

IN RE:

§ BEFORE THE TEXAS EDUCATION AGENCY

SOUTH SAN ANTONIO
INDEPENDENT SCHOOL
DISTRICT

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COMMISSIONER OF EDUCATION

CDN # 015-908

STATE OF TEXAS

AGREED ORDER

This Agreed Order is entered into as of September ___, 2023 (the “Effective Date”), by and among South San Antonio Independent School District (the “LEA” or “Local Educational Agency” or “South San Antonio ISD”) and Texas Education Agency (“TEA” or the “Agency”). The LEA and TEA are sometimes referred to collectively herein as the “Parties,” and each, at times, as applicable, a “Party.”

RECITALS:

WHEREAS, South San Antonio ISD is presently the subject of multiple investigations by the Texas Education Agency (“TEA”) Special Investigation Unit (the “Special Investigation Unit” or “SIU”)¹;

WHEREAS, related to the ongoing investigations, TEA previously issued three separate preliminary reports to South San Antonio ISD containing TEA’s investigation findings and conclusions, to which the LEA provided written responses in accordance with Tex. Educ. Code § 39.004(f).

¹ Case Nos. INV2021-05-163, INV2021-08-094, IR2023-10-008, and IR2023-02-002

WHEREAS, South San Antonio ISD is currently subject to the oversight of a TEA-appointed monitor, Dr. Abelardo Saavedra, as a result of a separate TEA special investigation that resulted in an intervention recommendation and subsequent monitor appointment in November 2021;

WHEREAS, Dr. Saavedra's monitoring reports to TEA describe consistent board governance deficiencies and shortcomings;

WHEREAS, multiple South San Antonio ISD trustees and the LEA's superintendent participated in witness interviews during the TEA investigation wherein they acknowledged board governance deficiencies and shortcomings and the benefits of an escalated TEA intervention;

WHEREAS, TEA has prepared a Final Investigation Report (the "Final Report") in accordance with Tex. Educ. Code § 39.004 that contains TEA's findings and conclusions from the currently pending investigations and recommends the appointment of a Board of Managers to exercise the powers and duties of the board of trustees in South San Antonio ISD arising from the egregious nature of the board's conduct;

WHEREAS, the Parties wish to resolve the matter without further delay and enter into this agreement with the intention that South San Antonio ISD expeditiously (a) remedies noncompliance and subsequently maintains compliance with all state and federal law, (b) corrects board misconduct, including but not limited to instances of misconduct identified in the Final Report, and (c) improves the school board's governance of the LEA to reflect best governance practices;

NOW, THEREFORE, in consideration of the recitals, agreements, and representations, made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties stipulate, covenant, and agree as follows:

THE AGREEMENT:

1. Incorporation.

1.1 The recitals set forth above are incorporated herein and made a part of this Agreed Order. The Parties agree that the recitals are materially true and correct.

2. Execution of Agreed Order.

2.1 The Parties agree to execute this Agreed Order on or before October 2, 2023.

3. The Agreed Terms.

3.1 The LEA agrees to the placement of a TEA-appointed conservator (the "Conservator") with full powers as described by Tex. Educ. Code § 39A.002(7) and § 39A.003. The LEA additionally agrees to comply with all directives issued by the Conservator. The LEA waives any and all rights to a hearing before the State Office of Administrative Hearings (SOAH) or action in a state or federal court related to (a) the appointment of the Conservator arising under this agreement, (b) the Final Report, and (c) any sanctions, interventions, or corrective actions derived from the Final Report. The LEA further agrees that removal of the Conservator is within the sole discretion of the Commissioner of Education.

3.2 The Parties agree that TEA will publicly release its Final Report, which will recommend placement of a board of managers, but that enforcement of the recommended intervention will be stayed for a period of one year. The parties agree that the findings set forth in the Final Report constitute sufficient evidence to sustain the conclusion that, by a preponderance of the evidence, the South San Antonio ISD Board of Trustees violated the provisions of the Texas Education Code identified in the Final Report thus warranting the placement of a board of managers. The LEA agrees that it will not publicly dispute the findings or conclusions of the Final Report.

3.3 South San Antonio ISD agrees that the Commissioner of Education may appoint a board of managers to exercise the powers and duties of the board of trustees of the LEA if determined appropriate in the Commissioner of Education's sole discretion after a period of one year from the Effective Date of this Agreed Order. The LEA waives any and all rights to a hearing before the State Office of Administrative Hearings (SOAH) or action in a state or federal court regarding the appointment of a board of managers arising under this section. No additional investigation or due process requirements will be required preceding the Commissioner of Education's decision to appoint a board of managers under this section, no matter of whether set forth in the Texas Education Code or other relevant law.

3.4 In addition to the discretion granted to the Commissioner of Education in paragraph 3.3 above, the LEA also agrees that the Commissioner of Education may appoint a board of managers to exercise the powers and duties of the board of trustees of the district if determined appropriate in his sole discretion due to the placement of a conservator in the district for a period of twelve consecutive months. The LEA waives any right to a hearing before the State Office of Administrative Hearings (SOAH) or action in a state or federal court regarding the appointment of a board of managers arising under this section.

3.5 The Parties agree and stipulate that, upon the appointment the Conservator, the Agency shall have fulfilled all requirements under the Texas Education Code, Texas Administrative Code, and any other relevant law or rule, as it relates to the appointment of the Conservator.

3.6 The Parties agree that attorneys' fees, costs, and expenses that have been incurred will be paid by the Party incurring the same.

[SIGNATURE PAGE FOLLOWS]

WE, HENRY YZAGUIRRE, SUPERINTENDENT AND MANUEL LOPEZ, BOARD PRESIDENT, HAVE READ AND UNDERSTAND THE FOREGOING. WE UNDERSTAND THAT BY SIGNING THIS STIPULATED AGREEMENT, THE LEA WAIVES CERTAIN RIGHTS. WE SIGN IT VOLUNTARILY, WILLINGLY, AND KNOWINGLY ON BEHALF OF SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT. WE UNDERSTAND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.


SIGNED this 20th day of September, 2023


Henry Yzaguirre
Superintendent of South San Antonio ISD

SIGNED this 20 day of Sept, 2023


Manuel Lopez
Board President of South San Antonio ISD

ORDERED this 22nd day of September, 2023


Mike Morath
In his official capacity of Commissioner of Education and as legal representative of the Texas Education Agency