



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
BOARD & SUPERINTENDENT SERVICES

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

BOARD BUSINESS MEETING

Tuesday, February 20, 2024
5:30 PM
Board Room
514 W. Quincy Street
San Antonio, TX 78212

AGENDA

1. **Meeting Called to Order**
 - A. Roll Call of Board Members Present and Declaration of Quorum Present _____
Absent _____
 1. Mrs. Christina Martinez
 2. Ms. Alicia Sebastian
 3. Mr. Arthur Valdez
 4. Mr. Ed Garza
 5. Ms. Leticia Ozuna
 6. Mrs. Sarah Sorensen
 7. Mrs. Stephanie Torres
 - B. Recording of Superintendent Present
 1. Dr. Jaime Aquino
 - C. Pledge of Allegiance to the U. S. Flag
 - D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
 - E. Citizens' Presentations - 60-minute total time limit for this item
2. **Governance**
 - A. Board Goal Progress Monitoring for Interim Goals 2.1, 2.2, and 2.3 4
 - B. Approval of the 2024-2025 and 2025-2026 SAISD Instructional Calendars 6
 - C. Approval to submit the Staff Development Minutes Waiver to the Texas Education Agency (TEA) for the 2024-2025 and 2025-2026 School Years 8

BOARD OF TRUSTEES

Christina Martinez, President
Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary
Ed Garza, Trustee

Leticia Ozuna, Trustee
1 Sarah Sorensen, Trustee

Stephanie Torres, Trustee
Dr. Jaime Aquino, Superintendent



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3. Consent Agenda

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R. Approval of Monthly Budget Reports and Amendments for February 2024	145
S. Approval of Minutes for the following meetings:	
1. January 8, 2024 Board Business Meeting	154
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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)	
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. Approval of termination of probationary contract employee(s) for good cause pursuant to TEC Section 21.104 (TGC 551.071 and TGC 551.074)	
4. Proposal to terminate non-Chapter 21 contract employee(s) for convenience or good cause (TGC 551.071 and TGC 551.074)	
5. 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)	
B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.	
5. Adjournment	
A. Adjournment	

NOTICE:

- 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.
- 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.

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Alicia Sebastian, Vice President

Arthur V. Valdez, Secretary
Ed Garza, Trustee

Leticia Ozuna, Trustee
3 Sarah Sorensen, Trustee

Stephanie Torres, Trustee
Dr. Jaime Aquino, Superintendent

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Board Goal Progress Monitoring for Interim Goals 2.1, 2.2, 2.3

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Patti Salzmann, Deputy Superintendent
Theresa Urrabazo, Chief, Data Operations & Services

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will receive progress on middle of year monitoring updates for the interim goals for Board Goal 2:

- **Interim Goal 2.1: Improve Math Outcomes for Black Students** - Middle-of-year MAP data for Black students in grade 3.
- **Interim Goal 2.2: Improve Math Outcomes for Black Students** - Middle-of-year MAP data for Black students in grade 6.
- **Interim Goal 2.3: Improve Math Outcomes for Black Students** - Middle-of-year MAP data for Black students in grade 8.

Data will include student performance on the Middle-of-Year MAP assessment, the Superintendent’s interpretation of the data, and detailed next steps from the appropriate program staff on what has been put in place this year to effect further movement towards our targets.

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

- <https://youtu.be/8J3QmdPHinI>
- [Board Goal Monitoring Report](#)

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 39% in August 2023, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 30% in August 2023, to 50% in August 2027.

- Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.
- Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the “to be determined” SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

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

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

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the 2024-2025 and 2025-2026 SAISD Instructional Calendars

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Patti Salzmann

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the 2024-2025 and 2025-2026 SAISD Instructional Calendars. The calendar was developed in collaboration with staff, parents, and the San Antonio Alliance. Calendars A and B are included in the agenda documentation. The official results will be shared during the Board meeting. Note: The [video recording](#) and [updated slide deck](#) reference items 2B and 2C.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the 2024-2025 and 2025-2026 SAISD Instructional Calendars.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 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.

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval to submit the Staff Development Minutes Waiver to the Texas Education Agency (TEA) for the 2024-2025 and 2025-2026 School Years

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzman, Deputy Superintendent

PRESENTER: Patti Salzman

MEETING DATE: February 20, 2024

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 2024-2025 and 2025-2026 school years. 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 2024-2025 and 2025-2026 school years 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 2024 – 2025 and 2025 – 2026 school years.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

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

AGENDA TITLE: Approval of updates to Student Code of Conduct 2023-2024

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dr. Shawn Bird, Deputy Superintendent

PRESENTER: John Kilgarriff, Senior Executive Director

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the 2023-2024 Student Code of Conduct. As required by the Texas Education Code, the Board of Trustees must adopt the Student Code of Conduct (SCOC) for the District at the beginning of each school year. The 2023-2024 Code of Conduct is presented with no new changes at this time. Please refer to the [Student Code of Conduct 2023-2024](#) handbook as a reference.

Due to TEA required updates, the new PEIMS codes need to be reflected on the SCOC.

Legislative Updates to new PEIMS coding for the SCOC (Pg 35-42):

- 62. DP:TEC 37.006(a)(2)(C-1): LEVEL 3 - Mandatory DAEP Placement
Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, tetrahydrocannabinol (THC).
- 62. EA-LEVEL 4 - Mandatory DAEP Placement, Discretionary Expulsion
Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, tetrahydrocannabinol (THC).
- 63. DPE:TE37.007(b): LEVEL 3 - Mandatory DAEP Placement
Possesses, uses, gives, or delivers to another person an e-cigarette or any component, part or accessory as defined by Section 161.081 Health and Safety Code.
- 64. FQ:TEC 37.007(b): LEVEL 4 - Mandatory DAEP Placement, Discretionary Expulsion
Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of a controlled substance other than THC.
- 21. BW-LEVEL 2 - Campus Bases Consequences
Possesses, smokes, or uses tobacco products or paraphernalia (paper or pipe) not to include e-cigarettes or its components.
- 12. EU-LEVEL 4 - Mandatory Expulsion
12.EU -Uses, exhibits, or possesses a location-restricted knife, which is a knife with a blade over 5½ inches (see Glossary). TEC 37.007(a)(1); TPC46.02(a-4);TPC 46.01(6)].

- Under Discipline Procedures in SCOC change all references of LSSP to School Psychologist

The Code of Conduct is published and posted on the District website. The Code of Conduct will be distributed to all parents, students, and professional staff members who request a paper copy.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the 2023-2024 SAISD Student Code of Conduct with some changes/updates as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval to Submit Application to the Texas Education Agency (TEA) for Attendance Waivers for Low Attendance Days for the 2023-2024 School Year

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

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

PRESENTER: Theresa Urrabazo, Chief of Data Operations and Services

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Administration’s recommendation for approval to submit one attendance waiver application to the Texas Education Agency (TEA) on behalf of District schools.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

The TEA permits school districts to submit attendance waivers for missed instructional days and low attendance days due to weather, health, or safety related issues. Districts may request these waivers on a district or campus by campus basis. A waived day of instruction is removed from the calendar for the requested schools and functions like a holiday, so it is not included in attendance funding calculations, but will still allow you to count waiver minutes towards your operational calendar. Low attendance is defined as a day of attendance at least ten percentage points lower than the prior year’s percent of attendance as reported to TEA in Summer PEIMS. State funding for the district is based on attendance, so low attendance days have a negative impact.

Copies of the recommended Application for Low Attendance Days for the 2023-2024 School Year are attached as follows:

- 1) January 16, 2024 – waiver request for all SAISD campuses in operation that day, the district overall reported attendance 39.46 percentage points below last year’s district overall percentage of attendance. Due to weather and safety concerns by the public, January 16th was during the arctic Freeze where the morning temperatures were in the teens and wind chill into the single digits, many families chose to keep their children at home. A total of 21,770 students were absent on this date.

- 2) January 17, 2024 – waiver request for all SAISD campuses in operation that day, the district overall reported attendance 18.25 percentage points below last year’s district overall percentage of attendance. Due to weather and safety concerns by the public, January 17th was during the arctic Freeze where the morning temperatures were in the teens and wind chill into the single digits, many families chose to keep their children at home. SAISD also had many campuses where the heating units were not fully operational and made the campus a safety concern. A total of 9,147 students were absent on this date.

If approved by the Board, the waiver request will be forwarded to TEA. Online applications for attendance waivers must be submitted to TEA no later than the end of the 2024 school year. Once approved by TEA, the District will make updates to the student attendance data for submission to TEA in the Summer PEIMS submission of student data for the 2023-2024 school year.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of a Resolution Amending Previously Adopted February 27, 2023 Resolution Authorizing Employee Payment During for Weather-Related Closure Days During the 2023-2024 School Year**

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

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Toni Thompson, Chief of Staff
 Dorothy Carreon, Senior Executive Director, Financial Services

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve a resolution amending a previously adopted resolution authorizing employee payment during inclement weather closures. The recent partial and complete closures occurred on January 17, 18 and 19, 2024 due to mechanical failures that occurred due to the extreme weather conditions experienced, requiring the District to close on an emergency basis. The Board is requested to amend by this resolution a previously adopted resolution authorizing employee payment for a maximum of five school days during the 2023-2024 school year during inclement weather closures, as well as compensatory pay for certain essential workers. 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 take possible action to approve the resolution and authorize the Superintendent to make payments to authorized employees as presented in the resolution.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

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SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
A RESOLUTION AMENDING PREVIOUSLY ADOPTED FEBRUARY
27, 2023 RESOLUTION AUTHORIZING EMPLOYEE PAYMENT
DURING CLOSURE FOR INCLEMENT WEATHER DAYS
2023-2024 SCHOOL YEAR

WHEREAS, on February 27, 2023, the Board adopted a Resolution to provide for employee pay 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 Board has chosen to amend the previously adopted February 27, 2023 Resolution providing for employee pay during the District inclement weather closures for the 2023-2024 school year, in order to meet the Budgetary and Staffing needs of the District; and

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 weather-related circumstances that require the District to close on an emergency basis and prevent the District from operating normally; and

WHEREAS, the School Board has chosen to pay all SAISD permanent full-time contract employees, full-time at-will employees, permanent full-time paraprofessional employees, permanent full-time classified employees, and any other regularly-established positions, their established rate of pay, as determined by the Superintendent or his designee, during the District partial and complete shutdown due to weather-related mechanical failure closure days of January 17, 18, and 19, 2024, only, 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 non-essential employees, at the District's discretion, to remain home during shutdowns due to closure for weather-related mechanical failures, and in retention of those same employees; and

NOW, THEREFORE, BE IT RESOLVED that this Resolution shall supersede the February 27, 2023 Resolution; and

BE IT FURTHER RESOLVED that 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 the applicable partial and complete closure days of January 17, 18, and 19, 2024, only, when non-essential employees were required to not report to work as a result of weather-related mechanical failures; 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 their regular rate 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.

BE IT FURTHER RESOLVED that the Resolution of February 27, 2023 is hereby Amended.

PASSED, ADOPTED AND APPROVED this day of February 20, 2024.

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 of a Resolution to Designate Nonbusiness Days under the Texas Public Information Act for Calendar Year 2024

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Toni Thompson, Chief of Staff & District Operations Services

PRESENTER: Toni Thompson, Chief of Staff & District Operations Services
 Julissa Herrera, Director, Policies, Procedures and Public Information

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve a resolution to designate nonbusiness days under the Texas Public Information Act for Calendar Year 2024.

Effective September 1, 2023, a “business day” under the Texas Public Information Act is defined under Tex. Gov’t Code Section 552.0031 to mean a day *other than* a Saturday or Sunday, a national holiday under the Texas Gov’t Code section 662.003(a), and a state holiday under Texas Gov’t Code section 662.003(b). Additionally, “[a]n optional holiday under Section 662.003(c) is not a business day of a governmental body if the officer for public information of the governmental body observes the optional holiday”. Section 552.0031(f) allows a governmental body to designate a day on which the administrative offices are closed or operating with minimum staffing as a nonbusiness day. However, a governmental body may not designate more than 10 nonbusiness days each calendar year and the Board of Trustees must make this designation.

The Board will determine, through this resolution, the designation of nonbusiness days under the Texas Public Information Act for Calendar Year 2024.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the resolution to designate the dates listed as nonbusiness days under the Texas Public Information Act for Calendar Year 2024.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 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 BOARD OF TRUSTEES
RESOLUTION**

**TO DESIGNATE NONBUSINESS DAYS UNDER THE PUBLIC INFORMATION ACT
FOR THE 2024 CALENDAR YEAR**

WHEREAS, effective September 1, 2023, a “business day” under the Texas Public Information Act, is defined under Tex. Gov’t Code §552.0031 to mean a day other than a Saturday or Sunday, a national holiday under Section §662.003(a) and a state holiday under Section 662.003(b). Additionally, “[a]n optional holiday under Section 662.003(c) is not a business day of a governmental body if the officer for public information of the governmental body observes the optional holiday;”

WHEREAS, Texas Government Code Section 552.0031(f), provides that “a governmental body may designate a day on which the governmental body's administrative offices are closed or operating with minimum staffing as a nonbusiness day. The designation of a nonbusiness day for an independent school district must be made by the board of trustees;” and

WHEREAS, Texas Government Code Section 552.0031(f), further provides that “a governmental body may designate not more than 10 nonbusiness days under [Section 552.0031(f)] each calendar year;”

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees for the San Antonio Independent School District hereby designates the following days as “nonbusiness days” under the Texas Public Information Act for the 2024 calendar year:

- March 12, 2024
- March 13, 2024
- March 14, 2024
- March 15, 2024
- July 2, 2024
- July 3, 2024
- July 5, 2024
- November 27, 2024
- December 23, 2024
- December 27, 2024

APPROVED AND EXECUTED on the 20th day of February, 2024.

Christina Martinez, Board President

Attest: _____
Art Valdez, Board Secretary

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Resolution To Not Permit Chaplains From Employment or Volunteering with District

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

REQUESTED BY: Toni Thompson, Chief of Staff & District Operations Services

PRESENTER: Toni Thompson, Chief of Staff & District Operations Services
Julissa Herrera, Director, Policies, Procedures and Public Information

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the resolution to not permit a district campus from employing or accepting as a volunteer a chaplain to provide support, services, and programs for students.

Senate Bill 763, passed by the 88th Texas Legislature, requires each school board to take a record vote between September 1, 2023 and March 1, 2024, on whether to adopt a policy authorizing a campus of the district to employ or accept as a volunteer a chaplain under Tex. Educ. Code Chapter 23.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the resolution to not permit a district campus from employing or accepting as a volunteer a chaplain to provide support, services, and programs for students.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 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.

Approval of Resolution To Not Permit Chaplains From Employment or Volunteering with District

WHEREAS, Section 23.001 of the Texas Education Code permits the district to employ or accept as a volunteer a chaplain to provide support, services, and programs for students as assigned by the Board;

WHEREAS, Senate Bill 763, passed by the 88th Texas Legislature, requires each school board to take a **record vote** between September 1, 2023, and March 1, 2024, on whether to adopt a policy authorizing a campus of the district to employ or accept as a volunteer a chaplain under Education Code Chapter 23;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of **San Antonio Independent School District** hereby:

Does not permit a district campus to employ or accept as a volunteer a chaplain to provide support, services, and programs for students at this time.

Adopted this 20th day of February, 2024, by the Board of Trustees.

Presiding officer’s signature: _____

Secretary’s signature: _____

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval to Adopt, Revise or Delete Local Board Policies (Listed Below)

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Toni Thompson, Chief of Staff & District Operations Services

PRESENTER: Toni Thompson, Chief of Staff & District Operations Services
 Julissa Herrera, Director, Policies, Procedures and Public Information

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the adoption of, creation of, deletion of or revisions to the board policies listed below, based on TASB’s recommendations contained within Update 122:

Code	Code Description	Revision Highlights
CQB	Technology Resources: Cybersecurity	Based on the new notification requirements imposed by SB 271, the security breach notification provisions have been revised to include security incidents.
CSA (New)	Facility Standards: Safety and Security	This new local policy on facility safety and security includes recommended provisions addressing audits of building access control to comply with the commissioner’s new school safety rules for facilities, effective May 31, 2023.
DC	Employment Practices	HB 1789 creates a nepotism exception for hiring bus drivers, regardless of county population, if the <i>board</i> approves employment. Minor revisions to the text regarding contractual personnel are for clarity and consistency with policy style.
DEC	Compensation and Benefits: Leaves and Absences	Provisions regarding peace officer mental health leave are expanded to include full-time telecommunicators, as well as provisions regarding peace officer line-of-duty illness and injury.
EHB	Curriculum Designs: Special Programs	New provisions are recommended to comply with HB 3928, which requires the board to adopt and implement a policy requiring the district to comply with all rules and standards adopted by the SBOE and guidance published by the commissioner to implement the program to test students for dyslexia and related disorders.
EHBCA (New)	Compensatory Services and Intensive Programs:	This local policy has been recoded from EHBC(LOCAL) to align with EHBCA(LEGAL)

	Accelerated Instruction	created in Update 121. HB 1416 made several changes to the requirements for accelerated instruction. Other changes delete references to the accelerated learning committee, which has been eliminated.
EHBC (Delete)	Special Programs: Compensatory Services and Intensive Programs	This local policy containing provisions on accelerated instruction has been moved to EHBCA(LOCAL) to align with the legal policy created at that code in Update 121. TASB recommends deletion of EHBC (LOCAL).
FEA	Attendance: Compulsory Attendance	SB 68 allows a district to excuse a student from attending school for career investigation days to visit a professional's workplace during the student's junior and senior years to determine the student's interest in a career in the professional's field. Districts that choose to excuse students for absences to visit a professional's workplace to explore a career in that professional's field must adopt a policy to determine when an absence will be excused for this purpose and a procedure to verify the visit.
FFAC	Wellness and Health Services: Medical Treatments	Recommended revisions to this policy are based on SB 629, which requires a district to adopt a policy regarding maintenance, administration, and disposal of opioid antagonists at each campus that serves students in grades 6 through 12.
FFB	Student Welfare: Crisis Intervention	Recommended revisions to this local policy on crisis intervention include the following: <ul style="list-style-type: none"> • In accordance with HB 3, provisions have been added at Student Reports to require each campus to establish a clear procedure for students to report concerning behavior by another student. • Revisions at Employee Confidentiality are based on SB 1720 and allow employees who report a potential threat to elect to keep their identities confidential.
FL	Student Records	HB 1416 repeals provisions related to accelerated learning committees. The references to the accelerated learning committee have been replaced with references to the accelerated education plan that now must be created for certain students who fail to perform satisfactorily on state assessments.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the adoption of, deletion of, or revisions to the board policies listed, as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
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- 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.

Plan The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.

Coordinator The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency in cybersecurity matters.

Training The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

Security Breach Notifications Upon discovering or receiving notification of a breach of system security or a security incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.

**Building Access
Control**

Audits of building access control shall include weekly inspections of instructional facilities during school hours to certify all exterior doors are, by default, set to closed, latched, and locked status and cannot be opened from the outside without a key.

The Superintendent shall ensure that the findings of the weekly inspections are:

1. Reported to the District safety and security committee; and
2. Reported to the campus principal or lead administrator of the instructional facility to ensure awareness of any deficiencies identified.

The campus principal or lead administrator shall assign appropriate staff to take action to reduce the likelihood of similar deficiencies in the future.

The results of the weekly reports shall be kept for review as part of the required safety and security audit.

The District's building access control procedures shall not be interpreted as discouraging parents or guardians who have been properly verified as authorized visitors from visiting their student's campus. [See GKC]

Personnel Duties

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Posting Vacancies

The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

Applications

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

Selection of Personnel

~~The Superintendent has sole administrative authority to make recommendations to the Board regarding the selection of contractual personnel.~~

~~The Superintendent shall establish the duties and responsibilities of all District personnel.~~

Employment of Contractual Personnel

~~Final~~The Superintendent has sole authority for to make recommendations to the Board regarding the selection and employment of all contractual personnel, with in the exception position of executive director positions and or above.

The Board retains final authority for employment of contractual personnel in the position of executive director or above. The Board delegates to the Superintendent the authority to employ contractual personnel in the position below executive director. The Superintendent shall be delegated to the Superintendent or designee. inform the Board of any person hired under this authority.

[See DCA, DCB, DCC, and DCE as appropriate.]

Employment of Noncontractual Personnel

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis.
[See DCD]

**Employment
Assistance
Prohibited**

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

**Leave
Administration**

The Superintendent shall develop administrative procedures addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definition of family shall include only those individuals listed in items 1, 2, and 3 above but shall exclude son- or daughter-in-law and parent-in-law.

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions

relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year in accordance with administrative procedures.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification when deemed necessary by the Superintendent's designee; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use of leave is when leave is used for the employee's own illness; leave used for illness in the employee's immediate family; leave used for emergencies; leave used for a death in the employee's immediate family; or leave used when situations, occurrences, or incidents prevent the employee from reporting for work.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is for leave the employee knows in advance will be necessary and/or leave that can be planned for in advance. Discretionary use is subject to the limitations set out below.

Absent extenuating circumstances and/or in accordance with administrative regulations, discretionary leave shall not be approved on the following days for campus-based and instructionally-related personnel:

1. On the first five or last five instructional days of each school year;
2. On the day before or after a school holiday or an extended break consisting of three or more consecutive days (excluding weekends);
3. On days scheduled for end of semester or end-of-year exams;
4. On days scheduled for state-mandated assessments; and
5. On assigned professional or staff development days.

All other employees may use discretionary leave on these workdays only with the approval of the supervisor. The use of discretionary leave by any employee in a manner that negatively impacts the students or mission of the District may be addressed through the District's disciplinary procedures.

Discretionary use of state personal leave shall not exceed three consecutive workdays during the instructional year. Any approval of extended use of discretionary leave outside the instructional year will be in accordance with administrative regulations.

Local Leave

Each employee may earn up to five paid local leave days per school year. Each employee in a position that exceeds 194 days may earn up to two additional paid local leave days per school year.

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year, except as otherwise provided by this policy. [See DEC(LEGAL)]

Sick Leave Bank

The District shall establish a sick leave bank that employees may join through contribution of local leave or state personal leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Leave contributed to the bank shall be extended to the employee's immediate family. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.

The Superintendent shall develop procedures for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with the District's sick leave bank administrative procedures.

Mental Health Leave

A District peace officer [or a full-time District telecommunicator, as defined by law](#), who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. [Circumstances or reasons under which an eligible employee may use mental health leave;](#)
- ~~1. Circumstances or reasons under which a peace officer may use mental health leave;~~
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and

4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and

Other procedures deemed necessary for administering this provision.

Line of Duty Illness or Injury Leave of Absence

Following a leave of absence with full pay as required by law, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. In accordance with law, the police officer may use accumulated leave.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Combined Leave for Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Fitness-for-Duty Certification	In accordance with administrative procedures, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Leave at the End of Semester	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification in accordance with Chapter 21 of the Education Code and by the State Board for Educator Certification shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.</p> <hr/>
	<p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
Paid Leave Offset	The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]
Other Employment While on Leave	<p>While on any type of leave status with the District, the employee shall not perform work in any capacity, whether with the District or with another employer, except as approved by the office of Employee Benefits, Risk Management, and Safety as part of an approved return-to-work or transitional duty assignment at the District.</p> <p>Exceptions may be granted by the office of Employee Benefits, Risk Management, and Safety for employees on approved professional development leave to substitute or work part-time in the District.</p>

Working during a leave of absence without prior approval from the office of Employee Benefits, Risk Management, and Safety shall be considered a violation of the District's leave policy and may be grounds for immediate termination of at-will employees or recommendation of termination for contract employees.

Court Appearances

Absences due to compliance with a valid subpoena not related to personal business or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.

**Payment for
Accumulated Leave
Upon Separation**

The following leave provisions shall apply to state and local leave accumulated beginning on the original effective date of this program.

An employee who separates from employment with the District shall be eligible for payment for accumulated state and local leave under the following conditions:

1. If retiring, the employee must be eligible for retirement under applicable Texas Teacher Retirement System (TRS) guidelines;
2. If resigning, the employee must have ten years of consecutive service with the District immediately preceding the resignation;
3. The employee must be a full-time employee, as defined by District policy;
4. The employee shall be employed through the last workday as established by the calendar for the current year; and
5. The employee provides advance written notice of intent to separate from employment. Employees must provide written notice of their resignation to the human resources department no later than April 15 or the next business day if it falls on a weekend.

The employee shall receive payment for each day of state and local leave, at a rate established by the Board. The Board shall have the exclusive right to change, suspend, or terminate this program at any time and for any reason based on the needs of the District.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Absence Control
Policy**

Abuse of Leave

All employee leave shall be provided for the specific purposes stipulated in this policy and/or state law. Absence from work shall be based on a particular leave status. An employee's absence without leave (AWOL) shall not be permitted and shall be deemed an abuse of the leave program. Abuse of the employee leave program, including excessive absenteeism, is a violation of District policy and may result in disciplinary action up to and including loss of pay, suspension, demotion, or termination of employment.

Absence without leave means any of the following conditions:

1. Being absent without available leave and not on Superintendent-approved administrative leave;
2. Being absent without having followed administrative procedures for taking leave; and
3. Being absent without having followed designated procedures for reporting absences as established by administrative procedures for taking leave.

Tardiness

Employees shall arrive to work by the time designated by their work schedules. Unexcused or excessive tardiness may result in disciplinary action, up to and including termination of employment. Unexcused or excessive tardiness shall constitute good cause for termination of employment.

Unauthorized
Absence

An employee may be terminated for good cause when he or she:

1. Fails to return to work and fails to notify the office of Employee Benefits, Risk Management, and Safety within three workdays following a release by the treating physician;
2. Fails to return to work and fails to request or extend a leave of absence; or
3. Fails to report to work after exhausting all paid leave and, if eligible for leave of absence, does not request a leave.

The uniform enforcement of a reasonable absence control policy is not retaliatory discharge.

Sanctions for Abuse

All employee leave shall be provided for the specific purpose stipulated in this policy and is not intended to be used as a vacation, or for mere convenience. Except for discretionary use of state personal leave, documentation may be required for any chronic absences as determined by the Superintendent or designee. Abuse of the employee leave program and/or excessive absenteeism is a violation of District policy and may result in disciplinary action up to and including loss of pay, suspension, demotion, or termination of

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

	<p>employment, in accordance with appropriate District policies. [See DCD and DF series]</p>
Expiration of Available Leave	<p>Upon the expiration of all leave for which an employee has applied and is eligible, the District shall notify the employee in writing that his or her leave has expired if the employee has not already returned to work.</p> <p>An employee shall have ten workdays within which to apply for any leave for which the employee may be eligible or to notify the District in writing that the employee is ready, willing, and able to return to work. A medical clearance showing that the employee is physically able to perform the essential functions of his or her positions, with reasonable accommodations if necessary, shall be required to return to work. Additionally, some jobs shall require the employee to submit to a fitness-for-duty evaluation paid for by the District wherein the employee must demonstrate the ability to meet all of the essential functions of his or her job.</p> <p>An at-will employee who does not receive approval of such additional leave and who does not report and document his or her availability and fitness to return to work within the ten-workday period shall be deemed to have voluntarily resigned his or her employment with the District, effective immediately upon the expiration of the ten-workday period designated in such notice, and shall be offered health benefits according to COBRA. [See CRD]</p> <p>An at-will employee who fails to return to work after exhausting all available leave, regardless of the type of leave, shall be deemed to have voluntarily resigned his or her employment with the District, and shall be offered health benefits according to COBRA.</p> <p>A contract employee's failure to receive approval of such additional leave and his or her subsequent failure to report and document his or her availability and fitness to return to work, within the ten-workday period, shall be considered good cause for termination. A contract employee's failure to return to work after exhausting all available leave, regardless of the type of leave, shall be considered good cause for termination. For termination procedures and rights of contract employees, see DCE and DF series.</p> <p>The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination.</p>

Dyslexia and Related Disorders

The District shall comply with all rules and standards adopted by the State Board of Education and guidance published by the commissioner of education to implement the program to test students for dyslexia and related disorders.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

COMPENSATORY SERVICES AND INTENSIVE PROGRAMS
ACCELERATED INSTRUCTION

EHBCA
(LOCAL)

Each student who has been identified as being at risk of dropping out of school, who is not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment shall be provided accelerated and/or compensatory educational services.

**Accelerated
Instruction**

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily on a state-mandated assessment.

Parent Request

If a student fails to perform satisfactorily on a state-mandated assessment, a parent's request that the student be assigned to a particular teacher the following school year shall be addressed in accordance with the District's administrative procedures.

**Accelerated
Education Plan**

Appropriate District staff shall develop an accelerated education plan for a student who fails to perform satisfactorily on the same state-mandated assessment for two or more consecutive years.

A parent complaint about the content or implementation of the accelerated education plan shall be filed in accordance with FNG.

SPECIAL PROGRAMS
COMPENSATORY SERVICES AND INTENSIVE PROGRAMS

EHBC
(LOCAL)

~~Each student who has been identified as being at risk of dropping out of school, who is not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment shall be provided accelerated and/or compensatory educational services.~~

**Accelerated
Instruction**

~~The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily on a state-mandated assessment.~~

**Accelerated
Learning Committee**

~~When a student fails to perform satisfactorily on a math or reading state-mandated assessment in grades 3, 5, or 8, an accelerated learning committee shall develop a written educational plan in accordance with law. If a parent requests that the student be assigned to a particular teacher the following school year, the request shall be addressed in accordance with the District's administrative procedures.~~

~~A parent complaint about the content or implementation of the educational plan shall be filed in accordance with FNG.~~

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

Excused Absences

In addition to excused absences required by law, the District shall excuse absences for the following purposes. A student shall be required to submit verification of these absences in accordance with administrative regulations.

Higher Education
Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education.

Career Investigation

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit a professional's workplace for purposes of exploring the student's interest in pursuing a career in that professional's field.

Armed Services
Enlistment

The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard.

Early Voting or
Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk.

Learner or Driver's
License

The District shall excuse a student 15 years of age or older for one day during his or her enrollment in high school for each of the following:

- Visiting a driver's license office to obtain a learner license; or
- Visiting a driver's license office to obtain a driver's license.

[For extracurricular activity absences, see FM.]

**Withdrawal for
Nonattendance**

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ~~ten~~10 consecutive school days and a court case for truancy has been filed with the court system; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

**Students Attending
Homeschools** |

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing
Compulsory
Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

**Medication Provided
by Parent**

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

**Medication Provided
by District**

Emergency Basis

Except as required by law and provided by this policy, the District shall not purchase medication to administer to a student.

The District shall purchase certain nonprescription medications to administer to students only on an emergency basis and in accordance with:

1. Protocols established by the District's medical advisor who must be licensed to practice medicine in the state of Texas; and
2. Parental consent given on the emergency treatment form.

The Superintendent shall designate the employees who are authorized to administer nonprescription medication under these protocols and permissions.

First-Aid

The District shall purchase certain topical nonprescription medications for use when administering first aid to students in accordance with administrative regulations.

The Superintendent shall designate the employees who are authorized to administer nonprescription medication under this provision.

Opioid Antagonist

This provision shall be applicable to each campus that serves students in grades 6-12.

On Campus

The District authorizes school personnel who have been adequately trained to administer an opioid antagonist in accordance with law and this policy. Administration of an opioid antagonist shall

Maintenance,
Availability,
Training, and
Reporting

only be permitted when an authorized and trained individual reasonably believes a person is experiencing an opioid-related overdose.

Each applicable campus shall have at least one individual who is authorized and trained to administer an opioid antagonist present during regular school hours.

Each applicable campus shall have at least two unused, unexpired opioid antagonist doses available.

All opioid antagonists shall be stored in a secure location and shall be easily accessible by individuals who are authorized and trained to administer an opioid antagonist.

The Superintendent shall develop administrative regulations addressing acquisition, maintenance, expiration, and disposal of opioid antagonists in the District, as well as reporting, employee training, and emergency notification requirements.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

**Threat Assessment
and Safe and
Supportive Team**

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

Training

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

Student Reports

Each campus shall establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate District employee.

Employee
Confidentiality

A District employee who reports a potential threat may elect for the employee's identity to remain confidential and not be subject to disclosure under the state's public information law. The employee's identity shall only be revealed when necessary for the team, the District, or law enforcement to investigate the reported threat.

The District shall maintain a record of the identity of a District employee who elects for the employee's identity to remain confidential.

Imminent Threats or
Emergencies

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

Threat Assessment
Process

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

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

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

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

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

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

As appropriate, the team may refer a student:

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

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

Guidance to School
Community

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

Reports

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

**Adoption or Last
Amended Date**

~~This policy was adopted on, and became effective, March 16, 2021.~~

Comprehensive System

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The ~~principal~~principal is custodian of all records for currently enrolled students. ~~The Superintendent~~The Superintendent is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any ~~documentation of discussion or action by an accelerated learning committee convened~~education plan developed for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.
 - b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]

- c. Immunization records. [See FFAB]
6. Attendance records.
7. Student questionnaires.
8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs.
14. Records of fees assessed and paid.
15. Records pertaining to student and parent complaints.
16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or

reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;
4. Reviewing an education record to fulfill the official's professional responsibility; or

5. Investigating or evaluating programs.

**Transcripts and
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the timeline provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The ~~special education director~~special education director shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at ~~the special education office~~the special education office.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ~~ten~~10 District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ~~ten~~10 District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

Directory information for District students shall only be released for school-sponsored purposes, such as District publications and announcements.

STUDENT RECORDS

FL
(LOCAL)

Free Application for
Federal Assistance
Completion Project

~~Directory information shall include student name, address, telephone listing, date and place of birth, dates of attendance, most recent school attended, photograph, grade level, honors and awards received, participation in officially recognized activities and sports, and weight and height of members of athletic teams~~
Directory information shall include student name, address, telephone listing, date and place of birth, dates of attendance, most recent school attended, photograph, grade level, honors and awards received, participation in officially recognized activities and sports, and weight and height of members of athletic teams.

In addition to other designated directory information, the date of birth of an entering high school senior shall also be considered directory information for purposes of the Free Application for Federal Student Aid (FAFSA) Completion Program. Public notice of this designation shall be provided to parents and eligible students as well as an opportunity to opt out of the disclosure of the directory information. [\[See EIF\]](#)

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Renewal of the 2023-2024 Interlocal Agreement Between SAISD and the City of San Antonio

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Becky Landa, Senior Executive Director, Educational Technology & Extended Learning

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the renewal of the 2023-2024 Interlocal Agreement between SAISD and the City of San Antonio Department of Human Services for the After School Challenge Program. This Agreement outlines the scope of work, associated grant funding, and the SAISD partnership requirements. The funding from the City of San Antonio provides SAISD schools the opportunity to offer a Districtwide extended day program with homework assistance, daily reading, STEM-based enrichment, recreational and physical fitness activities, and nutritional snacks. SAISD subcontracts with the YMCA and Greater San Antonio All Stars to provide frontline services. Dinner and nutritional snacks are provided by SAISD following USDA guidelines.

This Agreement ensures that students participating in this program will be provided with quality educational activities in a safe learning environment and will support improved academic achievement as measured by the State of Texas Assessments of Academic Readiness (STAAR) and the City of San Antonio Scorecard. The implementation of the After School Challenge program will operate for 168 days and observe the 2023-24 SAISD School Opening and Instructional Continuity Plan.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the proposed interlocal agreement with the City of San Antonio Department of Human Services, as presented, nunc pro tunc, as of October 1, 2023, for participation in the After-School Challenge Program.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

COSA Funding \$1,573,260 to be allocated to 478-xx-6xxx-xx-810-30-0-0x.

IV. 2023 - 2024 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:	Extended Learning Department and Summer School Department
Board Meeting Date:	February 20, 2024
Agenda Title:	Approval of the Renewal of the 2023-2024 Interlocal Agreement Between SAISD and the City of San Antonio
Presenter:	Becky Landa, Senior Executive Director, Educational Technology & Extended Learning
Cost and Funding Source:	City of San Antonio Challenge Grant is \$1,573,260.
If no cost to the District, what is the approximate value of goods/services being provided?	The overall After School Challenge Program Costs is \$2,515,139 of which the difference between the COSA Grant and SAISD costs is paid with local, state, and federal funds.
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input checked="" type="checkbox"/> Attendance <input type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
Target Number is 4,034	~325 Provider Frontline Staff (Ratio 1:25)	Target Number is 65	\$500 to \$550 (Cost vary based on enrollment per site)	Costs vary by providers based on hourly rates set by Providers	Costs vary based on enrollment by campus

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 a renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>SAISD has partnered with the City of San Antonio Department of Human Services to fund, manage, and operate the SAISD After School Challenge Program for students in K-8. Students participating in this program continue to outperform students who do not participate as shown in the table below. Within this partnership, SAISD is committed to meet the COSA Scorecard metrics which include academic performance in reading, attendance, and next grade level progression.</p>
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Is this an expansion of the program? If so, why?

In 2023-2024, SAISD has an enrollment target of 4,034 and has already met 98% (3,973) of the target enrollment. Increased enrollment strategies have been in place to support this program including, but not limited to, early online and in-person registration, participation in district-wide events such as YMCA and campus site in-person registration, and promotion via social media.

AFTER SCHOOL CHALLENGE PROGRAM DATA				
	2019-2020	2020-2021	2021-2022	2022-2023
COSA Funding	\$1,512,780	\$1,024,259	\$1,573,260	\$1,573,260
Enrollment Target	6,051	3,025	4,340	4,340
EOY Enrollment	5,750 (COVID March 2020; Met 95% of Goal)	1,869 (During COVID met 62% of the Goal)	3,189 (During COVID met 74% of the Goal)	4,098 (94% of the Goal)
Per Student Cost	\$365.52/year	\$550.00/year	\$550.00/year	\$550.00/year
Reading STAAR After School Challenge	N/A*	50%	66%	69%
Reading STAAR Non-Challenge	N/A*	45%	63%	60%
% Pass to Next Grade Level	99.9%	99.9%	99.8%	98%
Family Income Levels at \$0-\$40,000	82%	42%	69%	74%

*STAAR Test Not Administered

particular District school site to an agency meeting the legal and programmatic qualifications necessary to operate the After School Challenge Program (such agency is hereinafter referred to as a “Provider”), subject to the City’s prior written approval as set forth in Section 12 of this Agreement.

- B. District and any approved Providers shall operate the After School Challenge Program in accordance with applicable State of Texas Department of Family and Protective Services licensing requirements and other standards, if any, for operation of after-school programs by a school district and its contracted Providers. Services funded through this Agreement for the After School Challenge Program shall be delivered through onsite and in-person services only. Remote or virtual services will not be subject to reimbursement under this Agreement.
- C. The District shall provide the following to children during the After School Challenge Program:
 - 1.) An hour daily combined homework assistance and tutoring;
 - 2.) A safe and conducive place for students to engage in educationally based activities, including but not limited to providing students with the opportunity to study, socialize, interact, and engage in recreational/physical fitness opportunities; and
 - 3.) A nutritious snack.
- D. The District understands and agrees that the After School Challenge Program shall be open to only those students enrolled at District’s schools during the District’s School Years covered by the term of this Agreement and specified in the **District Specific Terms and Conditions**, attached hereto and incorporated herein for all purposes as **Attachment I**. In anticipation of the City’s fiscal year funding for this Program, the District and the City have mutually agreed upon, and incorporated into the **District Specific Terms and Conditions**, attached hereto as **Attachment I**, the following:
 - (1) number of campuses;
 - (2) the specific campuses;
 - (3) the minimum number of school days;
 - (4) the hour (e.g., 6:00 p.m.) through which District shall offer and operate the After School Challenge Program within its district; and
 - (5) the minimum number of enrollment slots for District’s School Years.

Prior to the start of District’s School Years, the District and City shall negotiate and mutually agree upon the same obligations specific to the second school year that is covered by the term of this Agreement, which obligations may be made a part of this Agreement by amendment without City Council approval in accordance with Section 19.B.2. and without approval of District’s Board of Trustees if approved by the District’s Superintendent. District must reach and maintain the enrollment level within the first semester of the school year to which the enrollment level applies. District understands that District is subject to a contract modification in accordance with Section 19.B.4. and a corresponding reduction in funding so that compensation is commensurate with (1) actual enrollment should the enrollment deficit equal or exceed 25 children, or (2) the actual number of days District provides in-person services as compared to the number of contracted minimum number of school days.

- E. District shall start operation of the After School Challenge Program no earlier than the first day of school for the applicable school year. District may operate the After School Challenge Program more than the required minimum number of days, but Program expenses incurred beyond the required number of days, term or hours set forth in this Agreement shall be the sole responsibility of the District.
- F. The District may provide the After School Challenge Program activities on early release days. Operation on early release days will count toward the required total number of days of operation.

Section 3: Consideration

- A. Subject to Sections 4.A. and B. herein, City will reimburse District the consideration stated in the **District Specific Terms and Conditions**, attached hereto as **Attachment I** for those costs incurred in operating the After School Challenge Program in accordance with the budget approved by the City. A program **Budget** and related detailed line item budget for said After School Challenge Program, reviewed and approved by City, are attached hereto and incorporated herein for all purposes as **Attachment III**. The **Budget** may be revised through a “revision” if the total Agreement **Budget** remains the same, or through an Agreement “amendment,” if there is an increase or decrease in the total Agreement **Budget**. Revisions are approved and signed by the Director of the Department of Human Services or a designee and amendments are approved and signed by the Director of the Department of Human Services in accordance with Section 19 of the Agreement. Approved **Budget** revisions and amendments supersede prior conflicting or inconsistent agreements regarding the referenced **Budget**, and all references in the Agreement to the **Budget** shall mean the budget as revised through approved budget revisions or amendments. District’s requested reimbursed costs must be consistent with the last revised, approved budget. If District subcontracts the performance of work pursuant to this Agreement, then a line item budget by each approved Provider, which in the aggregate totals the District **Budget** for After School Challenge Program services under this Agreement, must also be submitted to City. District may rebalance funding allocations to approved Providers for services in the District as necessary.
- B. It is expressly understood and agreed by the City and District that the City’s obligations under this Agreement are contingent upon the appropriation of adequate funds to meet City’s liabilities hereunder. In the event such funds are not appropriated in part or in whole by City, then District understands and agrees that the City may terminate this Agreement, and it shall be of no further force or effect.
- C. It is expressly understood and agreed that each party shall make payments for the performance of governmental functions or services from current revenues available to the paying party.
- D. District shall publicly acknowledge that its After School Challenge Program is supported by the City of San Antonio, Department of Human Services. Throughout the term of this Agreement, District agrees to include written acknowledgment of the City’s support in all After School Challenge Program -related presentations, press releases, flyers, brochures and other informational material prepared and distributed by District. District shall obtain the Department’s prior approval of the language and logo, as applicable, to be used.

- E. District understands and agrees that the submission of certain documents by November 1, 2023, are necessary for proper administration of this Agreement and that Agreement funds are subject to reallocation to another entity should District fail to submit the applicable documents by the stated deadline. City shall notify District by October 15, 2023, which documents are outstanding, and that District's funding may be reallocated pursuant to this Section. Extensions may be granted on a case by case basis and as solely determined by the Director of the Department of Human Services.

Section 4: Payment

- A. Invoices for reimbursement detailing the specific costs, along with supporting documentation, must be submitted to City monthly and no later than the 30th calendar day of each month, in the month after the period for which reimbursement of an expense is being requested. City shall reimburse the District for allowable costs within 30 days of City's receipt of invoice.
- B. Additionally, District shall reimburse all Providers and subcontractors within 30 days of receipt of invoice. District shall withhold payment for those invoice items with partial or no supporting documentation. District agrees to reimburse Providers and subcontractors 100% of workers compensation premiums related to individuals contributing 100% of his or her time and effort to the After School Challenge Program. Workers compensation premiums related to other individuals contributing less than 100% of his or her time and effort will be reimbursed on a prorated basis supported by time and effort reports or other documentation mutually agreed upon by District and Provider.
- C. The District shall submit to City all final requests for payment no later than 30 days from the expiration or early termination date of this Agreement, unless District receives written authorization from the Director of the Department of Human Services prior to such 30 day period allowing District to submit a request for payment after such 30 day period.

Section 5: Program Site, Supplies, and Maintenance

- A. District shall provide educational facilities for the After School Challenge Program, adequate in size for all the participants and activities to be provided at each campus (the combined facilities utilized for the programs at each campus is hereinafter referred to as "Program Site" and the Program Sites are collectively referred to as "Program Sites"). The Program Sites may include a combination of classrooms, cafeteria, lab rooms, or libraries. If District intends to utilize other educational facilities within a campus, the District must obtain the City's approval prior to implementation into the programs. The District shall also reserve and keep secure space for the storage of the Agreement funded equipment as is appropriate and necessary for the number of program participants at each Program Site.
- B. Program Sites for the After School Challenge Program shall be located at District campuses only.
- C. District shall provide supplies as necessary to facilitate the provision of recreational and educational activities for the After School Challenge Program.
- D. The District shall provide utilities and custodial services at all Program Sites.

Section 6: Program Participation

- A. Participation in the After School Challenge Program shall be open to all of District's students attending the Program Site where said Program is offered. At a minimum, students must be in kindergarten and must be 5 years old, as of September 1st of the school year covered by this Agreement in order to enroll. However, enrollment of 5 year olds may be limited depending on licensing requirements.
- B. The maximum number of participants in the After School Challenge Program shall only be limited by the District if appropriate staffing and space cannot be provided.
- C. The District shall not restrict registration at Program Sites other than as outlined in this Agreement.
- D. District shall collect and submit to the City's Department of Human Services the annual fee for participation in the After School Challenge Program in accordance with the fee structure adopted by City Council and in effect at the time of collection. District understands and agrees that the fees are revenues belonging to the City and that the District is required to maintain accurate and complete records demonstrating collection in compliance with applicable law and established policies. With prior approval and at the sole option of the Director of the Department of Human Services, District may be authorized to retain fees collected. If District is authorized to retain fees, City may deduct the amount retained from subsequent reimbursements (i.e., the amount due District from invoices submitted for reimbursement under this Agreement shall be offset by the amount retained). District also agrees that if the District has collected an amount greater than that which the District is entitled or due under the Agreement after reconciliation, then District shall immediately deliver to the City the amount due to the City no later than ten (10) District Central Office work days from the date of notification by the City.

Section 7: Program Staff

- A. The District shall provide at least one professional educator (hereinafter referred to as "Site Facilitator") as part of District's staff at each Program Site. Each Site Facilitator shall be the liaison between the program and the District and shall have oversight responsibility at the Program Site to which he or she is assigned.
- B. For the After School Challenge Program, District, through its Site Facilitator for each Program Site, shall monitor daily participant attendance and staffing to ensure that District's participant to staff ratio shall always be maintained at a maximum ratio of 25:1.
- C. All District employees that are employed to satisfy the maximum 25:1 ratio of participants to staff in the After School Challenge Program, shall remain with the participants at all times, and must be free of non-program related duties (e.g., custodial duties) during the hours of operation. Accordingly, Site Facilitators shall not be assigned to serve as staff assigned to provide direct child care. All employees acting as staff of the District for the contracted services shall be under the direct supervision of the Site Facilitator for the Program Site and, ultimately the District during the After School Challenge Program hours of operation.

- D. The District shall be responsible for assessing the number of the District’s participants with special needs and for employing staff qualified to assist special needs participants in accordance with applicable state and/or federal law requirements. Staff members provided by District to assist special needs participants shall be in addition to the staff required to maintain the 25:1 participant to staff ratio.

Section 8: Snack Component

- A. The District shall be responsible for providing snacks, in cooperation with the United States Department of Agriculture (USDA) free snack program, at each District campus that qualifies for the free snack program and is being used as a Program Site for the After School Challenge Program. Expired foods and those lacking nutritional value shall not be served to participants.
- B. The District shall be responsible for ensuring that the After School Challenge Program staff serves all snack components in accordance with USDA guidelines.

Section 9: Equipment and Property

- A. The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City’s sole option, revert to the City upon termination of this Agreement, for whatever reason. The District agrees to relinquish and transfer possession of and, if applicable, title to said property to the City without the requirement of a court order upon termination of this Agreement. It is understood that the terms, “equipment” and “property”, as used herein, shall include not only furniture and other durable property, but also vehicles.
- B. District shall be responsible for procuring necessary equipment/property for the After School Challenge Program. However, if City funds are used to procure such equipment/property, District agrees that such equipment/property purchased with City funds may not be disposed of without receiving prior written approval from the Department of Human Services. If the City provides its approval for disposal, District shall take necessary action to dispose at its sole expense unless otherwise mutually agreed upon. In cases of theft and/or loss of equipment/property procured with City funds, it is the responsibility of the District to replace it with like equipment/property. City funds cannot be used to replace equipment/property originally procured with City funds, however, City funds may be used to replace equipment/property originally procured with District funds. All replacement equipment/property will be treated in the same manner as equipment/property purchased with City funds.
- C. District shall maintain records on all items obtained with City funds to include:
 - (1) A description of the equipment, including the model and serial number, if applicable;
 - (2) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
 - (3) An indication of whether the equipment is new or used;
 - (4) The vendor’s name (or transferred from);
 - (5) The location of the property;
 - (6) The property number shown on the property tag; and
 - (7) A list of disposed items and disposition

- D. The District is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. District shall report damage to equipment/property purchased or leased with City funds, notwithstanding absence of intent or a determination that the damage was relatively insignificant, to the Department of Human Services. All equipment/property purchased or leased with City funds which are determined by District to be stolen, missing, intentionally and significantly damaged, and/or destroyed shall be reported to the local Police Department. The District shall make such reports immediately and shall notify and deliver a copy of the official report to the Department of Human Services within seventy-two (72) hours from the date that District determines that such equipment was stolen, is missing, was intentionally and significantly damaged and/or was destroyed. The report submitted by the District to the Department of Human Services shall minimally include:
- (1) A reasonably complete description of the missing damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
 - (2) A reasonably complete description of the circumstances surrounding the theft, damage or destruction; and
 - (3) A copy of the official written police report or, should the police not make such copy available, a summary of the report made to the police, including the date the report was made and the name and badge number of the police officer who took the report.
- E. All equipment purchased under this Agreement shall be fully insured against fire, loss and theft. For purposes of such insurance, the District may self-insure. The District may, at its option, require the Provider(s) to provide the required insurance coverage.
- F. The District shall provide an annual inventory of assets purchased with funds received through the City to the Department of Human Services.

Section 10: Travel

- A. The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the **Budget**.
- (1) District agrees that mileage reimbursement paid to District's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. District further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. District shall encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the District.
 - (2) District agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Agreement, District shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem

rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

Section 11: Program Evaluation and Record Keeping Requirements

- A. District agrees to maintain full and accurate records regarding: the number of participants attending each Program Site to include the activities planned and provided to the participants; the number of hours worked by the staff; the staff involved; attendance records for participants; improvement in grades or testing by participants and all other pertinent information regarding the program.
- B. The Department of Human Services is assigned monitoring, fiscal control, and evaluation of projects such as the After School Challenge Program. Therefore, at such times and in such form as may be required by the Department of Human Services, the District shall furnish to the Department of Human Services, such statements, records, data, policies, procedures, and information and permit the City to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. District shall use the online Contract Management System provided by the City for submitting all Contract related documents, including, but not limited to, monthly reports, budgets, budget revisions and requests for payment.
- C. The **Scorecard** reviewed and approved by City, for the After School Challenge Program is attached hereto and incorporated herein as **Attachment II**. District shall submit to the Department of Human Services via the online Contract Monitoring System a report no later than the 15th day of every month detailing the actual quantitative values of services delivered and reported outcomes, and shall attach student-level documentation supporting the same, for the month preceding the submission. Monthly student-level performance support documentation must be in Microsoft Excel format, or a spreadsheet equivalent. All other performance support documentation provided as part of the monthly performance submissions will be deemed unresponsive. If the online Contract Monitoring System is unavailable, District shall submit information via the alternative means established by the Department of Human Services. If District subcontracts the performance of work pursuant to this Agreement, then measures by each approved Provider, which in the aggregate totals the District measures for After School Challenge Program services under this Agreement, must also be submitted to City. District shall also submit to the Department of Human Services such other reports as may be required by the City. District ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.
- D. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if District receives

a request for information regarding documents within its possession pursuant to this Agreement, District shall notify the City within seventy-two (72) hours of receiving the requests and permit the City to protect information from public disclosure in accordance with applicable provisions of the Public Information Act. If the City receives a request for information and the District believes that the requested information is confidential pursuant to state or federal law, the City shall provide District with the reasonable opportunity to protect the information from public disclosure in accordance with applicable provisions of the Public Information Act.

- E. In accordance with Texas law, District acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, District agrees that no such local government records produced by or on the behalf of District pursuant to this Agreement shall be the subject of any copyright or proprietary claim by District.
- F. District acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City unless otherwise determined by law and shall be made available to the City at any time. District further agrees to turn over to City all such records upon termination of this Agreement, if requested by the City. Subject to the requirements of the Texas Public Information Act, District agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction or otherwise required by the Texas Attorney General's office under the Public Information Act.
- G. The City's Department of Human Services is assigned monitoring, fiscal control, and evaluation of the After School Challenge Program funded by the City. Consequently, the City may request and/or inspect District's records in order to monitor District's performance of District's obligations and deliverables under this Agreement. The parties acknowledge that the handling and disclosure of education records are subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g). Therefore, District shall acquire prior written consent from the parents or guardians of children participating in the program to permit the sharing of pertinent information with the City for the express purpose of monitoring District's performance of measures outlined under this Agreement.
- H. District shall submit to the Department of Human Services on or before the fifteenth (15th) day of the month following the end of every quarter (January 15th, April 15th, July 15th, and October 15th) a report stating the amount of After School Challenge Program participation fees assessed and collected with a summary of the backup documentation for the quarter preceding the submission and the amount forecasted to be assessed and collected for the full year, revising the forecast as necessary from quarter to quarter.

Section 12: Sub-Contracting and Assignment

- A. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be assigned without the prior written approval of City.
- B. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of City. Any work or services approved for sub-contracting hereunder shall be sub-contracted only by written agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors or Providers with this Agreement shall be the responsibility of District. District agrees that payment for services of any sub-contractor or Provider shall be submitted to District and District alone, and District shall be responsible for all payments to sub-contractors or Providers.

Section 13: Relationship of Parties

- A. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.
- B. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

Section 14: Indemnity

District and the City acknowledge they are political subdivisions of the State of Texas and are subject to comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

Section 15: Insurance

District and the City each maintain a self-insurance fund or an insurance policy for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

Section 16: Termination

Should either party fail to fulfill, in a timely and proper manner, obligations under this Agreement, or if either party should violate any of the covenants, conditions, or stipulations of the Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement by sending written notice to the defaulting party of such termination and specify the effective date thereof. However, prior to termination, the non-defaulting party shall provide the alleged

defaulting party written notice of the unsatisfactory performance, violations or areas of non-compliance, and an opportunity to cure within 10 days after receipt of the non-defaulting party's notice. However, in cases where the health, safety and welfare of one or more children is at risk as a consequence of District's unsatisfactory performance, violation or area of non-compliance, then the City may suspend District's After School Challenge Program and/or require that the District immediately act to cure the deficiency and District hereby waives all right to receive 10 days' written notice. The question of satisfactory completion of such work or curing of violations or areas of non-compliance shall be determined by the City alone, and its decision shall be reasonable and final. The District shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. It is further expressly understood and agreed by the parties that District's performance upon which final payment is conditioned shall include, but not be limited to, the District's complete and satisfactory performance, of its obligations for which final payment is sought.

Section 17: Notices

Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, and addressed to:

City of San Antonio
Department of Human Services
After School Challenge Program
P.O. Box 839966
San Antonio, Texas 78283-3966

or to such other address on file with the District as City may provide from time to time in writing to the District. Notices to District shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, and addressed to District at the address listed in the District Specific Terms and Conditions, attached hereto as **Attachment I**, or to such other address on file with the City Clerk as District may provide from time to time in writing to City.

Section 18: Approval of the City

Whenever this Agreement calls for approval by City, unless otherwise explained herein, such approval shall be evidenced by the written approval of the City's Director of the Department of Human Services or her designee, unless City Council approval is required.

Section 19: Entire Agreement; Amendments

- A. This written Agreement constitutes the entire agreement, with any other written or oral agreement with District being expressly waived by District.
- B. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto. District also understands that the Charter of the City requires that all contracts with the City and amendments thereto be in writing and approved by an ordinance; provided, however, the Director of the Department of Human Services shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further

approval by the City Council of the City, if permitted by all applicable local, state, and federal laws, and in the following circumstances:

1. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement, or (b) \$25,000, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing Agreement funding during the term of this Agreement and executed without City Council approval shall not exceed the foregoing amount;
2. modifications to the **Scope of Work or Scorecard**, so long as the terms of the amendment stay within the other parameters set forth in Section 2 of this Agreement;
3. budget revisions within each **Budget (Attachment III)**, so long as the total dollar amount of each **Budget** in this Agreement remains unchanged;
4. modifications to Section 3 herein to reduce the total amount of reimbursement that shall be made to the District by City, and to amend the After School Challenge Program **Budget** accordingly which is set forth in **Attachment III** hereto, in the event that District does not meet the requirements set forth in Article I Overview of the **Funding Guide**, which is set forth in **Attachment IV** hereto. District shall execute all amendments to this Agreement that are required as a result of a modification made pursuant to this Section 19.B.4; or
5. Increases or decreases in Agreement funding based upon After School Challenge Program enrollment levels and actual number of days in-person services are provided as set forth in Section 2.D, and modifications to Agreement terms related to enrollment or days services are provided; provided, however, that the cumulative total of all After School Challenge Program contracts, as amended, shall not exceed the City's total budget for the After School Challenge Program for the current fiscal year. District shall execute any and all amendments to this Agreement that are required as a result of a modification made pursuant to this Section 19.B.5.

The District's Superintendent of Schools shall likewise have the authority to execute an amendment of this Agreement without the necessity of seeking approval from the District's Board of Trustees under the same circumstances as set out in Section 19(B)(1) through (5) herein.

Section 20: Construction, Jurisdiction, and Venue

The Parties agree that this Agreement will be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce its terms or adjudicate any dispute arising out of it will be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

Section 21: Authority

Each of the signers of this Agreement hereby represents and warrants that they each have the authority to execute this Agreement on behalf of their respective governing entities. This Agreement shall be signed in duplicate originals so that each party hereto shall have an original.

This Agreement has been fully executed as of the date of signature of the last party to sign.

**CITY OF SAN ANTONIO,
a Texas Municipal Corporation**

**SAN ANTONIO
INDEPENDENT SCHOOL DISTRICT**

By: _____
Melody Woosley, Director
Department of Human Services

By: _____
Dr. Jaime Aquino
Superintendent

Date: _____

Date: _____

Approved as to Form:

Assistant City Attorney

ATTACHMENTS

- Attachment I – District Specific Terms and Conditions
- Attachment II – Scope of Work and Scorecard
- Attachment III – Budget
- Attachment IV – Funding Guide

**INTERLOCAL AGREEMENT BETWEEN CITY OF SAN ANTONIO
AND
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
DISTRICT SPECIFIC TERMS AND CONDITIONS FOR CITY FY 2023**

Agreement Section	Description	Terms and Conditions
Section 2.D.	District's School Years; District's Instruction Year	October 1, 2023 – September 30, 2024 [e.g., August 23, 2021 - June 17, 2022]
Section 2.D.	Number of Campuses	65 Campuses if they meet the maximum capacity of 25 students per site.
Section 2.D.	Specific Campuses	See Attachment
Section 2.D.	Minimum Number of School Days	168 days of operation in the 2023-2024 academic school year that is covered under this contract which begins August 21, 2023 and ends May 29, 2024. Please see attached District Calendar , and list of campuses with hours of operation .
Section 2.D.	Hour through which District's services are offered	Varies by school type (3:15 p.m.- 6:30 p.m.)
Section 2.D.	Minimum Enrollment Slots	Minimum of 15 students at the after-school sites with a maximum of 25:1 ratio.
Section 3	Consideration	\$1,573,260
Section 17	Notices (District's Address for Notice)	San Antonio Independent School District Dr. Jaime Aquino, Superintendent 514 W. Quincy St. San Antonio, Texas 78212

SCOPE OF WORK

Attachment II

AGENCY NAME: San Antonio Independent School District

PROGRAM NAME: Extended Learning

CONTRACT TERM: October 1, 2023 to September 30, 2024

OUTCOME:

Children and youth are safe, healthy, resilient, and ready to succeed in school and life.

LONG TERM GOAL (GV Project Goal):

80% of all grades' students "approach grade level or above" in all subjects of the STAAR Test in:

- East Central ISD
- Harlandale ISD
- Northside ISD
- South San Antonio ISD
- Edgewood ISD
- Northeast ISD
- San Antonio ISD
- Southwest ISD

SCOPE OF WORK (GV Project Summary/Abstract):

Describe your program's main objective to include synchronous activities to be conducted, describe whether a fee is involved, and how the program intends to spend COSA funding.

The San Antonio Independent School District and the City of San Antonio Department of Human Services have partnered to fund, manage, and operate the San Antonio Independent School District Extended Day Program (After School Challenge Program). The objective of the program is to provide extended learning opportunities and recreational enrichment activities for the students enrolled in the school district.

San Antonio ISD has employed two subcontractors to assist with the operation of the program. The subcontractors are Greater San Antonio After-School All-Stars (GSA), and Young Men Christian Association (YMCA). Each of the subcontractors is assigned campuses and manages the daily implementation of the extended day program. Direction on the program goals, operations, and curricular programming is provided by the Extended Day Learning and Summer School Department of the San Antonio Independent School District.

San Antonio ISD parents who enroll their child(ren) in the after-school challenge program are required to pay the City of San Antonio After School Challenge Program Fees ([Sliding Scale](#)). San Antonio ISD collects and submits these funds to the City's Department of Human Services.

San Antonio ISD will use the COSA grant funding for all associated program costs including, personnel salaries and benefits (part-time monitor), fees for professional contractors (Greater San Antonio, and YMCA); printing materials, and commodities (instructional, recreation, curriculum, safety and PPE resources); and office supplies.

SERVICE PLAN:

Describe the program's service plan, to include number of days in operation over the term of the contract, and hours of operation.

Components of the program will include the following services:

- A safe and supportive environment for students to study, socialize, and interact
- Homework/tutorial assistance in reading and mathematics to support student achievement
- Organized recreation active play
- A nutritional snack and meal administered under, and meeting program and federal requirements
- Program monitoring

District enhancements to the program will include:

- SAISD after-school hands-on curriculum
- Introductory STEM/STEAM activities
- Reading for pleasure every day
- Monthly read-alouds
- Expanded instructional resources and facilities (computer lab and library as available)
- Standard provider resources, training, and program handbook

There will be 168 days of operation in the 2023-2024 academic school year, with a start date of August 21, 2023 and end date of May 29, 2024. The 168 days pertains to schools opening on time on August 21, 2023 with a full staff and minimum student enrollment. Schools that do not open due to low enrollment will have less than 168 days but will open as soon as possible. The delayed start time provides the readiness required by the frontline staff to process enrollment applications, process the billing and training of staff, and prepare the resources to commence programming. Please see the attached [District calendar](#), and list for campuses with [hours of operation](#).

TARGET POPULATION:

Indicate the target population to include specific zip codes, School Districts, and City Council Districts.

The After School Challenge program will serve K-8 grade students representing all programs such as ESL, bilingual, Special Education, etc. as funding allow. These are students who are currently enrolled in in-person instruction at elementary, academies, and middle schools with a minimum enrollment of 25 students where it is possible. Schools are located within the following zip codes: [see attached list](#). The San Antonio Independent School District sites are designated to the following [City Council Districts 1,2,3,4,5,6,7](#) which account for a high poverty population of students in Title I campuses.



CITY OF SAN ANTONIO
DEPARTMENT OF HUMAN SERVICES
 TEAMWORK • INTEGRITY • INNOVATION • PROFESSIONALISM

Agency:	San Antonio ISD
Program Name:	After School Challenge Program
Outcome:	Children and youth are safe, healthy, resilient, and ready to succeed in school and life.
Goal:	80% of all grades' students "approach grade level or above" in all subjects of the STAAR Test in East Central ISD, Edgewood ISD, Harlandale ISD, Northeast ISD, Northside ISD, San Antonio ISD, South San Antonio ISD, and Southwest ISD.

RBA	PM Number	Performance Measure Description	Instructions to Agency	Q1 Target Oct-Dec	Q2 Target Jan-Mar	Q3 Target Apr-Jun	Q4 Target Jul-Sep	FY24 Year End Target
How Much	1*	# of Unduplicated Students Enrolled	Required Entry => Note - The sum of disaggregated students by grade level should equal the total number of unduplicated students enrolled.	1,447	2,893	4,034	4,034	4,034
How Much	2	# of Active Enrolled Students	Required Entry => (Enter the number of actively enrolled students by month. This number may differ from the unduplicated number in PM # 1 if students have exited the program.)	No Target	No Target	No Target	No Target	No Target
How Much	3 - Numerator	# Total Monthly Attendance (All locations daily attendance for reporting period)	Required Entry => (Enter the total number of clients in attendance.)	No Target	No Target	No Target	No Target	No Target
How Much	3 - Denominator	# of Days Served (total available days in reporting period, i.e., M-F, minus holidays or mandatory closures)	Required Entry => (Enter the total number of days the program provided services within the period.)	No Target	No Target	No Target	No Target	No Target
How Well	3	Average Attendance (DHS calculate Total Monthly Attendance divided by # of days served)	Calculated - No Entry by Agency Required.	85%	85%	85%	85%	85%
How Much	4 - Denominator	# of actively enrolled 2nd thru 8th graders	Required Entry => (Enter the number of actively enrolled students in grades 2nd thru 8th grade, by month.)	No Target	No Target	No Target	No Target	No Target
How Better Off	4	#/% of Participants that achieved a C (75+) or better in Reading	Required Entry => (Enter the # of students who achieve a C (75+) or better in Reading.)	No Target in this Quarter	80%	No Target in this Quarter	80%	80%
How Better Off	5	#/% of Participants who are NOT chronically absent from school attendance	Required Entry => (Enter the # of students who do not meet the definition of chronically absent based on school attendance.)	No Target	85%	No Target in this Quarter	85%	85%
How Better Off	6	#/% Participants progressing to the Next Grade level	Required Entry => (Enter the # of students in PM # 2 who progress to the next grade level at end of academic year.)	No Target in this Quarter	No Target in this Quarter	No Target in this Quarter	90%	90%
How Much	7 - Denominator	# of students in 3rd, 5th, and 8th grade taking the STAAR Reading test	Required Entry => (Enter the # of students from PM # 1 who take the STAAR Reading Test.)	No Target	No Target	No Target	No Target	No Target
How Better Off	7	#/% Students enrolled in ASCP that pass the STAAR Reading test	Required Entry => (Enter the # of students who approaches, meets, or masters the STAAR Reading test.)	No Target in this Quarter	No Target in this Quarter	No Target in this Quarter	70%	70%

Agency:	San Antonio ISD
Program Name:	After School Challenge Program
Outcome:	Children and youth are safe, healthy, resilient, and ready to succeed in school and life.
Goal:	80% of all grades' students "approach grade level or above" in all subjects of the STAAR Test in East Central ISD, Edgewood ISD, Harlandale ISD, Northeast ISD, Northside ISD, San Antonio ISD, South San Antonio ISD, and Southwest ISD.

RBA	PM Number	Performance Measure Description	Instructions to Agency	Q1 Target Oct-Dec	Q2 Target Jan-Mar	Q3 Target Apr-Jun	Q4 Target Jul-Sep	FY24 Year End Target
How Much	8	# of certified teachers employed	Required Entry => (Enter the # of certified teachers who are employed by the program to provide services to the students.)	No Target	No Target	No Target	No Target	No Target
How Much	DEM	Monthly Demographic Report to include the below metrics on unduplicated clients served.	Use the Upload Files button in Smartsheet to upload supporting documentation to include your most recent Client Demographic Report, and supporting documentation that is summarized in an Excel format, or other DHS approved file format. Failure to include required attachments will cause your report to be declined.					
How Much	DEM	A. # of Clients by Gender Identification	F. # of Clients by Race	<p>Note: The quarter target amounts reflected in this scorecard are cumulative. Performance Measures that do not have targets assigned to them, but are intended for informational purposes or serve to calculate other targeted performance measures, may not be listed here, as those may be subject to change upon finalization of the Agency web-based Contract Performance Monitoring Report (CPMR). *Select targeted performance measures are validated in accordance with the Contract Administration & Monitoring Protocol of Delegate Agency Contracts and the contractual requirements, as applicable.</p>				
How Much	DEM	B. # of Clients by Household size	G. # of Clients by Zip Code					
How Much	DEM	C. # of Clients by Family Income	H. # of Clients by City Council					
How Much	DEM	D. # of Clients by Age	I. # of Clients by School District					
How Much	DEM	E. # of Clients by Ethnicity						

Approval Signatures:



 Agency President/CEO/Executive Director
 11/29/23

 Date



Please use the drop-down list to choose your Agency and Program

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT - AFTER SCHOOL CHALLENGE PROGRAM

FY24 DELEGATE AGENCY PROGRAM BUDGET FORM

Agency Name: SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Program Name: AFTER SCHOOL CHALLENGE PROGRAM

TOTAL AGENCY BUDGET

FUNDING SOURCES	Actual Agency Revenue FY 2022	Actual Agency Expenses FY 2022	Estimated Agency Revenue FY 2023	Actual Agency Expenses FY 2023	Projected Agency Revenue FY 2024	Projected Agency Expenses FY 2024
1. City of San Antonio (COSA)	\$14,296,226.59	\$14,296,226.59	\$16,084,821.26	\$16,084,821.26	\$16,632,012.01	\$16,632,012.01
2. Local Government (other than COSA)	\$332,872,398.43		\$369,631,860.06		\$374,293,349.00	
3. State Government	\$244,502,030.00		\$228,698,958.00		\$239,049,389.21	
4. Federal Government	\$216,375,696.00		\$221,278,111.09		\$201,401,696.71	
5. United Way	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Foundation Grants	\$3,200,053.98	\$3,200,053.98	\$2,320,000.00	\$2,320,000.00	\$1,600,000.00	\$1,600,000.00
7. Donation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Other (list below)		\$749,440,851.35		\$752,327,731.85		\$803,880,182.00
Fundraiser						
TOTAL	\$811,246,405.00	\$766,937,131.92	\$838,013,750.41	\$770,732,553.11	\$832,976,446.93	\$822,112,194.01

TOTAL PROGRAM BUDGET

Cost Category	Fiscal Year 2023					Fiscal Year 2024				
	COSA		*Other Sources		Total	COSA		*Other Sources		Total
	\$ Amount	%	\$ Amount	%		\$ Amount	%	\$ Amount	%	
Personnel Services	\$25,963.00	10%	\$228,243.21	90%	\$254,206.21	14,245.00	6%	\$237,815.42	94%	\$252,060.42
Contractual Services	\$1,447,195.00	67%	\$705,771.00	33%	\$2,152,966.00	1,532,515.00	70%	\$665,464.00	30%	\$2,197,979.00
Commodities	\$100,102.00	74%	\$34,359.00	26%	\$134,461.00	26,500.00	41%	\$38,600.00	59%	\$65,100.00
Fixed Charges					\$0.00	-				\$0.00
Capital Outlay					\$0.00	-				\$0.00
TOTAL	\$1,573,260.00	62%	\$968,373.21	38%	\$2,541,633.21	\$1,573,260.00	63%	\$941,879.42	37%	\$2,515,139.42

*-Other Sources should reflect the summation of all additional funding streams from funding sources outside of the City of San Antonio for this program.



**** Position Type: All positions must select a Position Type. The Position Type "Program" is defined as any position that provides direct services/contact to a participant of the above named COSA Funded Program. All personnel providing Administration support (eg. CEO,CFO, Accountants and Secretarial staff), use position type "Admin".**

FY 24 City of San Antonio - DHS Consolidated Funding Program Line Item Budget

Agency Name: SAN ANTONIO INDEPENDENT SCHOOL DISTRICT		Budget Version: Proposed			
Program Name: AFTER SCHOOL CHALLENGE PROGRAM		Total Proposed DHS/EDD Budget: \$1,573,260.00	Total Program Budget: \$2,515,139.42		
		Total Agency Budget: \$832,976,446.93			
Fringe Benefits		Program Amount Budgeted	Admin Amount Budgeted	Total Budgeted to DHS	
5103005	FICA (7.65% or less of Taxable Income Billed)	1,003.00		1,003.00	
5103010	Life Insurance			-	
5104030	Health Insurance			-	
5105010	Retirement (% paid by Employer)			-	
5402520	Worker's Compensation	132.00		132.00	
5402550	Unemployment Insurance			-	
Fringe Benefits Subtotal		1,135.00	-	1,135.00	
Total Personnel (Salaries/Wages and Fringe Benefits)				14,245.00	
Contractual Services					
DHS/EDD GL				Amount Budgeted to DHS/EDD	Agency Match (ESG Only)
5201025	Education				
5201040	Fees to Professional Contractors <i>Enter Details Below</i>			1,488,016.20	
	Contractor Name	Program/Admin	Purpose/Description of Services to be Provided	Contract Amt	
	Greater San Antonio ASA	Program	Extended Day Program Services	628,190.00	
	YMCA-San Antonio	Program	Extended Day Program Services	859,826.20	
	<i>See Additional Lines Tab if you need more space</i>			Total from Additional Lines Tab	-
5203040	Advertising and Publication				
5203050	Membership Dues and Licenses				
5203060	Binding, Printing and Reproduction			\$40,000	
5203070	Subscriptions to Publications				
5203090	Transportation Fees	Est. Mileage	4,760	Rate Per Mile	0.63
5204010	Linen and Laundry Service				
5204050	Maintenance and Repair - Buildings and Improvements				
5204080	Maintenance and Repair - Machinery and Equipment				
5205010	Mail and Parcel Post Service				
5205020	Rental of Office Equipment				
5205030	Equipment Leasing				
5205050	Freight and Storage				
5206010	Rental of Facilities				
5207010	Travel Official <i>Enter Details Below</i>			1,500.00	
	Travel Date & Location	Purpose/Event Name		Travel Amt	
	May 2024 - San Antonio	Out-Of-School Time Conference (OSTI-CON) 2024		\$1,500	
	<i>See Additional Lines Tab if you need more space</i>			Total from Additional Lines Tab	-
5208530	Alarm and Security Services				
Total Contractual Services				1,532,515.00	-
Commodities					
5301010	Maintenance and Repair Materials (Buildings and Improvements)				
5301030	Maintenance and Repair Materials (Machinery and Equipment)				
5302010	Office Supplies			2,500.00	
5303010	Janitorial Supplies				
5304005	Clothing and Linen Supplies				
5304025	Motor Fuel and Lubricants				
5304070	Recreation Supplies			13,000.00	
5304075	Computer Software				
5304080	Other Commodities - Itemize by Type Below			11,000.00	
	Purpose/Description of Other Commodities			Amount	
	Instructional Resources			10,000.00	
	Personal Protective Equipment such as sanitizing wipes, gloves and masks			1,000.00	
	<i>See Additional Lines Tab if you need more space</i>			Total from Additional Lines Tab	-
Total Commodities				26,500.00	-



**** Position Type:** All positions must select a Position Type. The Position Type "Program" is defined as any position that provides direct services/contact to a participant of the above named COSA Funded Program. All personnel providing Administration support (eg. CEO,CFO, Accountants and Secretarial staff), use position type "Admin".

FY 24 City of San Antonio - DHS Consolidated Funding Program Line Item Budget

Agency Name: SAN ANTONIO INDEPENDENT SCHOOL DISTRICT	Budget Version: Proposed
Program Name: AFTER SCHOOL CHALLENGE PROGRAM	Total Proposed DHS/EDD Budget: \$1,573,260.00
	Total Program Budget: \$2,515,139.42
	Total Agency Budget: \$832,976,446.93

Fixed Charges

5403010	Telecommunications		
5404530	Gas and Electricity		
5404540	Water		
5405030	Liability, Hazard, Fidelity Insurance		
5407020	Direct Assistance Payments To Program Participants - Provide Breakdown Below	-	
	Purpose/Description of Direct Assistance Payments (Provide breakdown)	Amount	
	<i>See Additional Lines Tab if you need more space</i>	Total from Additional Lines Tab	-
Total Fixed Charges			-

Capital Outlay

5501000	Computer Equipment <\$5,000		
5501055	Machinery and Equipment - Other <\$5000		
5501065	Furniture and Fixtures <\$5,000		
Total Capital Outlay			-
Total Proposed DHS/EDD Budget			1,573,260.00

* Administrative Cost % for DHS Program 0%

Total Administrative Cost for this DHS funded program may not exceed 20% of the City's allocation to the Agency for this program
****Administrative costs for DHS funded HOPWA programs may not exceed 7% of the City's allocation to the Agency****
THIS SECTION IS FOR CITY OF SAN ANTONIO USE ONLY

DHS/EDD Categories	Total Cost to DHS/EDD	Agency Match (ESG Only)
Total Personnel (Salaries/Wages and Fringe Benefits)	14,245.00	-
Total Contractual Services	1,532,515.00	-
Total Commodities	26,500.00	-
Total Fixed Charges	-	-
Total Capital Outlay	-	-
Total Program Budget	1,573,260.00	-

FOR COSA USE ONLY

<u>Approved:</u>		
	Contract Monitor Signature	Date
<u>Approved:</u>		
	Contract Administrator or Designee Signature	Date
<u>Approved:</u>		
	Fiscal Monitor Signature	Date
<u>Approved:</u>		
	Department Finance Administrator or Designee Signature	Date



CITY OF SAN ANTONIO
HUMAN SERVICES (DHS)
CONSOLIDATED FUNDING GUIDELINES
FY2024 – FY2025

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I. OVERVIEW

The City of San Antonio, (“COSA”) through the Department of Human Services (DHS) utilizes a Consolidated Funding Process on a bi-annual basis to allocate a variety of funding for public services programs. Funding is awarded based the submission and evaluation of proposals submitted by eligible respondents in accordance with procurement standards. Respondents are encouraged to submit proposals which highlight their innovative programming and demonstrate their ability to conduct anticipated activities. The competitive funding process for the FY2024-2025 solicitation period began in March 2023 and culminated in September 2023 with final recommendations proposed to City Council for approval. Contracts awarded to respondents (“Agencies”) from this process are effective as of October 1, 2023 and include an option for renewal after 12 months. Renewals for FY2025 are conditional based on several factors including, but not limited to, performance in FY2024, funding availability in FY2025 and Council approval for FY2025.

Other funds, as they may become available throughout FY 2024 and FY2025 for services procured through the consolidated RFP may be awarded at a later date with approval of City Council of the City of San Antonio.

Contractor understands and agrees that the funds provided to Agencies from the City’s Consolidated Human Services Process shall represent a limited percentage of Agency’s total agency revenues and expenses for the contract term. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency’s “match” requirement. An Agency’s total agency revenues and expenses derived from non-City sources and from the City is Agency’s Total Budget. Agency shall comply with any matching fund requirements set by City Council that apply to an Agency’s contract, regardless of when such requirements are passed. If Agency receives an aggregate amount of \$1,000,000.00 or more in City funds from all City funded contracts, then Agency shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Agency receives less than an aggregate amount of \$1,000,000.00 in City funds from all City funded contracts, then Agency shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with their annual program budget within 30 days of contract execution. Agency understands that City shall have no obligation to provide any funds hereunder until Agency demonstrates having secured the percentage of matching funds required of Agency. Agency understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Agency understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. Agency shall provide acceptable evidence, as determined solely by the City, that Agency has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. City reserves the right, to make such a request at the end of each quarter throughout the Contract term for evidence that Agency has expended or is on course to expend the applicable percentage of funds constituting its match prior to the end of the Contract term. If Agency does not provide City with acceptable evidence that funds have been expended as required herein, Agency understands and agrees that City may reduce or recapture pursuant to 4.6 the amount of City funds provided to Agency in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

Funds reduced as a result of either of the requirements above may be reprogrammed.

Agency agrees that all amendments to any of the applicable laws in this Contract including the **Funding Guide** and **Federal Compliance Manual** may be incorporated automatically into the Contract.

II. CONTRACT ADMINISTRATION

A. Department of Human Services Administered Contracts

All Contracts administered through the Department of Human Services shall comply with the following Special Provisions if requested by the City:

- 1) Agency shall coordinate and disseminate information on the Pre-K 4 SA program to all program participants and to the general public as requested. Agency shall maintain records on the amount and type of outreach efforts in its dissemination of information on the Readiness Guidelines and shall submit on monthly basis reports of said records to City's Department of Human Services.
- 2) The Agency shall become familiar with other basic health and human service programs offered through the Texas Department of Health, the Texas Department of Human Services, Bexar County, the City of San Antonio or other private/public agencies that assist low income families. The Agency shall be prepared to offer basic referrals to these services based on the individual needs of the family.
- 3) Agency shall disseminate information to the general public on the benefits and eligibility for the Federal Earned Income Tax and Child Care Credits. Agency shall provide participants with referrals to the City of San Antonio, Department of Human Services and Volunteer Income Tax Assistance (VITA) program. If available, the Agency shall provide office space for VITA volunteers to complete tax returns.
- 4) Agency shall allow City's Department of Human Services' Family Assistance Division staff to train Agency's staff in certifying participants for SAWS Water Affordability Program in client verification, application processes and monitoring the Campaign. Agency staff shall provide assistance in the implementation of the SAWS Water Affordability Program Campaign. Agency shall complete necessary documents and a monthly summary report on the number of households assisted, and forward said monthly reports to the Family Assistance Division Main Office, located at 100 W Houston St., 9th floor, San Antonio, TX 78205. The Family Assistance Division staff shall provide support for Agency in the execution of these tasks on an on-going basis. Specific instructions on providing these services shall be provided to Agency upon execution of this contract.
- 5) Agency agrees that it may be selected to provide eligibility determination services to the City for utility assistance credits through Projects **WARM** (*Winter Assistance Relief Mobilization*) and **REAP** (*Residential Energy Assistance Partnership, Inc.*) to low-income and elderly residents who are City Public Service ("CPS") customers. Agency(ies) may, at the sole discretion of the City, be required to perform these duties.

If selected by City to conduct Project WARM and REAP eligibility determination services, Agencies understand and agree that said services are part of the consideration for the City's award of funds. **Agencies further understand and agree that City may not compensate Agencies for said services. Agency further understands and agrees that City may not reimburse Agency for any costs or expenses associated with said services or for Agency making assistance credit recommendations to City.** Agency shall allow City's Department of

Human Services' staff to train Agency's staff in providing eligibility determination services for Projects **WARM** and **REAP**. Specific instructions on providing these services shall be provided to Agency upon execution of this contract.

- 6) Agency agrees to consider and make a good faith effort in hiring potential candidates who complete the Ready to Work program, a training and education initiative, which serves to provide an immediate response to the significant and urgent needs of San Antonio residents affected by the COVID-19 pandemic. Agency is also encouraged to make a good faith effort to interview and hire employees who currently reside in Bexar County and to use the services of Workforce Solutions Alamo in screening and referring eligible applicants to fill the Agency's full-time jobs.
- 7) Agency agrees that it may be selected to participate in the Homeless Management Information System (HMIS) project City of San Antonio/Bexar County Continuum of Care funded through the U.S. Department of Housing and Urban Development. Participation in HMIS must meet all requirements of HMIS. Agency may, at the sole discretion of the City, be required to perform these duties.
- 8) Agency agrees that it may be required to follow local CoC Written Standards, participate in the Homeless Management Information System (HMIS) or an approved comparable system, and participate in San Antonio/Bexar County's local Coordinated Entry System, SAHomelink. SAHomelink participation involves conducting the local approved assessment (for Emergency Shelter and Street Outreach projects), accepting referrals from SAHomelink (for Rapid Rehousing projects), and incorporating prevention/diversion techniques as recommended by the Coordinated Entry Advisory Committee.
- 9) Agency agrees to provide reports to the City of San Antonio, Department of Human Services in the format requested by the City.
- 10) Agency agrees that it may be selected to participate in the Digital Referral Platform for Case Management as part of the Alamo Area Community Network (AACN). If selected to participate, agrees to complete the onboarding process required to become an active participant in the AACN.

III. STATUTORY GUIDELINES AND SPECIAL PROVISIONS

A. Community Development Block Grant (CDBG) CFDA #14.218

The Community Development Block Grant (CDBG) is a grant provided by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, (hereinafter referred to as Community Development Act), as amended. The Division of Grants Monitoring & Administration administers the CDBG program for the City of San Antonio for use in revitalizing neighborhoods, providing affordable housing, expanding economic opportunities, improving community facilities and services, and public service activities.

National Objectives:

An activity must meet one of the following CDBG National Objectives to be eligible to receive funds:

- (1) Benefit low- and moderate-income families,
- (2) Prevent or eliminate slums or blight, or
- (3) Meet other urgent community development needs.

Typically, public service programs will meet the first National Objective of benefiting low to moderate income families. HUD defines Public Service programs as “activities directed towards improving employment, crime prevention, child care, health, drug abuse, education, energy conservation, welfare, or recreational needs.”

Most public service programs require income certification of program participants to ensure the program meets certain income eligibility requirements for use of Community Development Block Grant (CDBG) in the program.

In most cases, as direct beneficiaries, clients benefiting from CDBG supported public service activities must be documented as having gross annual household incomes not exceeding 80% of San Antonio’s median income, adjusted for household size in accordance with HUD Section 8 Income Guidelines. Support documentation must be maintained demonstrating client income eligibility.

CDBG regulations allow up to 15% of the annual grant to be allocated to public service programs. However, the City will award funds to public services based on current priorities and funding availability. Public services include but are not limited to those programs concerned with employment, crime prevention, childcare, day care, health care, drug abuse prevention, education, mental health, energy conservation, welfare, or recreation.

Contractor shall ensure that all services are consistent with the City of San Antonio Consolidated Plan located at: <https://www.sanantonio.gov/GMA/Resources>

In addition, HUD CDBG regulations require the Public Service program to be a new service or demonstrate a quantifiable increase in the level of an existing service.

B. Child Care Development Fund Block Grant (CCDF) CFDA #93.575

The City of San Antonio receives CCDF funds through a contract with the Workforce Solutions Alamo. early care and education programs for young and school age children through Quality Improvement Activities (QIA) and family strengthening strategies. Funding may be awarded from multiple sources including U.S. Department of Health and Human Services Child Care Development Fund Block Grant (CCDF), Temporary Assistance to Needy Families (TANF), and the U.S. Department of Labor Welfare to Work or Workforce Investment Act (WIOA) programs.

1) Contractors funded through CCDF shall comply with the following laws:

- Child Care and Development Block Grant Act of 1990 - CFR Title 45, Sections 98 and 99 contain the regulations for the implementation and operation of the CCDBG
- Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (HR3734) (Welfare Reform) amends 42 USC 9858 which creates the Child Care Development Fund (CCDF).
- Public Law 104-193
- Public Law 105-33
- USC Title 42, Section 9858 (The Omnibus Reconciliation Act of 1990) created the Child Care and Development Block Grant (CCDBG) and authorizes payment for certain child care and quality improvement activities.
- USC Title 42, Chapter 7, Subchapter II Section 418 – Social Security Act, as amended entitled Federal Old-Age, Survivors, And Disability Insurance Benefits
- USC Title 42, Chapter 7, Subchapter IV, Section 601 through 679 entitled Grants to States for Aid and Services to Needy Families With Children and for Child-Welfare Services
- TAC Title 40 Part 20 – Texas Workforce Commission
- TAC Title 40, Part I, Chapter 73 Subpart A provides the processes and procedures for the administration of all programs and services receiving state financial assistance directly or through contractual arrangement, in accordance with applicable federal civil rights regulations.
- TAC Title 40, Chapter 801 and 809
- Texas Education Code, Section 33.902
- Labor Code, Title 2, Chapters 21, 81, 301 and 302
- Human Resource Code, Chapter 22 (all), Chapter 31, Section 31.0035, Chapter 44 (all), Chapter 73 (all), and Chapter 121 (all)
- Government Code Title 10, Chapters 771 and 2308
- Texas Workforce Commission Financial Manual for Grants and Contracts – available in hard copy format from the City of San Antonio, Department of Human Services upon request.
- Any other applicable federal, state, and local laws, including City and Workforce Solutions Alamo, rules regulations, policies, procedures and issuances promulgated under authority of the legislation and specific program requirements.

2) ADDITIONAL RIGHTS IN DATA

Workforce Solutions Alamo shall have the right to reproduce, publish or use the copy right of patent or rights in all data produced through this Contract.

3) ADDITIONAL ETHICS REQUIREMENTS

- a) No employee of Contractor or Sub-Contractor, no member of Contractor's or Sub-Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affect his/her personal pecuniary interest.
- b) Contractor shall take every reasonable course of action to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Contract shall be administered in an impartial manner, free from efforts to gain personal, financial or political benefit, tangible or intangible. Contractor, its executive staff and employees, while administering this Contract, shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- c) Contractor has disclosed any interest, fact or circumstance, which does or may present a potential conflict of interest. Contractor shall immediately inform the City of San Antonio at the address in Article XXVI, Section 26.1 of this Contract and Alamo Work Source at the address in Section (6) below, in writing of any potential conflict of interest which arises at any time during the term of this Contract.

4) ADDITIONAL COMMUNICATIONS/NOTICES

In addition to the parties listed in Article XXVI, Section 26.1 of this contract, Contractor shall also submit all communications and notices to Workforce Solutions Alamo in the same manner as set forth in Article XXVI, Section 26.1 of the contract to the address below:

Executive Director
100 N. Santa Rosa Suite
120 San Antonio, TX 78207

5) ADDITIONAL AUDIT / RECORDS INSPECTION

In addition to the requirements set forth in Article VII, Section 7.3 and Article VIII, Section 8.1 of this Contract, Contractor further agrees that all records and files with respect to all matters covered by or related to this Contract will be open for inspection and audit at any reasonable time during the term hereof by representatives of Workforce Solutions Alamo and shall continue to be available for a period of three (3) years after the termination date hereof. If at the end of three (3) years, there is litigation or if the audit report covering such agreement has not been accepted, the Contractor shall retain the records until the resolution of such litigation or audit.

6) ADDITIONAL REQUIREMENTS FOR AMENDMENT

In addition to the requirements set forth in Article XXIV, Section 24.1 of this Contract, Contractor further agrees that except when the terms of this Contract expressly provide otherwise, any alterations additions or deletions to the terms hereof shall be by amendment in writing and approved by Managing City Department and Workforce Solutions Alamo.

7) ADDITIONAL REQUIREMENT FOR ASSIGNMENTS

In addition to the requirements set forth in Article XXIII, Section 23.1 of this Contract, Contractor further agrees that Contractor shall not assign or transfer Contractor's interest in this agreement without the written consent of Workforce Solutions Alamo.

8) ADDITIONAL REQUIREMENT FOR SUBCONTRACTING

In addition to the requirements set forth in Article XXV, Section 25.1 of this Contract, none of the work or services covered by this agreement shall be sub-contracted without the prior written consent of Managing City Department and Workforce Solutions Alamo. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written agreement, and unless specific waiver is granted in writing by Managing City Department and Workforce Solutions Alamo., shall be subject by its terms to each and every provision of this agreement. Compliance by sub-Contractors with this agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any approved sub-Contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub- Contractors.

C. Community Services Block Grant (CSBG) CFDA # 93.569

Applicable Laws

The City of San Antonio receives CSBG funds through a contract with the Texas Department of Housing and Community Affairs.

- 1) Agencies funded through CSBG shall comply with the following laws:
 - Public Law 103.252 which can be found at <http://www.ncaf.org/csbg/>
 - Community Services Block Grant 42 USC Sections 9901 through 9926
 - TAC Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Rules § 5.144, §5.145, §5.150 and §5.167 – pertaining to Uniform Grants and Management Standards
- 2) Persons served through CSBG funds must meet income eligibility guidelines including having incomes at or below 125% of the Federal Poverty Income Level (FPIL) as established by the U.S. Department of Health and Human Services.
- 3) Agency agrees to adhere to all the requirements of the Results Oriented Management and Accountability (ROMA) system; a tool designed to measure consistent results of the Agency's service delivery throughout the Agency's service delivery period. Texas Department of Housing and Community Affairs (TDHCA) mandate this requirement in accordance with CSBG Policy Issuance 98.12.8.

D. Emergency Solutions Grant (ESG) CFDA #14.231

Applicable Laws:

The City of San Antonio is the grantee that receives ESG funds through a contract with the U.S. Department of Housing and Urban Development. Through this RFP, the City makes ESG funds available to eligible recipients, which can be either local government agencies or private nonprofit organizations. The Emergency Solutions Grants replaces the Emergency Shelter Grants program and expands the eligible activities to include homelessness prevention and rapid re-housing components. The purpose of the ESG program is to assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.

ESG funds are available for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, data collection through the Homeless Management Information Systems (HMIS), and Administration. Recipients also receive administration funds with a statutory cap of 7.5 percent for ESG funds. Local government recipients may carry out all ESG activities directly, whereas state recipients may only carry out activities related to administrative costs and HMIS.

1) The following are eligible Emergency Solutions Grants program eligible costs:

- Street Outreach: funds may cover costs related to essential services for unsheltered persons (including emergency health or mental health care, engagement, case management and services for special populations).
- Emergency Shelter: funds may be used for renovation of emergency shelter facilities and the operation of those facilities, as well as services for residents (including case management, child care, education, employment assistance and job training, legal mental, substance abuse treatment, transportation, and services for special populations).
- Homeless Prevention and Rapid Re-Housing: both components fund housing relocation and stabilization services (including rental application fees, security deposits, utility deposit or payments, last month's rent and housing search and placement activities). Funds may also be used for short- or medium-term rental assistance for those who are at –risk of becoming homeless or transitioning to stable housing.
- HMIS: funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, and office space, salaries of operators, staff training costs, and participation fees).
- Administration: Include general management, oversight and coordination; reporting on the program; costs for training; preparing and amending the Consolidated Plan, Annual Action

2) Agencies funded through ESG shall comply with the following laws:

- USC Title 42, Section 11301 (1998) - Title IV, Subtitle B of the Stewart B. McKinney Homeless Assistance Act, as amended
- CFR Title 24 CFR, Subpart A, Part 84, Procurement Standards for Non-Profits
- ESG Regulations – CFR Title 24, Part 91, Section 576 can be found at <https://www.hudexchange.info/programs/esg/esg-law-regulations-and-notices/>
- CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)

3) Agencies receiving ESG funds agree to match ESG grant funds dollar for dollar with their own locally generated amounts. These local amounts can come from the contractor or other state and local grants **and must be in cash or cash equivalent for acquisition, rehabilitation, or new construction projects.** "In-kind" contributions such as the value of a donated building, supplies and equipment, new staff services, and volunteer time **may be used as match for service contracts such as operations of a facility or supportive services.**

4) Agency shall not discriminate against “Committed Couples” which shall be defined as two adults of the opposite or same sex who may or may not have a marriage license and have been cohabitating prior to requesting services.

5) The following Special Condition Clauses are applicable to **all** ESG and HOPWA Contracts and loan documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s

commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Contractor shall ensure that all services are consistent with the City of San Antonio Consolidated Plan located at: <https://www.sanantonio.gov/GMA/Consolidated-Plan>

E. Housing Opportunities for Persons with AIDS (HOPWA) CFDA #14.241

Applicable Laws

The City of San Antonio receives Housing Opportunity for Persons with Aids (HOPWA) entitlement funds through a contract with the U.S. Department of Housing and Urban Development (HUD). The HOPWA Program was established by (HUD) to address the specific needs of persons living with Human Immunodeficiency Virus (HIV/AIDS) and their families. HOPWA makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons medically diagnosed with (HIV/AIDS), and their families. HOPWA funding provides housing assistance and related supportive services as part of HUD's Consolidated Planning initiative that works in partnership with communities and neighborhoods in managing federal funds appropriated to HIV/AIDS programs. HOPWA grantees are encouraged to develop community-wide strategies and form partnerships with area non-profit organizations.

- 1) Agencies funded through HOPWA shall comply with the following laws:
 - HOPWA Regulations – CFR Title 24, Part 91, Section 574 can be found at <https://www.hudexchange.info/programs/hopwa/hopwa-law-regulations-and-notices/>
 - Americans with Disabilities Act at USC 42 12101-12213 as codified under CFR Title 28
 - CFR Title 49 which contains the government wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (also found at USC Title 42 Sections 4601-4655)
- 2) Agency shall not discriminate against “Committed Couples” which shall be defined as two adults of the opposite or same sex who may or may not have a marriage license and have been cohabitating prior to requesting services.
- 3) The following Special Condition Clauses are applicable to **all** ESG and HOPWA Contracts and loan documents:

CONTRACTOR acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3 Clause of the Housing and Urban Development Act of 1968, as amended:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170(1)(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to

this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contract has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from further HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Contractor shall ensure that all services are consistent with the City of San Antonio Consolidated Plan located at: <https://www.sanantonio.gov/GMA/Consolidated-Plan>

IV. GLOSSARY OF TERMS

Amendment – An agreement executed by all parties to a Contract subsequent to the original execution date of such Contract which modifies provisions of such Contract.

Audit – A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Contractor’s financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with. All contractors must submit an audit of the program funded under this agreement as is further delineated herein. For purposes of this Funding Guide, an Audit shall mean an OMB Circular A-133 Audit or an audit conducted in accordance with State of Texas or other applicable federal agency requirements.

WSA – Workforce Solutions Alamo

WSAB – The Workforce Solutions Alamo Board

CARES Act – An acronym for the Coronavirus Aid, Relief, and Economic Security Act.

City – City of San Antonio, a Texas municipal corporation

Contractor – A service provider or program operator under contract with the City of San Antonio.

CCDF – Child Care Development Funds

CSBG – Community Services Block Grant

ESG – An acronym for the Emergency Solutions grant from HUD

ESG-CV – An acronym for the Emergency Solutions grant under the CARES Act from HUD

Family – See definition in 24 CFR 812.2 (The National Affordable Housing Act definition required to be used in the Consolidated Plan differs from the Census definition). The Bureau of Census defines a family as a householder (head of household) and one or more other persons living in the same household who are related by birth, marriage or adoption.

Federal Poverty Income Limits (FPIL) – see Poverty Level

General Fund – Funds that originate from the tax base or fees and fines collected by the City of San Antonio. These funds are generally adopted for expenditure in the City’s budget through an ordinance.

Grantor – The organization that provides grant funds to the City.

HHS – U.S. Department of Health and Human Services

HOPWA – Housing Opportunities for Persons with AIDS grant from HUD

Household – One or more persons occupying a housing unit.

HUD – U.S. Department of Housing and Urban Development

HUD Income Definitions – Annual income as defined under the Section 8 Housing Assistance Payments program at (24 CFR 813.106) or Annual Income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

- A. Wages, salaries, tips, commissions, etc.;
- B. Self-employment income from own non-farm business, including proprietorships and partnerships
- C. Farm self-employment income
- D. Interest, dividends, net rental income, or income from estates or trusts;
- E. Social Security or railroad retirement;
- F. Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
- G. Retirement, survivor, or disability pensions; and
- H. Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040) for individual Federal annual income tax purposes.

Low- and moderate-income household – a household having an income equal to or less than the Section 8 income guideline limits established by HUD.

Low- and moderate-income person – a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Moderate-income household – a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD.

Moderate-income person – a member of a family that has an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

Monitoring – The process of observing and/or reviewing performance which may include on-site observation, review of paperwork and files, interviews with staff or customers, telephone conversations, and formal evaluation of compliance elements.

Ordinance – A law enacted by the City Council of the City of San Antonio

Participant – An individual who has been determined eligible for and who is receiving program services.

Policies – Guidelines for management of programs that have been developed using relevant federal and state laws, state rules, funding limitations, information from grantors, the public, and the goals of the individual programs.

Poverty Level – The annual income threshold at or below for which families are considered to live in poverty as established by the U.S. Department of Health and Human Services is listed below. The Federal government changes/updates the Federal Poverty Income Levels (FPIL) annually. The updated 2023 FPIL can be found at:

<chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.govinfo.gov/content/pkg/FR-2023-01-19/pdf/2023-00885.pdf>

2023 POVERTY GUIDELINES FOR THE
48 CONTIGUOUS STATES AND THE
DISTRICT OF COLUMBIA

Persons in family/household	Poverty guideline
1	\$14,580
2	19,720
3	24,860
4	30,000
5	35,140
6	40,280
7	45,420
8	50,560

For families/households with more than 8 persons, add \$5,140 for each additional person.

Procedures – A document that specifies the way to perform an activity and identifies the position responsible for its performance.

Profit – An amount in excess of the cost necessary to operate a program. Profit is allowable to the extent it is reasonable as determined during contract negotiations and not in excess of 10% of grant funds. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories for Workforce Innovation and Opportunity Act (WIOA) related costs and may be treated differently for other funding sources. Profit may only be earned by private for-profit organizations. Profit is not allowable with City of San Antonio General Funds.

Program Income – For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract;

and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor shall include this language, in its entirety, in all of its sub-contracts involving income-producing services or activities.

Section 8 Income Guidelines – Income limits established by the Department of Housing and Urban Development (HUD). The newest limits can be found at the HUD website: https://www.huduser.gov/portal/datasets/il/il2023/2023summary.odn?inputname=METRO41700M41700*San+Antonio-New+Braunfels%2C+TX+HUD+Metro+FMR+Area&wherefrom=%24wherefrom%24&selection_type=hmfa&year=2023

HUD 2023 Section 8 Income Guidelines

FY 2023 Income Limits Summary

FY 2023 Income Limit Area	Median Family Income Click for More Detail	FY 2023 Income Limit Category Click for More Detail	Persons in Family							
			1	2	3	4	5	6	7	8
San Antonio-New Braunfels, TX HUD Metro FMR Area	\$88,600	Very Low (50%) Income Limits (\$) Click for More Detail	30,750	35,150	39,550	43,900	47,450	50,950	54,450	57,950
		Extremely Low Income Limits (\$)* Click for More Detail	18,450	21,100	24,860	30,000	35,140	40,280	45,420	50,560
		Low (80%) Income Limits (\$) Click for More Detail	49,150	56,200	63,200	70,200	75,850	81,450	87,050	92,700

NOTE: HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **San Antonio-New Braunfels, TX HUD Metro FMR Area**.

The **San Antonio-New Braunfels, TX HUD Metro FMR Area** contains the following areas: Bandera County, TX; Bexar County, TX; Comal County, TX; Guadalupe County, TX; and Wilson County, TX.

Service Provider – Also referred to as the contractor.

Supportive Services – May include the following: linkages to community services, assistance with transportation costs, assistance with childcare, assistance with housing costs, referrals to medical services, and assistance with uniforms, work related attire, and work related tool costs including eyeglasses.

V. REFERENCES

The following list of resources may be used to find the laws, rules, regulations, and policies referenced in this document. If you are unable to access via the link provided, please copy the link and paste into your browser address line.

- **Age Discrimination in Employment Act** of 1967 (Public Law 90-202) as amended <https://www.eeoc.gov/laws/statutes/adea.cfm>
- **Americans with Disabilities Act**, Public Law 101-336, enacted July 26, 1990 <http://www.eeoc.gov/policy/ada.html>
- **City Charter of the City of San Antonio**
<http://www.sanantonio.gov/Clerk/Legislative/City-Charter-City-Code>
- **City of San Antonio Ethics Code**
<http://www.sanantonio.gov/Ethics/About/Ethics-Code>
- **Civil Rights Act** of 1991 (Public Law 102-166)
<http://www.eeoc.gov/laws/cra91.html>
- Title VII of the **Civil Rights Act** of 1964 (Public Law 88-352) <https://www.eeoc.gov/laws/statutes/cra-1991.cfm>
- **Code of Federal Regulations (CFR)**
<https://www.hudexchange.info/programs/esg/esg-law-regulations-and-notice/> for **ESG and HOPWA funded activities**
<https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> for all other federally funded activities
- Title IX of the **Education Amendments** of 1972 (USC Title 20, Sections 1681-1688) <http://www.dol.gov/oasam/regs/statutes/titleix.htm>
- Federal **Drug-Free Workplace Act** of 1988 as adopted by the Texas Worker's Compensation Commission Rules Chapter 169
<https://www.law.cornell.edu/uscode/text/41/8102>
<http://webapps.dol.gov/elaws/asp/drugfree/screen4.htm>
- **Equal Pay Act** of 1963 (Public Law 88-38)
<https://www.eeoc.gov/laws/statutes/epa.cfm>
- **Employee Retirement Income Security Act (ERISA)** of 1974 (Public Law 93-406) <https://www.dol.gov/general/topic/health-plans/erisa>

- **Fair Labor Standards Act** of 1938, as amended
http://www.lawupdates.com/pdf/resources/employment/Fair_Labor_Standards_Act_of_1938_as_amended.pdf
- **Internal Revenue Service (IRS)**
<https://www.irs.gov/> or
<https://www.irs.gov/newsroom/standard-mileage-rates-for-2018-up-from-rates-for-2017>
(for mileage rates)
- **Occupational Safety and Health Act**
regulations <https://www.osha.gov/laws-regs.html>
- **OMB Circulars**
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- **Public Laws**
<https://www.archives.gov/federal-register/laws>

NOTE: For most public laws listed in this document, you will need to go to the section of the website entitled “Previous Congresses -- 104th (1995-96) through 108th (2003-04) Congress” then click Search. You search by the number of congress that is the first three numbers in the number of the Public Law. Example: Public Law 104-193 is found in the 104th Congress. Then type in the Public Law number and press Submit. When you get the Search Results simply look in the Hits until you find the Public Law you want to review.

- Sections 501 and 505 of the **Rehabilitation Act** of 1973 (Public Law 93-112) <https://www.eeoc.gov/laws/statutes/rehab.cfm>
- Sections 501 through 509 of the **Rehabilitation Act** of 1973 <https://www.eeoc.gov/laws/statutes/rehab.cfm>
- Section 504 of the **Rehabilitation Act** of 1973 for ESG and HOPWA contracts
https://www.hud.gov/program_offices/fair_housing_equal_opp/disabilities/sect504faq
- For CSBG and CCDF contracts
https://www.tn.gov/content/dam/tn/human-services/documents/CSBG_Manual_FINAL_11-20-15.pdf
- Texas Administrative Code (TAC)
<https://www.sos.texas.gov/tac/index.shtml>
- **Texas Comptroller of Public Accounts** (for State Agency mileage rates)
<https://fmx.cpa.state.tx.us/fm/travel/milerate/index.php>
<http://www.window.state.tx.us/fm/statewise/05/10/5.html> (for State Agency per diem rates)

- **Texas Statutes (Codes)**
<http://www.capitol.state.tx.us>

NOTE: The web link takes you to the Texas Legislature Online. On the left menu, click on Texas Statutes for a list of Codes.

- **Texas Workforce Commission**
<http://www.twc.state.tx.us/>
- **Worker's Compensation** statutory regulations <http://www.tdi.texas.gov/wc/act/index.html>
- **Unemployment Insurance** statutory regulations
<http://www.twc.state.tx.us/customers/rpm/rpmsub1.html>
- **United States Code (USC)**
<http://uscode.house.gov/>
- **United States General Services Commission** (travel per diem rates)
http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Memorandum of Understanding (MOU) Between SAISD and Universidad Nacional Autonoma de Mexico (UNAM) USA – San Antonio**

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Dr. Johnny Vahalik, Assistant Superintendent for College, Career and Military Readiness

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and UNAM USA – San Antonio to provide English as a Second Language (ESL) classes, distance learning, and U.S. Citizenship classes to legal permanent residents in the community for the purpose of obtaining U.S. Citizenship. UNAM USA - San Antonio is a university with the main objective to provide an environment of equality for all members of the community of the institution. They provide comprehensive transformational services to improve the lives of foreign students from Mexico by providing resources, academic/language courses, academic prep courses, and the knowledge necessary to become self-sufficient. The primary goal of this MOU is to ensure foreign students immigrating to the U.S. have an opportunity to improve their education, earn U.S. Citizenship, and gain employment. A minimum of ten individuals will be enrolled in classes quarterly.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the proposed MOU between SAISD Adult & Community Education and UNAM USA – San Antonio as presented.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services are provided at no cost to the District and are valued at approximately \$5,130 per class. The Department of Homeland Security grant funding allocated to CCAOSA and subcontracted to SAISD will be utilized for U.S. Citizenship classes and distance learning curriculum. Adult Education and Literacy - Texas Workforce Commission grant funding will be utilized for English as a Second Language classes.

IV. 2023 - 2024 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:	SAISD Adult & Community Education
Board Meeting Date:	February 20, 2024
Agenda Title:	Approval of the Memorandum of Understanding (MOU) between SAISD and UNAM USA – San Antonio
Presenter:	Dr. Johnny Vahalik, Assistant Superintendent for College, Career and Military Readiness
Cost and Funding Source:	No cost to SAISD; Funding will be provided by the Department of Homeland Security grant and Texas Workforce Commission.
If no cost to the District, what is the approximate value of goods/services being provided?	\$5,130 per class
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input type="checkbox"/> Attendance <input type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
10 per class	2	0	\$103	\$4,100	0

SUPPORTING DATA

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

<p>Questions to consider:</p> <p>If a renewal, include historical data that supports the renewal and continued partnership</p> <p>If a new partnership, why are we participating in the new program/partnership?</p>	<p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>This MOU with UNAM USA - San Antonio will increase the number of adult education students served in our community, increase measurable skills gains for the SAISD Adult & Community Education program, afford the U.S. Citizenship students with free legal services, and enhance what is currently offered by UNAM USA - San Antonio to their clients by providing SAISD Adult Education in-person or online U.S. Citizenship instruction as agreed upon.</p>
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MEMORANDUM OF UNDERSTANDING

Between

**San Antonio Independent School District
Adult and Community Education Program**

&

UNAM USA - San Antonio

The following Memorandum of Understanding (The Agreement) establishes the terms of agreement between SAISD Adult and Community Education Program and UNAM USA- San Antonio.

WHEREAS, San Antonio Independent School District has USCIS grant funds and Adult Education and Literacy Federal Grant Funds and wishes to deliver U.S. Citizenship, distance learning, English as a Second Language courses to community members to pass TOEFL exams and/or provide, Citizenship consultation services (i.e., determined by USCIS grant qualifications), language learning software, Foreign Credential services on a first come, first serve basis for our dually enrolled students; and

WHEREAS, **UNAM USA - San Antonio** has facilities where instruction can be delivered in the community and wishes to allow San Antonio Independent School District Adult Education and Literacy Instructors use of the facility for instruction; and

WHEREAS, the Parties wish to utilize Federal Grant funds for services to community members of the San Antonio Independent School District and surrounding areas:

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby mutually agree as follows:

A. Responsibilities of Parties under this Agreement

The parties agree that the cost of services provided hereunder shall be contributed as an in-kind contribution to the program, except as noted.

1. Responsibilities of SAISD Adult and Community Education Program:

During the term of this Agreement, February 21, 2024, and continues in effect as long as both parties mutually agree, SAISD Adult and Community Education Program will:

- a. Outreach/recruitment of students.
- b. Provide instruction for U.S. Citizenship, English as a Second Language (ESL), and distance learning courses to UNAM USA- San Antonio students.
- c. Provide effective study habits and test-taking strategies.
- d. Provide College and Career transition support and networking opportunities.
- e. Provide coordination and guidance for the adult education program.
- f. Track participant data (i.e. attendance and progress) and provide data to UNAM USA- San Antonio when requested.
- g. Provide testing and learning materials to participants.
- h. Provide staff development opportunities for staff providing instruction under this agreement.
- i. Maintain regular communication with UNAM USA- San Antonio on the status of class(es) and students.
- j. Ensure performance measures compliance by Texas Workforce Commission.

- k. Any Agreement between Students and UNAM USA - San Antonio for ESL and/or Citizenship Courses regarding curriculum, hours and fees is independent from the Courses through the SAISD Adult and Community Education program and should be acknowledged as parallel and dual registration/enrollment.

1. Responsibilities of UNAM USA - San Antonio

During the term of this Agreement, the UNAM USA - San Antonio will provide:

- a. Student outreach and recruitment of no less than 10 students for registration.
- b. Provide classroom space, related amenities (i.e., access to technology, computer lab, auditorium, and study space), and paid parking (at student cost), as warranted by specific classes. However, in case of lacking required technological infrastructure SAISD will provide necessary equipment to continue courses (i.e., language learning software, and/or interactive displays) if available.
- c. Coordination of program activities and existing organizations that provide additional services to individuals engaged in literacy and adult education services.
- d. Cost of water, electricity, gas and janitorial services for the classroom(s) at UNAM USA - San Antonio.

B. Duration of Agreement

The MOU shall be effective upon signature by the Parties and remains in effect unless or until cancelled by either party. A party hereto may cancel this Agreement upon written **30-day** notice to the other party. This agreement is subject to the availability of funding for SAISD and UNAM USA- San Antonio.

C. Neither party hereto intends to waive its immunities in entering this Agreement or performing under this Agreement. This Agreement is not intended to be a joint enterprise for the purpose of determining liability.

D. This Agreement supersedes all prior agreements, written or oral, between the parties and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof.

San Antonio Independent School District Adult & Community Education Program	UNAM USA San Antonio
Signature:	Signature(s): 
Name: Dr. Jaime Aquino	Name: Paula de Gortari
Title: Superintendent	Title: Director
Date:	Date: 12/11/2023

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas A&M University San Antonio (TAMUSA) for the La Familia Program

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Liz Ozuna, Executive Director, College Readiness/Postsecondary Initiatives

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding (MOU) between SAISD and Texas A&M San Antonio (TAMUSA) to join a consortium for the La Familia program.

The program provides one workshop session per week for six weeks for up to 100 parents of current junior and senior students to develop skills and techniques that which will enable them to address the educational needs of their school age children as they prepare for college readiness and their postsecondary choices. TAMUSA will host a graduation ceremony for participating parents at the end of the six-week session who complete three or more of the sessions. TAMUSA will also provide a scholarship for students of the parents who attend at three or more of the sessions. Sessions are held at a location in SAISD with simultaneous translation as needed; other activities may be included as opportunities arise such as college visits and family nights at the college. The graduation ceremony is held at the TAMUSA campus.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the MOU with Texas A&M San Antonio (TAMUSA) to join a consortium for the La Familia program.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

Services are provided at no cost to the District and are valued at approximately \$15,000.

IV. 2023-2024 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:	CCMR: College Readiness/Postsecondary Initiatives
Board Meeting Date:	February 20, 2024
Agenda Title:	Approval of the Memorandum of Understanding (MOU) Between SAISD and Texas A&M University San Antonio (TAMUSA) for the La Familia Program
Presenter:	Liz Ozuna, Executive Director, College Readiness/Postsecondary Initiatives
Cost and Funding Source:	\$0 cost to the District
If no cost to the District, what is the approximate value of goods/services being provided?	Services are provided at no cost to the District and are valued at approximately \$15,000.
This MOU addresses the following:	<input checked="" type="checkbox"/> Academics <input type="checkbox"/> Attendance <input type="checkbox"/> Behavior <input type="checkbox"/> Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
UP to 100 parents of current 11 th & 12 th grade students	N/A	All high school campuses	N/A	N/A	N/A

SUPPORTING DATA

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

<p>Questions to consider:</p> <p>If a renewal, include historical data that supports the renewal and continued partnership</p> <p>If a new partnership, why are we</p>	<p>Is this a renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The TAMUSA La Familia program is designed to engage parents in college-going activities, parent workshops, and family events to focus on topics such as college readiness including understanding the high school system, understanding pre-college entry requirements and expectations, and identifying higher education options and understanding financial aid options all to involve the entire family in their student’s journey toward high education.</p>
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participating in the new program/partnership?

The program is free of charge to parents and the district. SAISD agrees to provide a location and necessary technology to support hosting the sessions as well as a staff member to attend each workshop. In addition, the district provides support for outreach to families by the TAMUSA team including identifying potential family participants and providing their contact information, distribution of flyers and promotion on social media, providing space to host a Community Café event for promotion purposes, and welcoming La Familia staff to district parent events for promotion purposes. The program may also offer a middle school parent night. SAISD will also provide staff who will work directly with La Familia program staff to advise on district standards, personnel and policies and meeting biweekly to monitor progress, collaborate, and provide feedback for continuous program improvement. Currently this is a collaborative effort on the part of SAISD involving the Dual Language Department, the FACE team, the Counseling Department, and the CCMR team.

TAMUSA will provide all materials for the workshops along with an instructor to facilitate the workshops. Workshops can be held in person or virtually and all workshops are offered in English and Spanish.

The proposed workshop timeline would begin on April 23 to meet weekly through May 20. May 20 is scheduled to be the program graduation date. This event is tentatively scheduled to be held at TAMUSA. Parents who complete three of the six sessions may receive a TAMUSA scholarship for their students.

This program has been implemented in Harlandale ISD, Edgewood ISD, and East Central ISD for 191 families. Total scholarships awarded over the last year and a half total \$151,000.

**Memorandum of Understanding
To Join a Consortium
The La Familia program**

This Memorandum of Understanding (“MOU”) hereby entered by **Texas A&M University- San Antonio** (referred to hereinafter as “A&M-SA” or The Home Institution), having its’ principal place of business at One University Way, San Antonio, TX, 78224 and the **San Antonio Independent School District** (SAISD), having its’ principal place of business at 514 W. Quincy St., San Antonio, Texas 78212, agree to enter into a consortium agreement.

1. PURPOSE

WHEREAS both parties, Texas A&M University-San Antonio and San Antonio Independent School District, will promote development and encourage parent participation in a 6-week parent program.

- A. This program shall be known as the *La Familia Program* and shall consist of a curriculum approximately 6 weeks in duration, focusing on college readiness.
- B. The program is offered during academic school year 2023-2024 and is renewable up to 3 years if funding is available for the La Familia program. A&M-San Antonio and SAISD will meet in the spring of 2024 to discuss program renewal.
- C. This program is to instruct parents in training topics on college readiness. Topics will include understanding the high school system, understanding other pre-college entry requirements and expectations, understanding and identifying higher education options and understanding financial aid options.

2. TERM

- 1. Duration of MOU; Termination.** This MOU shall remain in effect for the 2023-2024 academic school year including all amendments, extensions, and renewals until and unless (a) the Parties terminate it or amend it by a subsequent written agreement signed by all of them, upon a determination that the construction of the School is not feasible or for other reasons they deem to be good cause for termination or amendment; (b) upon the execution of the Definitive Agreement(s); or (c) any Participant serves upon the other Participants written notice of its intent to withdraw from the MOU due to major changes of condition beyond its control which render it impossible or not reasonably feasible to fulfill its obligations hereunder, in which case the remaining Participants may terminate or amend the MOU as may be needed or useful at that time, as long as they provide ninety (90) days of prior written notice.
- 2. Except as otherwise provided or mutually agreed to by the parties in writing, this MOU may be terminated by written notification of either party at least six (6) months prior to the effective termination date.

3. DELIVERABLES:

1. A&M-SAN ANTONIO RESPONSIBILITIES UNDER THIS MOU

- A. A&M-San Antonio will provide parent workshop sessions for the parents of the children enrolled in the school district. A&M-San Antonio will recruit parents by phone, in person, or electronically, provide a series of weekly workshop sessions (6) for parents, and host a graduation ceremony with certificates given to parents who attend three (3) sessions or more. The sessions are designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children. A&M-San Antonio will recruit parents of students in their Junior or Senior year of the academic school year 2023-2024.
- B. A&M-San Antonio will provide parent participants with all necessary materials and information for each workshop session. Through the direction of SAISD, the parent workshops will be offered both in-person or virtually at a designated location within SAISD and/or virtually via Zoom.
- C. A&M-San Antonio will use the provided parent data information for recruitment, retention, and outreach of events. The information will not be distributed or disseminated to any other parties outside of the organization.
- D. A&M-San Antonio will provide additional opportunities for parents and their families to attend A&M-San Antonio events.
- E. A&M-San Antonio will provide scholarships for families that complete at least three (3) out of six (6) workshop sessions for their high school Junior or Senior student.
- F. A&M-San Antonio will meet bi-weekly with district partners to monitor progress, collaborate, and receive feedback.
- G. A&M-San Antonio have at least one staff member present for all parent and student workshops.

4. SAISD RESPONSIBILITIES UNDER THIS MOU

- A. SAISD will provide a location and necessary technology hardware (such as: overhead projector, screen, etc.) to adequately host the sessions when provided in-person.
- B. SAISD will provide parent data of prospective parents electronically including parent name, parent contact information, parent home language, student name, grade, mailing address and graduation year. This information will be used as outreach to parents regarding the workshops and campus event opportunities.
- C. SAISD will provide personnel that will assist with advising on district standards, policies, and personnel. Designated SAISD representatives will meet with A&M-San Antonio staff bi-weekly during the length of the program to discuss progress, collaboration opportunities, and provide feedback.
- D. SAISD will identify staff to directly assist with parent actions as outlined in the program (such as: requesting and receiving a transcript, meeting with the counselor, and identifying student's credits).
- E. SAISD will assist in the recruitment of parents for parent workshops by:
 - Promoting A&M – SA approved flyers on district social media and around high school campuses.

- Accommodating La Familia staff to attend parent events for promotion purposes.
- Identifying potential families to participate in the La Familia parent workshop program.
- Providing a full list of parent contact for current juniors and seniors
- Providing space to host a Community Cafe Event and other similar events used to garner interest for parent workshop program.

5. **Notices:**

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

Texas A&M University-San Antonio

Attn: Vanessa Quiroga
 One University Way San Antonio, TX 78224
 Phone#: (210) 784-1380
 Email Address: vquiroga@tamusa.edu

San Antonio Independent School District

Attn: Dustin Nieto
 Address: 514 W. Quincy St., San Antonio, Texas 78212
 Phone#: (210) 554-2200
 Email Address: dnieto1@saisd.net

6. **Terms and Conditions**

A. FERPA: Pursuant to this Agreement, (Contracting Party) may create, access, receive or maintain records on behalf of Texas A&M University-San Antonio that are subject to the Family Educational Rights and Privacy Act ("FERPA") or contain personally identifiable information (as such term is defined in FERPA) from education records (as such term is defined in FERPA) (collectively, "FERPA Records"). In connection with such FERPA Records, the parties understand and agree:

B. School Official. Texas A&M University-San Antonio, hereby designates San Antonio Independent School District as a school official with a legitimate educational interest in the FERPA Records to the extent (Contracting Party) is required to create, access, receive or maintain FERPA Records to fulfill its obligations under this Agreement. (Contracting Party) shall comply with FERPA as to any such FERPA Records. (Contracting Party) is prohibited from redisclosure of the FERPA Records except as provided for in this Agreement or otherwise authorized by FERPA. (Contracting Party) is only permitted to use the FERPA Records for the purpose of fulfilling San Antonio Independent School District's obligations under this Agreement.

C. Ownership. All FERPA Records created, accessed, received or maintained by (Contracting Party) or its subcontractors or agents will remain the sole and exclusive property of Texas A&M University-San Antonio. (Contracting Party) will immediately provide Texas A&M University-San Antonio with copies of any FERPA Records upon Texas A&M University-San Antonio's request.

D. Security Standards. San Antonio Independent School District shall implement reasonable

administrative, technical, and physical safeguards to secure the FERPA Records from unauthorized access, disclosure or use.

E. Unauthorized Use or Disclosure. San Antonio Independent School District shall, within two (2) business days of discovery, report to Texas A&M University-San Antonio any use or disclosure of FERPA Records not authorized by this Agreement or in writing by Texas A&M University-San Antonio. (Contracting Party) report must identify: (a) the nature of the unauthorized use or disclosure, (b) the FERPA Records used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what (Contracting Party) has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action (Contracting Party) has taken or will take to prevent future similar unauthorized use or disclosure. (Contracting Party) shall provide such other information, including a written report, as reasonably requested by Texas A&M University-San Antonio shall be responsible for providing any notifications that are required under applicable laws, rules or regulations.

F. Subcontractors. (Contracting Party) shall restrict disclosure of the FERPA Records solely to those employees, subcontractors or agents of (Contracting Party) that have a need to access the FERPA Records in order for San Antonio Independent School District to perform its obligations under this Agreement. (Contracting Party) shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on (Contracting Party) in this Section, including without limitation, the prohibition on redisclosure of FERPA Records.

G. Legal Requests. (Contracting Party) must promptly notify Texas A&M University-San Antonio of any legal request for FERPA Records from a third party and take (and assist Texas A&M University-San Antonio in taking) appropriate steps not to disclose such FERPA Records.

H. Return or Deletion. Within thirty (30) days of the expiration or termination of this Agreement, (Contracting Party), as directed by Texas A&M University-San Antonio, shall return all FERPA Records to Texas A&M University-San Antonio in its possession (or in the possession of any of its subcontractors or agents) or delete all such FERPA Records if return is not feasible. (Contracting Party) shall provide Texas A&M University-San Antonio with at least ten (10) days' written notice of San Antonio Independent School District's intent to delete such FERPA Records and shall confirm such deletion in writing.

I. Indemnification. San Antonio Independent School District agrees to indemnify and hold harmless Texas A&M University-San Antonio for any damages, costs or expenses finally awarded against Texas A&M University-San Antonio in any legal action as a direct result of San Antonio Independent School District's failure to comply with its obligations under this Agreement with respect to the FERPA Records.

7. Authority:

NON-BINDING: THIS MOU IS NOT INTENDED TO CONSTITUTE A BINDING EXPRESSION OF THE MUTUAL INTENT OF THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. Neither party (nor any of their respective representatives) shall have any legally binding obligations, rights or liabilities of any nature whatsoever to any party hereto or to any other persons pursuant to this MOU.

This MOU shall not be valid until approved and executed by authorized representatives of both Texas A&M University-San Antonio and acknowledged by San Antonio Independent School District.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, and executed effective on the date below:

**San Antonio Independent
School District**

Texas A&M University-San Antonio

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Submission of the Grant Application for State and Local Cybersecurity Grant Program (SLCGP) 2025: Governance and Planning Grant # 5021701

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent, Academics

PRESENTER: Evangelina Mendoza, Chief Information Technology Officer

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the submission of the Governance and Planning Grant # 5021701 application to develop and enhance the appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations. Activities to include, Incident and Response Planning: Establishing and testing an incident response plan and/or Cloud Migration Strategy: Precise funding amount to be determined. We plan to apply for at least \$10,000 as indicated by the Office of the Governor (Grantor).

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the submission of the grant application for the State and Local Cybersecurity Grant Program (SLCGP) SLCGP) 2025: Governance and Planning Grant # 5021701.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 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 OF TRUSTEES RESOLUTION

WHEREAS, the San Antonio Independent School District Board of Trustees finds it in the best interest of the citizens of Bexar County, that Project **SAISD CYBERSECURITY 2.0 (GOVERNANCE AND PLANNING)** be operated from September 1, 2024 to August 31, 2025 and

WHEREAS, the San Antonio Independent School District Board of Trustees agrees to provide matching funds in the amount of 10% for the said project as required by the **CY-STATE AND LOCAL CYBERSECURITY GRANT PROGRAM** grant application; and

WHEREAS, San Antonio Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, San Antonio Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, San Antonio Independent School District Board of Trustees designates the Superintendent as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that San Antonio Independent School District Board of Trustees approve submission of the grant application for **SAISD CYBERSECURITY 2.0 (GOVERNANCE AND PLANNING)** to the Office of the Governor.

Signed by:

Christina Martinez, Board President

Arthur Valdez, Board Secretary

Passed and approved this 20th day of February 2024 by the San Antonio Independent School District Board of Education

Grant Number: 5021701

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Submission of the Grant Application for State and Local Cybersecurity Grant Program (SLCGP) 2025: Workforce Development Grant # 5021501

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzman, Deputy Superintendent, Academics

PRESENTER: Evangelina Mendoza, Chief Information Technology Officer

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the submission of the Workforce Development Grant # 5021501 application to ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility. Activities include the provision of training to cyber/IT staff to enhance the knowledge, skills, and abilities to implement cybersecurity best practices and respond to incidents. We plan to apply for at least \$10,000 as indicated by the Office of the Governor (Grantor).

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the submission of the grant application for the State and Local Cybersecurity Grant Program (SLCGP) SLCGP) 2025: Workforce Development Grant # 5021501

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 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 OF TRUSTEES RESOLUTION

WHEREAS, the San Antonio Independent School District Board of Trustees finds it in the best interest of the citizens of Bexar County, that Project **SAISD CYBERSECURITY 2.0 (WORKFORCE DEVELOPMENT)** be operated from September 1, 2024 to August 31, 2025 and

WHEREAS, the San Antonio Independent School District Board of Trustees agrees to provide matching funds in the amount of 10% for the said project as required by the **CY-STATE AND LOCAL CYBERSECURITY GRANT PROGRAM** grant application; and

WHEREAS, San Antonio Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, San Antonio Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, San Antonio Independent School District Board of Trustees designates the Superintendent as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that San Antonio Independent School District Board of Trustees approve submission of the grant application for Project **SAISD CYBERSECURITY 2.0 (WORKFORCE DEVELOPMENT)** to the Office of the Governor.

Signed by:

Christina Martinez, Board President

Arthur Valdez, Board Secretary

Passed and approved this 20th day of February 2024 by the San Antonio Independent School District Board of Education.

Grant Number: 5021501

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Submission of the Grant Application for State and Local Cybersecurity Grant Program (SLCGP) 2025: Program Mitigation Grant # 509401

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

REQUESTED BY: Patti Salzmann, Deputy Superintendent, Academics

PRESENTER: Evangelina Mendoza, Chief Information Technology Officer

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the submission of the Program Mitigation Grant # 509401 application to implement security protections commensurate with risk. Activities include Multi Factor Authentication: enhancing multi-factor authentication for all remote access and privileged accounts. Data Encryption: Implementing data encryption for data at rest and data in transit. End-of-Support (EoS)/End-of-Life (EoL) Hardware/Software: End use of unsupported EoS/ (EoL) software and hardware. Backups: Ensuring the ability to reconstitute critical systems (backups). Endpoint Detection and Response: Implementing Endpoint Detection and Response. Cloud Migration: Migrating applications and data to the cloud. We plan to apply for at least \$10,000 as indicated by the Office of the Governor (Grantor).

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the submission of the grant application for the State and Local Cybersecurity Grant Program (SLCGP) SLCGP) 2025: Program Mitigation Grant # 509401.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 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 OF TRUSTEES RESOLUTION

WHEREAS, the San Antonio Independent School District Board of Trustees finds it in the best interest of the citizens of Bexar County, that Project **SAISD CYBERSECURITY 2.0 (MITIGATION)** be operated from September 1, 2024 to August 31, 2025 and

WHEREAS, the San Antonio Independent School District Board of Trustees agrees to provide matching funds in the amount of 10% for the said project as required by the **CY-STATE AND LOCAL CYBERSECURITY GRANT PROGRAM** grant application; and

WHEREAS, San Antonio Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, San Antonio Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, San Antonio Independent School District Board of Trustees designates the Superintendent as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that San Antonio Independent School District Board of Trustees approve submission of the grant application for **SAISD CYBERSECURITY 2.0 (MITIGATION)** to the Office of the Governor.

Signed by:

Christina Martinez, Board President

Arthur Valdez, Board Secretary

Passed and approved this 20th day of February 2024 by the San Antonio Independent School District Board of Education

Grant Number: 5019401

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of the Submission of the Grant Application for State and Local Cybersecurity Grant Program (SLCGP) 2025: Assessment and Evaluation Grant # 5021601

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzman, Deputy Superintendent, Academics

PRESENTER: Evangelina Mendoza, Chief Information Technology Officer

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the submission of the Assessment and Evaluation Grant # 5021601 application to assess the current cybersecurity posture and areas for improvement. Activities to include Enhanced Logging: Implementing enhanced logging for systems. Security Assessments: Conducting security assessments to evaluate an entity's maturity level and provide recommendations for improving the security maturity and posture of the organization. Automated Asset Discovery: Installing automated asset discovery to identify and catalogue all the systems, services, hardware, and software. Vulnerability Scanning: Implementing solutions to scan IT assets for vulnerabilities. Penetration Testing: Conducting penetration tests to check for exploitable vulnerabilities on a computer network. Understand the current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments. Precise funding amount to be determined. We plan to apply for at least \$10,000 as indicated by the Office of the Governor (Grantor).

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the submission of the grant application for the State and Local Cybersecurity Grant Program (SLCGP) SLCGP) 2025: Assessment and Evaluation Grant # 5021601

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 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 OF TRUSTEES RESOLUTION

WHEREAS, the San Antonio Independent School District Board of Trustees finds it in the best interest of the citizens of Bexar County, that Project **SAISD CYBERSECURITY 2.0 (ASSESSMENT AND EVALUATION)** be operated from September 1, 2024 to August 31, 2025 and

WHEREAS, the San Antonio Independent School District Board of Trustees agrees to provide matching funds in the amount of 10% for the said project as required by the **CY-STATE AND LOCAL CYBERSECURITY GRANT PROGRAM** grant application; and

WHEREAS, San Antonio Independent School District Board of Trustees agrees that in the event of loss or misuse of the Office of the Governor funds, San Antonio Independent School District Board of Trustees assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, San Antonio Independent School District Board of Trustees designates the Superintendent as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that San Antonio Independent School District Board of Trustees approve submission of the grant application for Project **SAISD CYBERSECURITY 2.0 (ASSESSMENT AND EVALUATION)** to the Office of the Governor.

Signed by:

Christina Martinez, Board President

Arthur Valdez, Board Secretary

Passed and approved this 20th day of February 2024 by the San Antonio Independent School District Board of Education

Grant Number: 5021601

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Request for Funding Increase for Portable Classrooms Purchase, Move, Install and Rental-2020 Bond

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Patti Salzman, Deputy Superintendent

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

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve funding increase in the amount of \$2,500,000. Board approved previously on December 11, 2023 for \$2,500,000. In order to establish a pool of vendors for Portable Classroom purchase, move, install and rental that may be utilized on an as needed basis for various bond projects.

Aries Building System, Mobile Modular Management Corporation, Palomar Modular Buildings and Dodson House Moving are a members of the Interlocal Purchasing System (Buyboard) contract 637-21 and 732-24 contract term end date March 31, 2025.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolved that the Board approve the request for funding increase and to authorize the Superintendent or designee to execute all associated contracts.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through Bond 2020 661-81-6299-08-935-99-R08

Total Cost Approximately: \$2,500,000.00

IV. 2023 - 2024 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 Guaranteed Maximum Price related to the 2020 Bond Project at Tafolla Middle School

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

REQUESTED BY: Jenny Arredondo, Interim Chief Operations Officer

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

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Guaranteed Maximum Price (GMP) Package which includes a new gym addition, and renovations to the existing gym, auditorium along with Fine Arts and Annex building renovations. The GMP was prepared by the Construction Manager Joeris General Contractors and was based on construction documents prepared by GBA. Please refer to the [GMP Package](#) for additional information.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the Guaranteed Maximum Package price for the 2020 Bond project at Tafolla Middle School to Joeris General Contractors and to authorize the Superintendent or his designee to negotiate and execute all associated contracts.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through 661-81-6629-00-061-99-M-10

CMAR Guaranteed Maximum Price	\$19,861,708
Alternate #1- Acceptance Recommended	\$294,000
Total	\$20,155,708

IV. 2023 - 2024 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: **Consideration and Approval of a Resolution Declaring Intention to Reimburse Certain Expenditures with Borrowing Proceeds.**

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

REQUESTED BY: Dorothy Carreon, Chief Financial Officer

PRESENTER: Dorothy Carreon

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the reimbursement resolution authorizing the District to reimburse itself for capital expenditures incurred prior to the actual sale of the related tax-exempt debt obligation. School districts, counties, cities and other governmental units will often pay capital costs out of available cash in anticipation of future long-term financing with tax-exempt bonds. A governmental unit should adopt a reimbursement resolution whenever capital costs are being paid out of a general fund or other legally available funds with the expectation for reimbursement with the proceeds from a tax-exempt debt issue.

The U.S. Department of Treasury (IRS) establishes the reimbursement regulations. A reimbursement resolution must generally contain the following three items for it to meet the requirements of the IRS regulations: Statement of Reasonable Expectation to Reimburse; Description of Project, and Maximum Principal Amount.

Generally, the reimbursement from tax-exempt obligation proceeds must occur not later than 18 months after the later of (1) the date on which the expenditure is made or (2) the date the project is placed in service or abandoned. However, the reimbursement cannot occur more than 3 years after the expenditure is paid (unless the project is a construction project for which the government unit and a licensed architect or engineer have certified that at least five years are necessary to complete the project in which event the reimbursement cannot occur more than 5 years after the expenditure is paid).

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Consideration and approval of a Resolution relating to establishing the San Antonio Independent School District's intention to reimburse itself for the prior lawful expenditure of funds relating to the acquisition and update of technology equipment from the proceeds of one or more series of tax exempt obligations to be issued by the district for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who meet 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.

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE SAN ANTONIO INDEPENDENT SCHOOL DISTRICT ESTABLISHING THE DISTRICT'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS FROM THE PROCEEDS OF OBLIGATIONS TO BE ISSUED ON BEHALF OF THE DISTRICT FOR AUTHORIZED PURPOSES, AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Trustees (the *Governing Body*) of the SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with acquiring and updating technology equipment (the *Project*); and

WHEREAS, the provisions of Government Code Section 1201.042(c), as amended, provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or funding of any project or facilities, such as the Project, may be used to reimburse the Issuer, for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures is paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of obligations (the *Obligations*) that the Issuer currently contemplates causing to be issued in an amount not to exceed \$45,000,000 for the purpose of financing a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the Issuer; now, therefore,

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

Section 1. This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations to reimburse itself from the proceeds of the

Obligations for any capital expenditures previous incurred with respect to the Project from lawfully available general funds or other funds of the Issuer.

Section 2. The Issuer intends to cause the issuance of the Obligations and allocate within 30 days after the date of issue of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

Section 3. The reimbursement expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general Federal income tax principles.

Section 4. The Issuer intends to otherwise comply with all the requirements contained in the Regulations.

Section 5. This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas, and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

Section 6. With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of replacement proceeds, as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issuer of obligations.

Section 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

Section 8. All Resolutions and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters ordered herein.

Section 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 11. This Resolution shall be in force and effect from and after its final passage, and it is so ordered.

PASSED, ADOPTED AND APPROVED on this _____, 2024.

SAN ANTONIO INDEPENDENT SCHOOL
DISTRICT

By: _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval to Review Board Policy CDA(LOCAL) – Other Revenues: Investments

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dorothy Carreon, Chief Financial Officer

PRESENTER: Dorothy Carreon

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the annual review of board policy CDA(LOCAL). The Public Funds Investment Act (“PFIA”) requires that “the governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.” Tex. Govt. Code 2256.005(e).

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the annual review of policy CDA(LOCAL) as required by the PFIA.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2023 - 2024 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

- Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who meet grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.
- Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who are Meets grade level in math across all grades from 16% in August 2022, to 50% in August 2027.
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The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

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- 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.

Objectives

The investment policy of the District shall be to ensure the safety of the invested funds of the District by:

1. Maintaining sufficient liquidity to provide adequate and timely working funds.
2. Attaining the highest possible rate of return while providing necessary protection of principal consistent with District operating requirements as determined by the Board.
3. Matching the maturity of investment instruments to the daily cash flow requirements.
4. Diversifying investments as to maturity, instruments, and financial institutions where permitted under state law.
5. Actively pursuing portfolio management techniques.
6. Avoiding investment for speculation.

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016–2256.019.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. The investment officer shall exhibit prudence and discretion in the selection and management of securities. Skill and judgment shall be exercised in order so that no individual or group of transactions undertaken would jeopardize the total capital sum of the overall portfolio. The District shall not allow speculation (such as anticipating an appreciation of capital through changes in market interest rates) in the selection of any investments. The investment officer shall observe financial market indicators, study financial trends, and utilize available educational tools in order to maintain appropriate managerial expertise.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of one year. The District shall not directly invest in securities maturing more than two years from the date of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, com-

mercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds / Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial Funds

Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

Capital Project Funds

Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

Safekeeping and Custody

To protect against potential fraud and embezzlement, the cash, collateral, and investments of the District shall be held by an independent third party with whom the District has a current custodial agreement. The District shall retain clearly marked receipts providing proof of the District's ownership, or the District may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

**Sellers of
Investments**

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).

**Soliciting Bids for
Investments**

In order to get the best return on its investments, the District may solicit bids in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

The District shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Avoidance of collusion.
2. Separation of transaction authority from accounting and recordkeeping.
3. Custodial safekeeping.
4. Avoidance of bearer-form securities.
5. Clear delegation of authority.
6. Written confirmation of telephone transactions.

These controls shall be reviewed by the District's independent auditing firm.

Quarterly Reports

The District's investment officers shall prepare and submit to the Board, within a reasonable time after the end of each quarter, a written report of investment transactions for all funds covered by the Public Funds Investment Act for each quarterly reporting period.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: Approval of Monthly Budget Reports and Amendments for February 2024

PURPOSE: PRESENTATION/DISCUSSION
 DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer

PRESENTER: Dottie Carreon

MEETING DATE: February 20, 2024

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the monthly Amended Budget report that provides a one-page summary of the budget amendment impact on the 2023-2024 original budget adopted by the Board for the General Fund, Food Service Fund, and Debt Service Fund. Budget amendments are presented to the Board at a regular scheduled business meeting. The original budget is amended when changes take place from one function to another function or when a request is made to increase or decrease the budget.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the budget amendment for the month of February 2024.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded as indicated on the following pages.

IV. 2023 - 2024 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 ISD
FINANCIAL SERVICES DIVISION**

FEBRUARY 2024

2023-24 Budget Amendment # 7

General Fund

	Requested By:	Amount
I. INCREASE FUND BALANCE		
A. Increase Estimated Revenue:		-
		-

		\$ -
B. Decrease Appropriations:		-
		-

		\$ -
I. Total transactions increasing Fund Balance		\$ -----

	Requested By:	Amount
II. DECREASE FUND BALANCE		
A. Increase Appropriations:		-
		-

		\$ -
B. Decrease Estimated Revenue:		-
		-

		\$ -
II. Total transactions decreasing Fund Balance		\$ -----

	Requested By:	Amount
III. NO CHANGE TO FUND BALANCE		
A. Decrease Estimated Revenue and Appropriations:		-
		-

		\$ -
B. Increase Estimated Revenue and Appropriations:		
District Vehicle Repair Shop Supplies	N. Graff	3,000
Insurance Recovery for Bobcat & Mower-Facilities	F. Padilla	64,717
Surplus/Scrap Metal Recycle Funds	F. Padilla	11,379

		\$ 79,096
C. Decrease Appropriations and Increase Transfers Out to Other Uses		-
		-

		\$ -
III. Total transactions with no impact on Fund Balance		\$ -----

IV. Net increase (decrease) to General Fund Balance for this Budget Amendment **\$ -**

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 7
For FEBRUARY 2024
Board Agenda
GENERAL OPERATING FUND

REVENUE	Budget As Adopted July 1, 2023	Budget as Amended	Administrative Adjustments # 7	BA No. 7 Changes	Budget As Amended Thru BA # 7
5700 Local	\$ 248,494,831	\$ 248,542,937	\$ -	\$ 79,096	\$ 248,622,033
5800 State	227,831,956	227,831,956	-	-	227,831,956
5900 Federal	12,951,313	14,926,313	-	-	14,926,313
Total Revenue	489,278,100	491,301,206	-	79,096	491,380,302
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	489,278,100	491,301,206	-	79,096	491,380,302
7900 Other Resources	-	-	-	-	-
Total Revenue & Other Resources	\$ 489,278,100	\$ 491,301,206	\$ -	\$ 79,096	\$ 491,380,302
APPROPRIATIONS					
11 Instruction	\$ 284,729,153	\$ 273,742,945	\$ (213,822)	\$ -	\$ 273,529,123
12 Inst Resources & Media	5,173,988	5,103,198	20,000	-	5,123,198
13 Curriculum & Prof. Dev.	13,971,619	13,432,671	(89,644)	-	13,343,027
21 Instructional Administration	11,984,876	10,329,251	8,163	-	10,337,414
23 School Leadership	43,946,763	44,430,694	80,251	-	44,510,945
31 Guidance & Counseling	6,846,586	16,645,759	(10,752)	-	16,635,007
32 Social Work Services	2,270,642	2,364,182	68,650	-	2,432,832
33 Health Services	9,262,454	9,246,569	210	-	9,246,779
34 Student Transportation	14,178,242	8,321,673	(7,907)	-	8,313,766
35 Food Services	1,528,304	1,528,304	-	-	1,528,304
36 Cocurricular/Extracurricular	13,924,322	14,188,986	26,825	-	14,215,811
41 General Administration	18,271,990	14,003,601	27,992	-	14,031,593
51 Plant Maintenance	36,528,100	52,633,694	175,839	79,096	52,888,629
52 Security & Monitoring	3,020,150	2,539,280	7,145	-	2,546,425
53 Data Processing	11,503,941	10,398,028	43,183	-	10,441,211
61 Community Services	2,171,089	2,865,630	14,577	-	2,880,207
71 Debt Services- Principal	2,166,740	2,176,789	-	-	2,176,789
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	1,018,707	1,350,777	(150,710)	-	1,200,067
93 Payments to Members SSA	-	-	-	-	-
95 Payments to JJAEP	52,886	52,886	-	-	52,886
99 Intergovernmental Charges	1,726,048	1,851,048	-	-	1,851,048
Total Appropriations	484,276,600	487,205,965	-	79,096	487,285,061
Other Uses	5,001,500	5,001,500	-	-	5,001,500
Total Appropriations & Other Uses	\$ 489,278,100	\$ 492,207,465	\$ -	\$ 79,096	\$ 492,286,561
Beginning Fund Balance 7/01/23	\$ 155,281,079	\$ 155,281,079	-	-	\$ 155,281,079
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ -	\$ (906,259)	\$ -	\$ -	\$ (906,259)
Ending Fund Balance 6/30/24	\$ 155,281,079	\$ 154,374,820	\$ -	\$ -	\$ 154,374,820



**SAN ANTONIO ISD
FINANCIAL SERVICES DIVISION**

FEBRUARY 2024

2023-24 Budget Amendment # 7

Food Service

	Requested By:	Amount
I. INCREASE FUND BALANCE		
A. Increase Estimated Revenue:		-
		-
		-
	\$	-
B. Decrease Appropriations:		-
		-
		-
	\$	-
I. Total transactions increasing Fund Balance	\$	-
II. DECREASE FUND BALANCE		
A. Increase Appropriations:		-
		-
		-
	\$	-
B. Decrease Estimated Revenue:		-
		-
		-
	\$	-
II. Total transactions decreasing Fund Balance	\$	-
III. NO CHANGE TO FUND BALANCE		
A. Decrease Estimated Revenue and Increase Transfer Out:		-
		-
		-
	\$	-
B. Increase Estimated Revenue and Appropriations:		
Fresh Fruit & Vegetables-Food Service	J. Arredondo	675,000
Kitchen Repairs	J. Arredondo	500,000
		-
	\$	1,175,000
C. Decrease Appropriations and Increase Transfers Out to Other Uses		-
		-
		-
	\$	-
III. Total transactions with no impact on Fund Balance	\$	1,175,000
IV. Net increase (decrease) to General Fund Balance for this Budget Amendment		\$ -

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 7
For FEBRUARY 2024
Board Agenda
FOOD SERVICE FUND

REVENUE	Budget As Adopted July 1, 2023	Budget As Amended	Administrative Adjustments # 7	BA No. 7 Changes	Budget As Amended Thru BA # 7
5700 Local	\$ 1,193,232	\$ 1,193,232	\$ -	\$ -	\$ 1,193,232
5800 State	131,825	131,825	-	-	131,825
5900 Federal	42,164,042	42,364,042	-	1,175,000	43,539,042
Total Revenue	43,489,099	43,689,099	-	1,175,000	44,864,099
7900 Other Resources	1,031	1,031	-	-	1,031
Total Revenue & Other Resources	\$ 43,490,130	\$ 43,690,130	\$ -	\$ 1,175,000	\$ 44,865,130
APPROPRIATIONS					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	43,518,101	43,670,056	(27,000)	1,175,000	44,818,056
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	791,060	839,105	27,000	-	866,105
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	-	-	-	-	-
72 Debt Services- Interest	-	-	-	-	-
73 Debt Services- Other Costs	-	-	-	-	-
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	44,309,161	44,509,161	-	1,175,000	45,684,161
Other Uses	-	-	-	-	-
Total Appropriations & Other Uses	\$ 44,309,161	\$ 44,509,161	\$ -	\$ 1,175,000	\$ 45,684,161
Beginning Fund Balance 7/01/23	\$ 6,809,949	\$ 6,809,949			\$ 6,809,949
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ (819,031)	\$ (819,031)	\$ -	\$ -	\$ (819,031)
Ending Fund Balance 6/30/24	\$ 5,990,918	\$ 5,990,918	\$ -	\$ -	\$ 5,990,918

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 7
For FEBRUARY 2024
Board Agenda
DEBT SERVICE FUND

REVENUE	Budget As Adopted July 1, 2023	Budget As Amended	Administrative Adjustments # 7	BA No. 7 Changes	Budget As Amended Thru BA # 7
5700 Local	\$ 122,878,279	\$ 122,878,279	\$ -	\$ -	\$ 122,878,279
5800 State	2,400,000	2,400,000	-	-	2,400,000
5900 Federal	2,990,271	2,990,271	-	-	2,990,271
Total Revenue	128,268,550	128,268,550	-	-	128,268,550
Fm Resv. & Desig. Fund Bal	-	-	-	-	-
Subtotal	128,268,550	128,268,550	-	-	128,268,550
7900 Other Resources	-	-	-	-	-
Total Revenue & Other Resources	\$ 128,268,550	\$ 128,268,550	\$ -	\$ -	\$ 128,268,550
APPROPRIATIONS					
11 Instruction	\$ -	\$ -	\$ -	\$ -	\$ -
12 Inst Resources & Media	-	-	-	-	-
13 Curriculum & Prof. Dev.	-	-	-	-	-
21 Instructional Administration	-	-	-	-	-
23 School Leadership	-	-	-	-	-
31 Guidance & Counseling	-	-	-	-	-
32 Social Work Services	-	-	-	-	-
33 Health Services	-	-	-	-	-
34 Student Transportation	-	-	-	-	-
35 Food Services	-	-	-	-	-
36 Cocurricular/Extracurricular	-	-	-	-	-
41 General Administration	-	-	-	-	-
51 Plant Maintenance	-	-	-	-	-
52 Security & Monitoring	-	-	-	-	-
53 Data Processing	-	-	-	-	-
61 Community Services	-	-	-	-	-
71 Debt Services- Principal	57,475,001	57,475,001	-	-	57,475,001
72 Debt Services- Interest	62,854,097	62,854,097	-	-	62,854,097
73 Debt Services- Other Costs	469,998	469,998	-	-	469,998
81 Facilities Acq. & Construction	-	-	-	-	-
95 Payments to JJAEP	-	-	-	-	-
99 Intergovernmental Charges	-	-	-	-	-
Total Appropriations	120,799,096	120,799,096	-	-	120,799,096
Other Uses	-	-	-	-	-
Total Appropriations & Other Uses	\$ 120,799,096	\$ 120,799,096	\$ -	\$ -	\$ 120,799,096
Beginning Fund Balance 7/01/23	\$ 151,995,225	\$ 151,995,225			\$ 151,995,225
Excess/(Deficit) Current Operations From/(To) Fund Balance	\$ 7,469,454	\$ 7,469,454	\$ -	\$ -	\$ 7,469,454
Ending Fund Balance 6/30/24	\$ 159,464,679	\$ 159,464,679	\$ -	\$ -	\$ 159,464,679

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AMENDED BUDGET
For Fiscal Year Ending June 30, 2024

<u>CODE</u>	<u>REVENUES</u>	<u>GENERAL FUND</u> M&O Tax Rate \$0.75755	<u>FOOD SERVICE</u>	<u>DEBT SERVICE</u> I&S Tax Rate \$0.45027	<u>TOTAL</u> Tax Rate \$1.20782
5700	Local Revenue	\$ 248,622,033	\$ 1,193,232	\$ 122,878,279	\$ 372,693,544
5800	State Revenue	227,831,956	131,825	2,400,000	230,363,781
5900	Federal Revenue	14,926,313	43,539,042	2,990,271	61,455,626
	TOTAL REVENUES	\$ 491,380,302	\$ 44,864,099	\$ 128,268,550	\$ 664,512,951
	<u>APPROPRIATIONS</u>				
11	Instruction	\$ 273,529,123	\$ -	\$ -	\$ 273,529,123
12	Instructional Resources & Media Svcs.	5,123,198	-	-	5,123,198
13	Curriculum Development & Inst Staff Dev	13,343,027	-	-	13,343,027
21	Instructional Leadership	10,337,414	-	-	10,337,414
23	School Leadership	44,510,945	-	-	44,510,945
31	Guidance, Counseling & Evaluation Svc.	16,635,007	-	-	16,635,007
32	Social Work Services	2,432,832	-	-	2,432,832
33	Health Services	9,246,779	-	-	9,246,779
34	Student (Pupil) Transportation	8,313,766	-	-	8,313,766
35	Food Services	1,528,304	44,818,056	-	46,346,360
36	Cocurricular /Extracurricular Activities	14,215,811	-	-	14,215,811
41	General Administration	14,031,593	-	-	14,031,593
51	Plant Maintenance & Operations	52,888,629	866,105	-	53,754,734
52	Security & Monitoring Services	2,546,425	-	-	2,546,425
53	Data Processing Services	10,441,211	-	-	10,441,211
61	Community Services	2,880,207	-	-	2,880,207
71	Debt Services- Principal	2,176,789	-	57,475,001	59,651,790
72	Debt Services- Interest	-	-	62,854,097	62,854,097
73	Debt Services- Other Costs	-	-	469,998	469,998
81	Facilities Acquisition & Construction	1,200,067	-	-	1,200,067
93	Payments to Members SSA	-	-	-	-
95	Payments to JJAEP	52,886	-	-	52,886
99	Other Intergovernmental Charges	1,851,048	-	-	1,851,048
	TOTAL APPROPRIATIONS	\$ 487,285,061	\$ 45,684,161	\$ 120,799,096	\$ 653,768,318
	<u>OTHER RESOURCES & USES</u>				
7900	Other Resources	\$ -	\$ 1,031	\$ -	\$ 1,031
8900	Other Uses	(5,001,500)	-	-	(5,001,500)
		\$ (5,001,500)	\$ 1,031	\$ -	\$ (5,000,469)
	Excess/(Deficit) Current Operations	\$ (906,259)	\$ (819,031)	\$ 7,469,454	\$ 5,744,164
3000	From/(To) Fund Balance	906,259	819,031	(7,469,454)	(5,744,164)
	Difference	\$ -	\$ -	\$ -	\$ -



SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
For Posted Data Available through January 08, 2024

Elementary & Secondary School Emergency Relief Fund

Total Available ESSER II & III **\$270.1 Million**
For Program Years 2021 through 2024

<u>Budget Priorities</u>	<u>Amended Budget</u>	<u>Actual Expenditures Program to date 2021 through 2024 YTD</u>
Leveraging Social & Emotional Resources to support students & families	69,807,320	55,138,497
Extended Instructional Calendar Initiative promoting a strong recovery	8,324,063	7,860,706
Continued Investment in Personal Protective Equipment (PPE) & safety protocols	78,805,021	70,941,286
Additional Supports Needed for a Strong Recovery	62,049,178	59,028,049
Retention Stipend, Revenue Shortfall, Compensation, & Other Recovery Initiatives	51,114,427	20,625,237
	\$ 270,100,009	\$ 213,593,773

* Actual Expenditures do not yet reflect full amounts for salary payroll transactions.

Strategic Initiatives Fund (YTD expenses for 2023-2024 School Year)

	<u>Fund Balance</u>	<u>YTD Expend. / Encumb.</u>
Fund Balance		
Beginning of Current Fiscal Year	\$52,464,300	
Plus Additions:		
QSCB Federal Subsidy Revenues	-	
Emergency Connectivity Fund Revenue	-	
Transfers in from Other Funds	-	
Available Fund Balance before Current Year Expenditures:	\$ 52,464,300	\$ 52,464,300
Less:		
Year-to-Date Expenditures		1,738,067
POs Encumbered but not Paid		738,708
Budget Issued but not Encumbered		-
Available Fund Balance:		\$ 49,987,525

* Beginning balance reflects estimated balances as of June 30, 2023

Professional Services Managed by Board of Trustees- (YTD expenses for 2023-2024 School Year)

	<u>Current Actual</u>	<u>Year to Date Actual</u>
Legal Services- General Counsel Escamilla & Poneck, LLP	\$ 288,365	\$ 616,956
External Audit Services (All Engagement Years) Garza, Gonzalez & Associates	52,300	106,650
Financial Advisors Frost Bank	-	-
Total Professional Expenditures	\$ 340,665	\$ 723,606

Minutes of Board Business Meeting A
San Antonio Independent School District Board of Trustees
Monday, January 8, 2024

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 8, 2024, beginning at 5:31 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 – joined via zoom webinar and logged off at 7:58 p.m.
 - 3. Mr. Arthur Valdez
 - 4. Mr. Ed Garza
 - 5. Ms. Leticia Ozuna
 - 6. Mrs. Sarah Sorensen
 - 7. Mrs. Stephanie Torres
- B. Recording of Superintendent Present
 - 1. Dr. Jaime Aquino
- C. Pledge of Allegiance to the U. S. Flag
- D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
- E. Citizens' Presentations - 60-minute total time limit for this item
For details regarding their comments, please refer to the video recording for this meeting located at www.saisd.net on the SAISD Board Page.
 - 1. Neil Gabrielson, Lamar ES Parent
 - 2. Alejandra Lopez, SA Alliance

2. Presentations

- A. Update on the Implementation of Rightsizing Transition Plan
This was a discussion-only item. No action was required.
- B. Update on Always Learning Implementation
This was a discussion-only item. No action was required.
- C. Presentation of Updates to Board Goal 4
This was a discussion-only item. No action was required.

President Martinez asked to make a point of personal privilege during the meeting to remind everyone that the district will be participating in the Martin Luther King March on January 15th and information was posted on the website and social media. She invited the SAISD community to join the District to march and to dress warm.

3. Closed Session

- A. Mrs. Martinez convened the Board in Closed Session at 7:17p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076)
- B. Mrs. Martinez reconvened the Board in Open Session at 8:01p.m. and took appropriate action on items discussed in Closed Session. The items are listed below.

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 approval of termination of probationary contract teacher(s) for good cause pursuant to TEC 21.104 (TGC 551.071 and TGC 551.074)
Motion by Mr. Valdez to amend the Board’s previous adoption at the December 11, 2023 board meeting of a motion to terminate the contract of Megan Gonzales for good cause by adding “effective December 29, 2023.” Second by Ms. Ozuna. This item was approved by a vote of 6-0 with Ms. Sebastian being absent.
5. Consultation with legal counsel and discussion regarding a security audit of the District. (TGC 551.071 and TGC 551.076)
No action taken.
6. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
No action taken.
7. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
No action taken.
8. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
No action taken.
9. Consider extending the time to reconvene consideration of the Level III Grievance of Brianna Christian by 60 days and consult with attorney on matter (TGC 551.071 and TGC 551.074)
Motion by Mr. Valdez to extend the time to reconvene consideration of the Level III Grievance of Brianna Christian by 60 days. Second by Mrs. Sorensen. This item was approved by a vote of 6-0 with Ms. Sebastian being absent.

4. Adjournment

- A. Mrs. Martinez adjourned the meeting at 8:03 p.m.

MINUTES APPROVED

The foregoing minutes of the Board Business Meeting of the Board of Education of the San Antonio Independent School District held on Monday, January 8, 2024 were duly approved at a meeting held on February 20, 2024.

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
Tuesday, January 16, 2024

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

Board Business Meeting of the Board of Trustees of the San Antonio ISD was held on Tuesday, January 16, 2024, beginning at 5:34 PM, 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 5:44 p.m.
3. Mr. Arthur Valdez
4. Mr. Ed Garza
5. Ms. Leticia Ozuna
6. Mrs. Sarah Sorensen
7. Mrs. Stephanie Torres

B. Recording of Superintendent Present

1. Dr. Jaime Aquino

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

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

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

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

1. Natasha Beck-King, SAISD Employee

Dr. Aquino asked to make a point of personal privilege during the meeting to personally honor the SAISD Board of Trustees during this School Board Recognition Month. He thanked them for their dedication and commitment to the students, staff and community. He recognized them for their tireless efforts and for shaping the future of our schools - ensuring that every student has an opportunity to succeed. He added that their leadership and hard work does not go unnoticed and shared a special video from the SAISD community. The Trustees were presented with tokens of appreciation from students of the Ceramics Team at Lanier High School and from the Construction Science Program of Sam Houston High School. President Martinez thanked Superintendent Aquino and the students and teachers for their generous gifts. On behalf of the board, she humbly stated "We do this work because we care about students and families and most importantly, we want to do what is right for all students, families, and our educators. We are constantly working hard. Thank you for honoring us this evening and we appreciate it."

2. Governance

A. Approval of the 2024-2025 and 2025-2026 SAISD Instructional Calendars

Motion by Mrs. Martinez to table this item until the February 20th board meeting. Second by Ms. Ozuna; approved by a vote of 7-0 with all board members present.

B. Approval to submit the Staff Development Minutes Waiver to the Texas Education Agency (TEA) for the 2024-2025 and 2025-2026 School Years

Motion by Mrs. Martinez to table this item until the February 20th board meeting. Second by Ms. Ozuna; approved by a vote of 7-0 with all board members present.

- C. Approval of the Amendment to the Partner Agreement with CAST Schools
Motion by Ms. Ozuna; Second by Mrs. Torres; approved by a vote of 6-1 with Mrs. Sorensen voting no.
- D. Presentation and Approval of the 2023 - 2024 Targeted Improvement Plans (TIP) and the 2023 – 2024 Campus Improvement Plans (CIP)
Motion by Ms. Sebastian; Second by Ms. Ozuna; approved by a vote of 7-0 with all board members present.
- E. Board Quarterly Self-Assessment
Motion by Mrs. Martinez to accept this quarterly board self-assessment scoring the San Antonio ISD Trustees a 34 out of 100; Second by Mr. Valdez; approved by a vote of 7-0 with all board members present.

3. Consent Agenda

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

- A. Approval of the Carvajal Elementary School Special Project Report as Recommended by the Audit Committee
- B. Approval to Revise Local Board Policies FNG and GF
- C. Approval of the Partner Agreement Amendment with the University of Texas of San Antonio (UTSA)
- D. Approval for the Implementation of Innovative Courses
- E. Approval of Monthly Budget Reports and Amendments for January 2024
- F. Approval of the Quarterly Investment Report, July 2023 – September 2023
- G. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards
- H. Approval of Minutes for the following meetings:
 1. December 4, 2023 Public Hearing
 2. December 4, 2023 Board Business Meeting
 3. December 11, 2023 Board Business Meeting

Trustee Ozuna asked for a point of personal privilege. She said that as a sitting member of the Audit Committee, one of the point of observations she had was not on the Carvajal Elementary school audit. It is that the District does not have a good system managing any student activity funds or campus activity funds. She stated that by not systemically addressing this issue, we are putting on the ownness on the principal or assistant principal who delegate the administrative assistants who may or may not understand the policies and procedures. Ms. Ozuna also added that the policies and procedures do not necessarily keep up with the ways that parents work on fundraising or proud sourcing activities. She stated that we have a misalignment of the community to whom we are trying to serve and the funds that the District is trying use to support students. The auditing system continues to find us short, which is due to the underlining system that does not serve the district's interest very well. Ms. Ozuna voiced that in order to serve our students, families, stakeholders, and our communities, there is a need to streamline in an efficient way. She recognized the Internal Audit Department for their hard work and attention but felt that there was a need to focus on greater ticket issues such as construction projects, contracts and oversights. Lastly, have a system in place that can overcome many human errors.

4. Closed Session

- A. Mrs. Martinez convened the Board in Closed Session at 7:31 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076)
- B. Mrs. Martinez reconvened the Board in Open Session at 9:25 p.m. and take 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. Consultation with legal counsel and discussion regarding Intruder Detection Audits, that are confidential pursuant to Texas Education Code Section 37.1084(d) and Texas Government Code Sections 552.101 and 552.116. (TGC 551.071 and TGC 551.076)
No action taken.
3. Consultation with legal counsel for possible action, if any, regarding a billing and overcharging dispute, mediation issues, and tolling agreement with AT&T (TGC 551.071)
Motion by Mr. Valdez to direct the superintendent and attorneys to proceed as discussed in closed session; Second by Ms. Sebastian; approved by a vote of 7-0 with all board members present.
4. Consultation with attorney regarding EPA and TCEQ standards and related matters. (TGC 551.071)
No action taken.
5. 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.
6. 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)
Motion #1 by Mr. Valdez to render a finding that good cause does not exist for the following employees to abandon their contracts:
 1. Jesus Castellanos
 2. Lisette Denny
 Second by Ms. Ozuna; approved by a vote of 7-0 with all board members present.
Motion #2 by Mr. Valdez 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. Sorensen; approved by a vote of 7-0 with all board members present.
7. Proposal to terminate probationary contract employee(s) for good cause pursuant to TEC Section 21.104 (TGC 551.071 and TGC 551.074)
Motion by Mr. Valdez to propose the termination of the probationary contract of Richard Tallent for good cause pursuant to TEC 21.104 and to authorize the Superintendent to provide the employee notice of such proposed termination in accordance with policy. Second by Ms. Ozuna; approved by a vote of 7-0 with all board members present.
8. Consultation with legal counsel on legal issues related to the audit plan and related audit matters. (TGC 551.071)
No action taken.
9. Consultation with legal counsel regarding pending litigation related to face covering and vaccination requirements. (TGC 551.071)
No action taken.
10. Consultation with legal counsel regarding contractual and legal issues related to 1882 partnerships. (TGC 551.071)
No action taken.

5. Adjournment

- A. Mrs. Martinez adjourned the meeting at 9:29 p.m.

MINUTES APPROVED

The foregoing minutes of the Board Business Meeting of the Board of Education of the San Antonio Independent School District held on Monday, January 16, 2024, were duly approved at a meeting held on February 20, 2024.

ATTEST:

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

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