Mrs. Radle; Second by Ms. Sebastian; approved by a vote of 7-0 with all Board members being present.
- C. Approval of the Joint Election Agreement with the Bexar County Elections Administrator and other Governmental Entities for the District's General Election of Trustees to be Held on May 6, 2023
Motion by Mrs. Radle; Second by Mr. Valdez; approved by a vote of 7-0 with all Board members being present.

3. Consent Agenda

- Motion by Ms. Ozuna; second by Ms. Sebastian; approved by a vote of 7-0 with all Board members present. Consent items included 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 3J, 3K, 3L, 3M, 3N, 3O, 3P, 3Q, 3R, 3S and 3T.
- A. Approval of the Program Agreement Between SAISD and the University of Texas San Antonio
 - B. Approval of the Memorandum of Agreement Between SAISD and Baylor University
 - C. Approval of the Memorandum of Understanding (MOU) Between SAISD and Health Confianza from the Center for Medical Humanities & Ethics at The University of Texas Health Science Center at San Antonio
 - D. Approval of the Memorandum of Understanding Between SAISD and Texas Biomedical Research Institute
 - E. Approval of the Memorandum of Understanding Between SAISD and First Generation Investors, Inc. (FGI)
 - F. Approval of the Memorandum of Understanding Between SAISD and KTG Management and Consulting, LLC
 - G. Approval of the Memorandum of Understanding (MOU) Between SAISD and BSides San Antonio
 - H. Approval of Memorandum of Understanding (MOU) Between SAISD and Texas State Technical College (TSTC) for Dual Credit Courses
 - I. Approval of the Renewal License to Purchase Raptor Technologies
 - J. Approval of Guaranteed Maximum Price for the 2020 Bond Project at Highlands High School
 - K. Approval of Rental and Installation of Modular Classroom Building under 2020 Bond for Edison High School

- L. Approval of Rental and Installation of Seven Portable Classroom Buildings and Relocation of Two Existing Portable Classroom Buildings Onsite for Temporary Phasing Facilities under 2020 Bond for Young Women’s Leadership Academy (YWLA) Secondary
- M. Approval of Minor General Contractor for Minor Cosmetic Renovations under 2016 Bond at Lanier High School
- N. Approval of Purchase and Installation of Glass Security Film under 2016 Bond at Lanier High School
- O. Approval of 2023 Mechanical Improvements at Ten Campuses
- P. Approval of the Quarterly Investment Report, July 2022 – September 2022
- Q. Approval of Board Resolution Extending Depository Contract with Frost Bank for period July 1, 2023 - June 30, 2025
- R. Approval of Monthly Budget Reports and Amendments for January 2023
- S. Approval of Procurement Services’ Recommendations for Bids, Proposals, and Awards
- T. Approval of Minutes for the following meetings:
 - 1. December 5, 2022 Public Hearing
 - 2. December 5, 2022 Board Business Meeting A
 - 3. December 13, 2022 Board Business Meeting B

4. Recusal and Abstention Consent Agenda

- A. Approval of the Memorandum of Understanding (MOU) Between SAISD and Accenture Federal Services
 Motion by Mr. Valdez; second by Mrs. Radle; approved by a vote of 6-0 with Ms. Ozuna abstaining from the vote.

5. Closed Session

- A. Mrs. Martinez convened the Board in Closed Session at 7:58 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076) to discuss and/or receive information about the items under this section listed as 5A1, 5A2, 5A3, 5A4, 5A5, 5A6, 5A7, 5A8, 5A9, 5A10, 5A11 and 5A12.
- B. Mrs. Martinez reconvened the Board in Open Session at 11:21 p.m. and took appropriate action on items discussed in Closed Session.
 - 1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)
 No action taken.
 - 2. Deliberation regarding personnel matters, including but not limited to employment, duties, discipline, reassignment, resignation, retirement, reclassification, and dismissal of an employee. (TGC 551.071 and TGC 551.074)
 No action taken.
 - 3. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Assistant Superintendent, Human Capital Management. (TGC 551.074)
 No action taken.
 - 4. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Senior Executive Director, Office of Continuous Improvement. (TGC 551.074)
 Motion by Mr. Valdez to approve the hiring of Tori Austin for the position of Senior Executive Director, Office of Continuous Improvement, subject to the Superintendent’s authority to reassign. Second by Ms. Ozuna. This item was approved by a vote of 6-0 with Mr. Garza away from the room.
 - 5. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Executive Director, Information Technology. (TGC 551.074)
 Motion by Mr. Valdez to approve the hiring of Aaron Alonzo for the position of Executive Director, Information Technology, subject to the Superintendent’s authority to reassign. Second by Mrs. Radle. This item was approved by a vote of 6-0 with Mr. Garza away from the room.

6. Consultation with Superintendent and discussion regarding the establishment of the position of Executive Director, Information Technology and the hiring of the candidate for the position. (TGC 551.074)
Motion by Mr. Valdez to approve the establishment of the position of Executive Director, Information Technology and the hiring of Eugene Gonzalez for the position of Executive Director, Information Technology, subject to the Superintendent's authority to reassign. Second by Ms. Sebastian. This item was approved by a vote of 7-0 with all Board members present.
7. Consultation with legal counsel and discuss and consider Superintendent's mid-year evaluation and employment contract. (TGC 551.071 and 551.074)
Motion by Mr. Valdez to amend the Superintendent's employment contact as it relates to the Superintendent's supplemental retirement plan and travel allowance as discussed in Closed Session. Second by Ms. Ozuna. This item was approved by a vote of 7-0 with all Board members present.
8. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
Mr. Valdez moved to render a finding that good cause does not exist for the following employees to abandon their contracts. Second by Ms. Ozuna. This item was approved by a vote of 7-0 with all Board members present.
 1. Annabel Wheeler
 2. Isabel Lomeli
 3. Jessica Martinez
 4. Jesus Cedillo
 5. Stephanie Alejos
 6. Mitzi Villareal
 Mr. Valdez also made a motion to report to SBEC that the afore-mentioned employees have abandoned their contracts without good cause and that the District recommends sanctions against their certificates. Second by Mrs. Radle. This item was approved by a vote of 7-0 with all Board members present.
9. Consultation with legal counsel and discussion regarding a security audit for the District. (TGC 551.071 and TGC 551.076)
No action taken.
10. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
No action taken.
11. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
No action taken.
12. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
No action taken.

6. Adjournment

- A. Mrs. Martinez adjourned the meeting at 11:26 p.m.

MINUTES APPROVED

The foregoing minutes of the Board Business Meeting B of the Board of Education of the San Antonio Independent School District held on Monday, January 23, 2023 were duly approved at a meeting held on February 27, 2023.

ATTEST:

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

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

Trustees Q&A Sheet for February 27, 2023 Board Meeting

Leticia Ozuna

Consent Agenda Item 3C - Purchase of Qualtrics

- **Want more description of the value proposition of the ~ 250K going to Qualtrics. What is the duration of purchase? What is the extent of applications covered (can we extend the license to cover more than this use case?) I would like a to know if research on alternatives to the platform can be provided. Assuming we approve this, is each additional dashboard going to cost another \$40,000 ?**

The requested enhancement to the **annual subscription** will now give the District **unlimited** “publishing rights” to include multiple dashboards such as community dashboards that can exist across web pages thereby increasing our level of transparency for various stakeholders. The following website provides additional details of how Qualtrics is currently being used by other K-12 districts and demonstrates the level at which SAISD would like to implement.

<https://qualtrics.foleon.com/us-k-12/us-k-12/executive-summary/>

- **Also, want to understand the savings in time that the license will provide. Versus another enterprise software purchase that we might need which will save us time (for example campus activity fund enterprise management software)**

Currently, our enterprise system (Frontline) has limited capability for assigned users, collecting responses, and for providing real-time, public facing dashboards. Qualtrics has been a partner with SAISD for the past five years. In that time, we have expanded our use from surveys to interactive tracking systems, such as our Threat Assessment Management and our Student Services Tracking Systems. These tracking systems provide dashboards and information that can be integrated with student information and demographic data from Frontline. This transfer of data saves valuable time for staff by allowing additional users, expanding access and streamlining the flow of data to key stakeholders.

Consent Agenda Item 3D - SAPD/SAISD MOU

- **As this MOU supersedes all other MOU's, did we make sure that all the critical clauses regarding indemnity, chain of command, on campus pursuit and other sensitive and unique elements of the previous MOUs between SAISDPD and SAPD were included?**

The previous MOU's have not been updated or maintained for over 10 years; the current MOU we are seeking approval for is basically a mutual aid agreement to provide assistance during a large-scale event or mass casualty situation to utilize their resources. This is provided at no cost to either party and the chain of command remains the same, SAISD PD will have full authority and incident command and will enter into a unified command if SAPD assists, SAISD will remain in command of the scene and all information related to the incident or individuals involved on the campus.

Procurement Item 3M.3: District Wireless Refresh - wireless access is critical for our students.

- **How are we baselining our campuses to be sure that after the refresh connectivity (thruput/minimal blin spots) is the same or better post refresh?**
 - To obtain the best possible outcome, access points are positioned for maximum service and configuration using the latest modeling provided by the manufacturer to the wireless survey software.
 - Active post wireless surveys are conducted by the awarded vendor or by internal Networking department, to ensure maximum coverage.
 - A component of the wireless upgrade, the Technology department is increasing the channel width of the 5 GHz band and eliminating the 2.4 GHz band allowing for greater through-put and reducing interferences while reserving the 2.4 GHz band available for Guest (non-district) devices to provide accessibility to Internet services.
 - The Networking team within Technology using the same wireless survey hardware and software used by industry, continuously evaluates campus needs and makes adjustments as campuses report directly via collaborative committees or conversations during campus visits.
 - Wireless access is both a science and an art which needs constant attention, especially to maintain the needs of a changing educational environment.

Highlight: Information Technology and Ed-Tech are working with Bond 2020 campuses to increase the number of wirelessly connected outdoor and collaborative learning spaces. Already in standard are unconventional learning spaces to be used for group learning and testing; gyms, cafeteria, music buildings, JROTC, etc.

Sarah Sorensen

Governance Item 2A - Always Learning

- **Of the 409 surveys completed by community members, how many were the short, broad-overview surveys and how many were the surveys related to specific sections of the plan?**

The 409 surveys were responses to the shorter survey. We also had 20 responses to the longer survey with section specific responses.
- **Students comprise the largest group of people in our school system, were any feedback sessions conducted specifically for students? As the district moves into implementation of the plan, is it possible for the curriculum department and teachers to create a process for students at all levels to provide feedback on and shape the implementation of elements of the plan that directly impact them?**

We included students in the Community Summit on February 10th. There were no sessions conducted with only students. We are certainly open to other ways of involving students in the implementation of the plan. The Office of Strategy will work with the Office of Academics and School Leadership and campus leaders to assess what is already in place and develop other ways to include student voice with Always Learning implementation. (Thinking about student availability and interests, I would like to consider including students in some of the decision-making on specific activities. This way they can go deeper in meaningful ways in areas that have a big impact on them; for example, SEL curriculum (IV.C.1). We want SEL curriculum to be culturally relevant, content relevant, and engaging for students - I would love to have a group of students review 2-3 CASEL SElect curriculums to make the final decision on which on the district uses.)

Consent Agenda Item 3L - Contract with Gaggle

- **Will students be informed that their email and shared drive activity is being monitored by a third party?**
Yes, we have draft communication ready for students, staff and parents.
- **What is the definition of inappropriate conduct that will be reported to the district and police?**
Criminal offenses that are required by law to report (sexting, child pornography, suicide threat, threat involving weapons, etc.).
- **Does Gaggle store student communications and files?**
Only files that are pulled for additional action by the district. The system scans files but does not retain copies.

Procurement Item 3M.7. School Choice Enrollment System

- **What types of training and information will be provided to families to navigate a new enrollment system?**

The enrollment platform will be implemented in October of 2023 for the 24-25 application and registration cycle. Families will receive multiple opportunities to attend training sessions to address account creation and navigation of the platform. In-person and Zoom sessions will be scheduled to accommodate families' needs during various time frames. The Office of Access and Enrollment will work with the Department of Family and Community Engagement to schedule Family Hour sessions where families can join to get introductory information and support with the platform. Reference materials will be readily available to families to include user friendly checklists and video tutorials. Technology will be utilized to create QR codes with easy-to-use tutorials that can be posted throughout the campus or provided to families in the car line or face-to-face events. Videos will be posted to the enrollment website, Office of Family and Community Engagement, and campus websites. The Office of Access and Enrollment will collaborate with the Communications Department to post quick tips on the SAISD Facebook account.

To ensure accessibility during peak registration hours (Ex. evenings and weekends), the Office of Access and Enrollment communicates with families via the department cell phone. Many of our families prefer to communicate by text. We will use this communication method to support families.

The Office of Access and Enrollment will work in collaboration with the FACE Specialists to provide onsite support at back-to-school events to provide information to families prior to the launch in October of 2023.

Information provided to families will include but is not limited to:

- Steps for account creation
- Steps for completing an application
- Steps for completing the registration process
- Frequently Asked Questions (FAQ)
- Application and Registration calendar