

AGENDA

for the

Board Workshop Meeting

of the

Board of Trustees

**Jim Plyler Instructional Complex, Dr. Jack L. Davidson Conference
Center, 807 W. Glenwood, Tyler, TX**

**February 6, 2020
11:00 AM**

**NOTICE OF BOARD WORKSHOP MEETING OF THE
TYLER INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Notice is hereby given that on Thursday, February 6, 2020, the Board of Trustees of the Tyler Independent School District will hold a Board Workshop meeting at 11:00 AM at the Jim Plyler Instructional Complex, Dr. Jack L. Davidson Conference Center, 807 W. Glenwood, Tyler, TX. The subjects to be discussed are listed on the agenda which is attached to and made a part of this Notice.

Individuals with disabilities are entitled to have access to and participate in public meetings. An individual requiring an accommodation for access to the meeting must notify the Tyler Independent School District by informing the district's ADA coordinator, in writing 24 hours prior to the scheduled meeting of the necessity of an accommodation. Upon receipt of this request, the district will furnish appropriate auxiliary aides and services when necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of the board meeting as nonhandicapped individuals enjoy.

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act.

Texas Government Code Section:

551.071	Private consultation with the board's attorney.
551.072	Discussing purchase, exchange, lease, or value of real property.
551.073	Discussing negotiated contracts for prospective gifts or donations.
551.074	Discussing personnel or to hear complaints against personnel.
551.076	Considering the deployment, specific occasions for, or implementation of, security personnel or devices.
551.082	Considering discipline of a public school child, or complaint or charge against personnel.
551.083	Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives to follow, in consultation with representatives of employee groups.
551.084	Excluding witnesses from a hearing.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive meeting, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

**TYLER INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES BOARD WORKSHOP MEETING**

Thursday, February 6, 2020 11:00 AM

Jim Plyler Instructional Complex, Dr. Jack L. Davidson Conference Center, 807 W. Glenwood, Tyler, TX

AGENDA

- I. Call to Order
- II. First Order of Business -- Announcement by the Chairman as to the presence of a quorum, that the meeting has been duly called and that notice of the meeting has been posted in the time and manner required.
- III. Public Participation
- IV. Continuous Improvement
 - A. T-TESS/Walkthrough Evaluation Update 5
 - B. Class Size Update 6
- V. Action Items
 - A. Consider approval of Order for Calling General Election for School Board Trustees for Single Member District 2 and Single Member District 4 7
 - B. Consider approval of Interlocal Agreement between Smith County, City of Tyler, Tyler Independent School District, Tyler Junior College, and Whitehouse Independent School District for Conducting Elections 13
- VI. Executive Session will be held for the purposes authorized by the Texas Open Meetings Act, Texas Government Code Section 551.071 et seq. concerning any and all purposes permitted by the Act.
 - A. Texas Government Code Section 551.071 For the purpose of a private consultation with the board's attorney on all subjects or matter authorized by law.
 - I. When the governmental body seeks the advice of its attorney about pending or contemplated litigation or a settlement offer or
 - II. On a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
 - III. Consider legal advice regarding personnel and related action items.
 - B. Texas Government Code Section 551.072 For the purpose of discussing purchase, exchange, lease, or value of real property.
 - I. Discussing purchase, exchange, lease, or value of real property
 - C. Texas Government Code Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.
 - I. Consider hiring and accepting resignations of professional personnel.
 - II. Consider renewals, non-renewals and terminations of contracts for professional personnel. (To deliberate the appointment, employment, evaluation, reassignment,

duties, and contracts of employees.)

VII. Reconvene from Executive Session

VIII. Consider action on items discussed in Executive Session

A. Consider board approval of hiring, accepting resignations/retirements of professional personnel included but not limited to. 27

B. Consider renewals, non-renewals, contract abandonments and terminations of contracts for professional personnel.

IX. Adjournment

Subject: T-TESS/Walkthrough Evaluation Update

BACKGROUND INFORMATION

The Texas Teacher Evaluation and Support System (T-TESS) was created by an educator steering committee comprised of teachers, principals, and representatives from higher education and educator organizations with a goal to support teachers in Texas with ongoing feedback and development to continually improve teacher practice. Tyler ISD administrators began using T-TESS in the fall of 2016.

The goal of T-TESS is to be a formative system that provides a framework for ongoing conversation and feedback to support teachers and students. T-TESS consists of three (3) measures:

1. Classroom Observation and Walkthrough
2. Goal-Setting & Professional Development Plan
3. Student Growth

ADMINISTRATIVE CONSIDERATION

Principals collect and analyze walkthrough and T-TESS observation data to improve instruction on campuses for successful student outcomes. T-TESS also serves as the district's annual appraisal system of teaching staff and professional development effectiveness.

ACTION REQUIRED

Discussion Only

CONTACT PERSONS

Jarrod Bitter
Julie Davis, Ph.D.
Vanessa Holmes
Johnita Ward

02-06-20

Subject: Class Size Update

BACKGROUND INFORMATION

The Texas Education Agency (TEA) required each school district in Texas to conduct a class size enrollment survey for grades K-4. If the survey indicated classes for grades K-4 exceeded the allowable class size limit of 22:1, the districts were required to submit a request and a copy of the Board approved compliance plan to the State Wavier Unit. At the June 19, 2017 meeting the board approved the District of Innovation (DOI) Plan; therefore, this waiver exemption is no longer required. The administration makes all attempts to maintain the class size limit of 22:1 ratio; however, a qualified teacher aide is provided when ratios are exceeded.

ADMINISTRATIVE CONSIDERATION

As of January 29, 2020, this list reflects classes that exceed the 22:1 class size limit.

- 23 classes require teacher aide support.
- The 23 classes are over by a total of 42 students.

Bilingual Classrooms

School	Kinder	1 st grade	2 nd grade	3 rd grade	4 th grade	Number of Students
Bonner					1	1
Dixie				1		1
Peete				1	1	8
Ramey				1		2
Total				3	2	12

Monolingual Classes

School	Kinder	1 st grade	2 nd grade	3 rd grade	4 th grade	Number of Students
Austin	1					1
Caldwell					2	3
Dixie				1		2
Griffin			1			3
Jack			4			5
Orr	2					5
Owens	5					9
Woods		2				2
Total	8	2	5	1	2	30

ACTION REQUIRED

Information Only

CONTACT PERSON

Tosha Bjork

02-06-20

Subject: Order for Calling General Election for School Board Trustees

BACKGROUND INFORMATION

Texas law governing the annual school trustee election requires the Board of Trustees of the Tyler Independent School District to order an election to be held on the first Saturday in May, and to approve a person to serve as the election official for holding the election.

ADMINISTRATIVE CONSIDERATION

An order for calling an election to be held on Saturday, May 2, 2020, is attached. The election is for the purpose of electing trustees to fill the expired term of Single Member Districts 2 and 4. Single Member District 2 is currently held by Orenthia D. Mason and Single Member District 4 is currently held by Patricia A. Nation.

The City of Tyler, Tyler Independent School District, Tyler Junior College and Whitehouse Independent School District will enter into an agreement with Smith County to hold a joint election. The Smith County Election Administrator will continue to conduct the joint elections.

The district began accepting applications on Wednesday, January 15, 2020. On May 2nd the polls will open at 7:00 a.m. and close at 7:00 p.m.

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board approve the Order for Calling a General Election on Saturday, May 2, 2020, for the purpose of filling Single Member District 2 and Single Member District 4.

ACTION REQUIRED

Board approval

CONTACT PERSON

Marty Crawford, Ed.D.

02-06-20

NOTICE OF GENERAL ELECTION FOR SCHOOL TRUSTEE

THE STATE OF TEXAS §
COUNTY OF SMITH §
TYLER INDEPENDENT SCHOOL DISTRICT §

TO THE RESIDENT QUALIFIED VOTERS OF TYLER INDEPENDENT SCHOOL DISTRICT:

NOTICE IS HEREBY GIVEN THAT a general election for school trustee will be held within Tyler Independent School District on May 2, 2020, as provided in the order calling the election passed by the Board of Trustees of Tyler Independent School District, a substantial copy of which is printed below:

ORDER CALLING GENERAL ELECTION FOR SCHOOL TRUSTEE

THE STATE OF TEXAS §
COUNTY OF SMITH §
TYLER INDEPENDENT SCHOOL DISTRICT §

WHEREAS, the Board of Trustees (the "Board") of the Tyler Independent School District (the "District") has, on its own motion of August 19, 1993, voted to adopt an order whereby all trustees of the district shall be elected from single-member trustee districts (Texas Election Law, Education Code Sec. 23.024 (a) (b)(1)(2)(3)); and

WHEREAS, the Board hereby orders, held in the Tyler Independent School District at Tyler, Texas, an election on the first Saturday in May, 2020, the same being the 2nd day of May, 2020, for the purpose of electing Trustees to fill Single Member District 2 and Single Member District 4; and,

WHEREAS, the Board also has the authority pursuant to Chapter 271, Texas Election Code, to enter into joint election agreements with the other political subdivisions also holding a general or special election on the same date, and

WHEREAS, the Board also has the authority pursuant to Chapter 31, Texas Election Code, to enter into a contract for election services with the Smith County Election Administrator; and,

WHEREAS, the District is authorized to designate polling places for early voting and election day voting for this Election;

IT IS, THEREFORE, ORDERED BY THE BOARD OF TRUSTEES OF THE TYLER INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. Call of Election; Date; Eligible Electors; and Hours. A general election (the "Election") shall be held on Saturday, May 2, 2020 which is seventy-eight (78) or more days from the date of the adoption of this order (the "Order") within and throughout the territory of the District at which all resident, qualified electors of the District shall be entitled to vote. The Board hereby finds that holding the Election on such date is in the public interest. The hours during which the polling places are to be open at the Election shall be from 7:00 o'clock a.m. to 7:00 o'clock p.m.

Section 2. Conduct of Election. The Election shall be conducted by election officers, in accordance with the Texas Education Code, the Texas Election Code and the Constitution and laws of the State of Texas and the United States of America. An electronic voting system, as defined and described in Title 8 of the Texas Election Code, shall be utilized for the Election.

Chapter 271 of the Texas Election Code provides that the authorities of two or more political subdivisions that have ordered elections for the same day in all or part of the same territory, may enter into an agreement to hold the elections jointly in election precincts that can be served by common polling places, and the Board has expressly authorized this action.

The Smith County Elections Administrator shall conduct the election for the District as a joint election pursuant to an election services agreement with the District.

Section 3. Voting Precincts; Polling Places; Election Judges, Alternates, Clerks and other Election Officials. Except as otherwise provided herein, the boundaries and territory of the respective existing Smith County Election Precincts, wholly or partially within the territorial boundaries of the District, are hereby designated as the voting precincts of the District for the Election. The precinct numbers for the District's election precincts shall be the corresponding Smith County Election Precinct Number of each precinct, if any. The polling place for each voting precinct and for each combined voting precinct, as well as the dates and times for voting both early and on election day will be provided to the Board when available.

The Board approves the appointment of persons designated by the Smith County Elections Administrator to serve as election workers. Such proposed presiding judges and alternate presiding judges shall meet the eligibility requirements of Chapter 32, Subchapter C of the Texas Election Code. The rate of pay for judges and clerks of the election shall be determined according to the Interlocal Agreement. Compensable hours shall be determined in accordance with the provisions of the Texas Election Code, as amended (the "Election Code") and other applicable laws.

The Board approves the appointment of persons designated by the Smith County Elections Administrator to serve on the Early Voting Ballot Board and Central Counting Station.

Section 4. Ballots. The ballots shall be suitable for use with an electronic voting system, and for the purposes of early voting by personal appearance and by mail, and shall otherwise conform to the requirements of the Texas Election Code.

Section 5. Early Voting. The Board appoints Joanna Stanfield, Smith County Elections Clerk, as the Early Voting Clerk.

Early Voting by Mail

Ballot applications shall be addressed to the Early Voting Clerk at the following address: Smith County Elections Administration – Attn: Joanna Stanfield, 302 E. Ferguson, Tyler, TX 75702. A signed, original application for a ballot by mail can also be scanned into a computer and emailed to the Early Voting Clerk at jstanfield@smith-county.com.

For the use of those voters who are entitled by law to vote early by mail, the early voting clerk shall provide each voter with a ballot with instructions to mark the ballot indicating his or her vote “FOR” a candidate on the same ballots utilized for early voting by personal appearance at the Election.

Early Voting by Personal Appearance

Early voting by personal appearance shall be conducted at:

Main Early Voting Location:

The Hub–Smith County Elections Office
304 East Ferguson Street, Tyler, TX 75702

Early voting in the Election by personal appearance shall be conducted at the Main Early Voting Polling Places listed above at the following dates and times:

Monday, April 20, 2020 - Friday, April 24, 2020	8:00 am – 5:00 pm
Monday, April 27, 2020 - Tuesday, April 28, 2020	7:00 am – 7:00 pm

Section 6. Delivery of Voted Ballots; Counting; Tabulation; Canvassing of Returns; Declaring Results. In accordance with the requirements of the Texas Election Code, the Election Officers shall make and deliver a written return of the Election. The Board shall canvass the returns and declare the results of the Election.

Section 7. Appointment of Custodian of Records. To the extent not otherwise provided for in the Interlocal Agreement, the Board appoints Gina Orr, an employee of the District, as the Custodian of Records (the “Custodian”) to perform the duties related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period beginning the third (3rd) day after the approval of this Order, and ending not earlier than the fortieth (40th) day after the day of the Election. In particular, the Custodian shall accept and maintain records regarding campaign expenditures that may be filed with the District.

The Custodian shall maintain an office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period designated in this section. The Custodian shall post notice of the location and hours of office as required by the Texas Election Code. The Custodian shall maintain in his/her office the documents, records and other items relating to the election and shall be the person designated to receive documents on behalf of the District that are required by the Texas Election Code.

Section 8. Approval of Appointment of Agent. The Secretary to the Board has appointed Gina Orr, an employee of the District, as the Secretary's agent (the "Agent") to perform the duties of secretary related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period beginning three (3) days after the effective date of this Order and ending not earlier than the fortieth (40th) day after the day of the election. The Agent shall maintain, in his/her office, the documents, records and other items relating to the election and shall be the Agent designated to receive documents on behalf of the District that are required by the Texas Election Code. The Agent shall post notice of the location and hours of his/her office as required by the Texas Election Code.

Section 9. Notice of Election Publication and Posting Requirements. Notice of the Election, containing a substantial copy of this Order, shall be published one time in the English and Spanish languages, in a newspaper published within the District's territory at least ten (10) days and no more than thirty (30) days before the Election and as otherwise may be required by the Texas Election Code.

Notice of the Election, containing a substantial copy of this Order, in both the English and Spanish languages, shall also be posted on the bulletin board used by the Board to post notices of the Board's meetings and on the District's Internet website, prominently and together with the notice of the election, no later than the twenty-first (21st) day before the Election.

Section 10. Authority of the Superintendent. The Superintendent shall have the authority to take, or cause to be taken, all actions reasonable and necessary to insure that the Election is fairly held and returns properly counted and tabulated for canvass by the Board, which actions are hereby ratified and confirmed.

Section 11. Preamble Incorporation. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 12. Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

Section 13. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 14. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 15. Notice of Meeting. The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was posted on a bulletin board located at a place convenient to the public at the District's administrative offices for at least seventy-two (72) hours preceding the scheduled time of the meeting; that a telephonic or telegraphic notice of such meeting was given to all news media who have consented to pay any and all expenses incurred by the District in connection with providing such notice, both as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon.

Section 16. Authorization to Execute. The President of the Board is authorized to execute and the Secretary to the Board is authorized to attest this Order on behalf of the Board; and the President of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 17. Effective Date. This Order is effective immediately upon its passage and approval.

PASSED AND APPROVED FEBRUARY 6, 2020.

/s/ R. Wade Washmon
R. Wade Washmon
President, Board of Trustees

ATTEST:

/s/ Gina Orr
Gina Orr
Secretary to the Board of Trustees

(SEAL)

Subject: Interlocal Agreement Between Smith County, City of Tyler, Tyler Independent School District, Tyler Junior College and Whitehouse Independent School District for Conducting Elections

BACKGROUND INFORMATION

Smith County, City of Tyler, Tyler Independent School District, Tyler Junior College and Whitehouse Independent School District wishes to enter into an agreement to hold a joint election conducted by the Smith County Election Administrator. By coordinating efforts, the result has been the elimination of duplicate costs and labor, and a more convenient process for voters.

ADMINISTRATIVE CONSIDERATION

In order to hold joint elections, an interlocal agreement must be executed with Smith County, City of Tyler, Tyler Independent School District, Tyler Junior College and Whitehouse Independent School District. The cost to the district is based on the number of entities participating in an election. An estimate of costs for the election has been provided. In the event that one entity cancels an election due to an uncontested race, the cost will be assumed by the remaining entities.

Counsel has reviewed the attached agreement and found all to be in order.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve an Interlocal Agreement between Smith County, City of Tyler, Tyler Independent School District, Tyler Junior College, and Whitehouse Independent School District for Conducting the May 2, 2020 Elections.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed. D.

02-06-20

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY, CITY OF TYLER, TYLER
INDEPENDENT SCHOOL DISTRICT, TYLER JUNIOR COLLEGE AND WHITEHOUSE
INDEPENDENT SCHOOL DISTRICT FOR CONDUCTING ELECTIONS**

STATE OF TEXAS §

COUNTY OF SMITH §

This Agreement is entered into this _____ day of _____, 2020, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as COUNTY), The City of Tyler, Tyler Independent School District, Tyler Junior College and Whitehouse Independent School District with the authorization of their respective governing bodies (hereinafter referred to as **VOTING UNITS**). The **VOTING UNITS** enter into this Interlocal Agreement with COUNTY by authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

W I T N E S S E T H

WHEREAS, VOTING UNITS are authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

WHEREAS, COUNTY has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

WHEREAS, COUNTY may hire additional elections administration personnel as necessary to carry out this agreement; and

WHEREAS, VOTING UNITS and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNITS** in connection with **VOTING UNITS'** elections;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNITS** agree as follows:

PURPOSE

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a trustee/city council election and any special election herein described for **VOTING UNITS**.

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

COUNTY shall perform the following duties in connection with conducting **VOTING UNITS'** elections:

1. Appoint Early Voting Ballot Board and notify same;
2. Appoint Election Judges and Alternate Judges and notify same;
3. Conduct Early Voting both by personal appearance and by mail for **VOTING UNITS**;
4. Print ballots in accordance with the election laws and wording furnished by **VOTING UNITS** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
5. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
6. Furnish **VOTING UNITS** with sample ballots for their elections;
7. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNITS** of time and place of such tests;
8. Establish Central Counting Station;
9. Deliver supplies and voting equipment to and from polling places;
10. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
11. Provide for retention and storage of election records as provided by law;
12. Furnish **VOTING UNITS** with a copy of all vote tabulations and election returns;
13. Count ballots, process election returns, and prepare unofficial tabulation of votes;
14. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNITS** no later than 8:30 a.m. on the eighth (8th) day following the election for official canvassing by **VOTING UNITS**;
15. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNITS**; such recommendation of polling places selections should be approved by **VOTING UNITS** and Elections Administrator shall notify in writing to **VOTING UNITS** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNITS**. **VOTING UNITS** specifically agree to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code Chapter 271.

In the event that the approved polling places become unavailable for use after the deadlines set forth by federal law for submission of pre-clearance/voting changes to the United States Department of Justice, the Elections Administrator shall notify the **VOTING UNITS** of the cancelation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNITS** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

16. Elections Administrator shall appoint deputy early voting clerks;
17. Elections Administrator shall serve as Early Voting Clerk for elections;
18. Conduct early voting at a location(s) to be determined by the Elections Administrator;
19. Pay any claims for election expenses pursuant to Texas Election Code Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNITS**' responsibility for costs);
20. Review with **VOTING UNITS** the election process prior to election;
21. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNITS** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNITS**;
22. Said claims shall be paid from funds deposited by the **VOTING UNITS** with the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and funds paid after the election is held and **VOTING UNITS** pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;
23. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement from funds deposited by **VOTING UNITS** with the County Treasurer pursuant to Texas Election Code Section 31.100(a) and (b);
24. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
25. **COUNTY** will provide County owned Help America Vote Act (HAVA) Election Systems, and Software ExpressVote and DS200's, as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
26. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code Section 67.017(a) and (b);
27. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNITS** for approval by **VOTING UNITS**.
28. Translate wording of English language ballot for **VOTING UNITS**' election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNITS** for approval. Upon approval of **VOTING UNITS**, give final approval of **VOTING UNITS**' Spanish ballot in writing; and

29. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing their assigned duties.

II. VOTING UNITS' DUTIES

VOTING UNITS shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNITS'** election in English, and give final approval of **VOTING UNITS'** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88th day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52nd day before the election;
2. **VOTING UNITS** agree to use reasonable efforts to submit election notices to **COUNTY'S** Elections Administrator prior to publication and the Election's Administrator shall review the election notices, proof and respond with regard to any necessary corrections as soon as possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.
3. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code Section 65.001 et seq.;
4. Perform those duties and functions which by law **VOTING UNITS** remain required to perform;
5. Timely notify **COUNTY** of exact boundaries of **VOTING UNITS'** district boundaries;
6. Give notice of election as required by all applicable laws, including Texas Election Code Chapter 4; and
7. Make payment as required under Article III.

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNITS'** election to be held May 2, 2020, **COUNTY** shall charge its actual costs including rental of DRE voting

equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNITS'** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to **VOTING UNITS** at least thirty (30) days prior to submission of this Agreement to each **VOTING UNITS'** governing body for approval. **COUNTY** and **VOTING UNITS** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the trustee/city council election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code Section 31.100 (c).

In this regard the parties expressly agree to the following terms with respect to the compensation **VOTING UNITS** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNITS** shall be responsible for paying the actual costs of early voting, the actual costs of the elections and the ten percent (10%) administrative fee described above, provided however that the City of Tyler's payment shall be capped at that amount that equals the actual costs and administrative fee for two (2) polling locations per City Council District participating in the election;
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNITS** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the actual costs for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNITS** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and
3. **VOTING UNITS** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNITS'** May 2, 2020, election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

VI. FORCE MAJEURE

In the event that the performance by **COUNTY** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a part or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

VII. VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

VIII. MODIFICATION

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their May 2, 2020 elections, and if the **COUNTY** requests the **VOTING UNITS** to participate in a joint election with said other voting entities, the **VOTING UNITS** agree to participate in such joint election provided however that **COUNTY'S** and **VOTING UNITS'** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNITS'** duties or rights under this Agreement

IX. NON-ASSIGNMENT OF RIGHTS

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNITS** without the prior written consent of **COUNTY** by and through an order of its Commissioners Court.

X. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

XI. NOTICES

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

SMITH COUNTY
c/o Nathaniel Moran, County Judge
200 E. Ferguson St. 1st floor
Tyler, TX 75702

T.I.S.D.
c/o Marty L. Crawford
P. O. Box 2035
Tyler, TX. 75710

CITY OF TYLER
c/o Deborah Pullum, City Attorney
P. O. Box 2039
Tyler, TX 75710

Whitehouse ISD
c/o Christopher Moran
104 Hwy 110 N
Whitehouse, TX 75791

TYLER JUNIOR COLLEGE DISTRICT
c/o Mike Coker
P O Box 9020
Tyler, TX 75711

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

XII. CANCELLATIONS

In the event that any of **VOTING UNITS'** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

IN WITNESS WHEREOF, Smith County, The City of Tyler, Tyler Independent School District, Tyler Junior College and Whitehouse Independent School District have caused this agreement to be effective as of the ____ day of _____, 2020.

APPROVED IN SMITH COUNTY’S COMMISSIONERS COURT MEETING on the _____ day of _____, 2020, and executed by **NATHANIEL MORAN**, County Judge, as the authorized representative of **SMITH COUNTY**.

SMITH COUNTY

RECOMMENDED

NATHANIEL MORAN, COUNTY JUDGE

KAREN NELSON, ELECTION ADMIN.

ATTEST:

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY THE TYLER CITY COUNCIL IN A MEETING on the _____ day
of _____, 2020 and executed by **EDWARD BROUSSARD**, City Manager, as the
authorized representative of the **City of Tyler**.

CITY OF TYLER

BY: _____
EDWARD BROUSSARD, CITY MANAGER

ATTEST:

BY: _____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

BY: _____
DEBORAH G PULLUM, CITY ATTORNEY

APPROVED IN TYLER INDEPENDENT SCHOOL DISTRICT'S BOARD MEETING on the _____ day of _____ 2020, and executed by **MARTY CRAWFORD**, Superintendent, and **R WADE WASHMON**, Board President, as the authorized representative of **T.I.S.D.**

**TYLER INDEPENDENT
SCHOOL DISTRICT**

BY: _____
R. WADE WASHMON,
BOARD PRESIDENT

BY: _____
MARTY CRAWFORD, SUPERINTENDENT

ATTEST:

APPROVED:

BY: _____
GINA ORR, BOARD SECRETARY

BY: _____
JOHN HARDY, ATTORNEY FOR T.I.S.D.

APPROVED IN TYLER JUNIOR COLLEGE DISTRICT'S MEETING on the _____
day of _____ 2020, and executed by MIKE COKER, Board President, as the authorized
representative of **T.J.C.**

TYLER JUNIOR COLLEGE DISTRICT

BY: _____
MIKE COKER, BOARD PRESIDENT

ATTEST:

APPROVED:

BY: _____
ELLEN MATTHEWS, BOARD SECRETARY

BY: _____
LEIGH PORTER, ATTORNEY

APPROVED IN WHITEHOUSE INDEPENDENT SCHOOL DISTRICT'S BOARD MEETING
on the _____ day of _____ 2020, and executed by **CHRISTOPHER MORAN**, Superintendent, as the authorized representative of **W.I.S.D.**

WHITEHOUSE INDEPENDENT SCHOOL DISTRICT

BY: _____
CHRISTOPHER MORAN, SUPERINTENDENT

APPROVED:

BY: _____
RANDY COOK, ATTORNEY FOR W.I.S.D.

ATTACHMENT A

DRAFT ESTIMATED EXPENSES FOR VOTING UNIT

City of Tyler Cost Estimate for the May 2, 2020 Election

Election Judges & Clerks (Including Related Costs)	\$2500.00
Programming Charges	\$2000.00
Technical Support	\$600.00
Rental of Voting Machines @ \$150.00 each	\$1900.00
Election Kits/Supplies:	\$315.00
Mail out ballots	\$1403.50
Delivery Mileage and Fees	\$500.00
Subtotal:	\$9218.50
Administrative Fee (10%)	\$921.85
Total Due	\$10,140.35

NOTE: Exhibit A is only an estimate and in no way reflects the actual cost of conducting each election (City of Tyler, TISD, TJC & WHISD).

Subject: Personnel Actions

BACKGROUND INFORMATION

Personnel actions are as indicated.

ADMINISTRATIVE CONSIDERATION

Personnel appointments recommended for confirmation have met the employment prerequisites of the Tyler Independent School District. The candidates either hold valid certificates or such alternatives as specified by the Board. Proposed contract renewals for one-year term contracts and one year non-certified contracts for administrators are also considered.

Recommendations for new appointments are based on interviews, references, adequacy of preparation, performance records and the Superintendent's approval.

The appointments, resignations, retirements, non-renewals, contract abandonments and terminations are subject to the approval of the Board of Trustees.

ADMINISTRATIVE RECOMMENDATION

The confirmation of personnel actions as indicated.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Ronald K. Jones

02-06-20