

AGENDA

for the

Regular Meeting

of the

Board of Trustees

**JIM PLYLER INSTRUCTIONAL COMPLEX
807 W. GLENWOOD
DR. JACK L. DAVIDSON CONFERENCE CENTER**

February 17, 2020

**REGULAR BOARD MEETING
Executive Session 6:00 P.M.
Regular Session 7:00 P.M.**

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

Notice is hereby given that on Monday, February 17, 2020, the Board of Trustees of the Tyler Independent School District will hold a regular meeting at (Executive Session at 6:00 p.m. and Regular Session at 7:00 p.m.) at the Jim Plyler Instructional Complex, 807 W. Glenwood, Tyler, Texas. 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**

February 17, 2020

**REGULAR BOARD MEETING
Executive Session 6:00 P.M.
Regular Session 7:00 P.M.**

**JIM PLYLER INSTRUCTIONAL COMPLEX
807 W. GLENWOOD
DR. JACK L. DAVIDSON CONFERENCE CENTER**

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. 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
 - 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/retirements 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.)
- D. Texas Government Code Section 551.076
 - I. Considering the deployment, specific occasions for, or implementation of, security personnel or devices.

IV. Reconvene from Executive Session	
V. 7:00 p.m. Prayer and Pledge of Allegiance - Mr. Bergfeld	
VI. Consider action on items discussed in Executive Session	
A. Consider board approval of hiring, accepting resignations/retirements of professional personnel.	5
B. Consider and possible action on renewals, non-renewals, and terminations of contracts for professional personnel. (To deliberate the appointment, employment, evaluation, reassignment, duties, and contracts of employees.)	
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A. Consider approval of 2019-2020 Amended Budget	17
B. Consider approval of Gifts and Donations	21
C. Consider approval of Budget Timeline for 2020-2021	22
D. Consider approval of Purchase of Transportation Vehicles	24
E. Consider approval of Resolutions for Sale of Property for Delinquent Taxes	25
F. Consider approval of Competitive Sealed Proposal Delivery Method in 2020	38
G. Consider approval of TASB Update 114, Local Policies CDA, CH, CKC, CKE, CQ, CQB, DFFA, DH, EHBB, FDE, FFAA, FFB, FFBA, FL, GBAA, and GKA	39
H. Consider approval of Local Policies BE and BED	81
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A. Consider approval of Memorandum of Understanding with Tyler Junior College for Early College High School	89
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XIV. Future Business	
A. March 5, 2020 - Board Workshop	
B. March 23, 2020 - Regular Meeting	
XV. Adjournment	

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

02-17-20

Subject: Special Recognitions

The primary focus of the Tyler ISD Board Recognition Program is to acknowledge accomplishments achieved by Tyler Independent School District students, employees, campuses and departments.

STUDENT

Tyler ISD would like to recognize the efforts of two District students of the month for February. **Bailey Balliet**, a fifth grade student at **Owens Elementary School** is the Elementary Student of the Month. The Secondary Student of the Month is **Jernai Mosley**, a tenth grade student at **Early College High School**.

Congratulations to **Janessa Ward**, a junior at **John Tyler High School** and **Ty Stevens**, a senior at **Robert E. Lee High School**, for receiving All State Band honors and performing at the TMEA Convention in San Antonio.

STAFF

Congratulations to the Teacher of the Month, **Andy Haas**, a teacher at **Early College High School**.

02-17-20

MINUTES OF BOARD WORKSHOP MEETING

The Board of Trustees of the Tyler Independent School District held a board workshop meeting on Thursday, January 16, 2020 at the Jim Plyler Instructional Complex. The president called the meeting to order at 11:00 a.m., announced the presence of a quorum and that the meeting had been posted in the time and manner required.

Members present were Wade Washmon, president; Rev. Orenthia Mason, vice president; Andy Bergfeld, Rev. Fritz Hager, Aaron Martinez, Dr. Patricia Nation, and Freeman Sterling.

Administrators present were Dr. Marty Crawford, superintendent; Kevin Bogue, Tosha Bjork, Jan Coker, Jennifer Hines, Ronald Jones, and Jeff Millslagle.

John C. and John M. Hardy, school attorneys, were present.

Mr. Washmon stated that no one had requested to speak to the board during public participation.

As required by law, Ms. Johnita Ward and Dr. James Cureton presented the Texas Academic Performance Report (TAPR) and the Results Driven Accountability (RDA) formerly known as PBMAS. The TAPR provides information on the performance of students in each school and district in Texas. The report also provides extensive information on school and district staff programs and student demographics. She stated that the data is for the 2018-2019 school year. They highlighted the accountability and attendance rates, dropout and graduation rates along with college, career, and military readiness rates. Dr. Cureton stated that RDA is a data-driven monitoring system that assigns performance levels on several indicators in each of four program areas: Bilingual/ESL, Career Technology Education, Every Student Succeeds Act and Special Education. He reviewed the number of indicators assigned each performance level in each program area. He stated that the district improved the average performance level in all four program areas over last year. They addressed questions from the board.

An opportunity for public comments was provided at the end of the presentation. There were no comments from the public.

Mr. Ronald Jones presented a Facilities Rental and Usage Update. He stated that the handbook has been updated to bring cohesion between the district practice and policy. The facilities rental process is now completely online. The rental fees have been increased 5% across the board to cover the cost increase of the electronic payment process. Rental fees also cover the costs associated with utilities, custodial services, depreciation and maintenance. He then addressed questions from the board.

Dr. Crawford stated that Local Policy GKD is being presented for first reading. This policy is being updated as part of the Facilities Rental and Usage review. He reminded the board that the policy will be presented at a subsequent meeting for consideration. He asked them to contact administration with any additional questions they might have.

Trustees adjourned to executive session at 11:32 p.m. Mr. Washmon stated there would not be action to follow.

Rev. Mason left the meeting.

Trustees reconvened in open session at 12:58 p.m.

The meeting adjourned at 12:58 p.m. following a motion by Mr. Sterling, seconded by Dr. Nation and a vote of 6-0.

APPROVED: _____

/s/ Gina Orr
Gina Orr, Secretary

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

MINUTES OF REGULAR MEETING

The Board of Trustees of the Tyler Independent School District met in regular session on Thursday, January 23, 2020, at the Jim Plyler Instructional Complex. The president called the meeting to order at 6:02 p.m., announced the presence of a quorum and that the meeting had been posted in the time and manner required.

Members present were Wade Washmon, president; Rev. Orenthia Mason, vice president; Andy Bergfeld, Rev. Fritz Hager, Aaron Martinez, Dr. Patricia Nation, and Freeman Sterling.

Administrators present were Dr. Marty Crawford, superintendent; Jarrod Bitter, Tosha Bjork, Kevin Bogue, Gary Brown, Jan Coker, Dr. Julie Davis, Dr. Leslie Greer, Dr. Christy Hanson, Jennifer Hines, Vanessa Holmes, Joseph Jacks, Dr. Jennifer Jones, Ronald Jones, Tim Loper, Jeff Millslagle, Sandra Newton, Greg Priest, Mary Russell, and Johnita Ward.

John C. and John M. Hardy, school attorneys, were present.

Trustees adjourned to executive session at 6:02 p.m. Mr. Washmon stated there would be action to follow.

Trustees reconvened in open session at 7:01 p.m.

Mr. Martinez offered prayer and led the Pledge of Allegiance.

Regarding items from executive session, Rev. Mason stated that at the board meeting on October 21, 2019, this board proposed the termination of bilingual teacher Mayra Escobedo for abandonment of her employment contract. She requested a hearing on her proposed termination, but on January 2, 2020, she withdrew that request. At this time, all deadlines have passed. Rev. Mason made a motion that the district terminate the employment contract of Mayra Escobedo effectively immediately. The motion was seconded by Dr. Nation and passed by a vote of 7-0.

Mr. Bergfeld made a motion to approve the Superintendent's Contract. The motion was seconded by Rev. Mason and passed by a vote of 7-0.

The Board recognized the efforts of the two District students of the month for January. Ja'Coryen Kennedy, a first grade student at Austin Elementary School, is the Elementary Student of the Month. The Secondary Student of the Month is Necairah Collins, a sixth grade student at Boulter Middle School. Congratulations to these students for their hard work and dedication.

The board congratulated Elizabeth Boynton, a senior at Robert E. Lee High School, for auditioning and marching in the Macy's Great American Marching Band in New York City. Elizabeth was one of five Texas students to be selected.

Kate Thomas and Emily Parker, Hubbard Middle School students, were recognized for leading their fellow Huskies in collecting 3,126 pairs of socks for the St. Paul Children's Foundation.

The board recognized Juan Chapa, a third grade student at Griffin Elementary School, for taking the initiative to clean up around the playground at recess time. Juan organized a group of students to join him and now a campus clean up club is being formed.

The board congratulated Sandra Fillmore, a fifth grade teacher at Bell Elementary School, for being January's Teacher of the Month.

John Tyler High School standout and former NFL player Teddy Williams presented brand new bikes to one boy and one girl at each Tyler ISD elementary school. Each bike also came with a helmet in partnership with Tyler ISD and CHRISTUS Trinity Clinic.

Dr. Nation left the meeting at 7:16 p.m.

Mr. Washmon stated that no one had requested to speak to the board during public participation.

Mr. Martinez made a motion to approve the minutes of the board workshop meeting on December 5, 2019 and the regular meeting on December 16, 2019. The motion was seconded by Mr. Sterling and passed by a vote of 6-0.

Dr. Crawford stated the district's financial statements for 2018-2019 were audited by Prothro, Wilhelmi & Company, PLLC. He then invited Bob Roseman, Tom Prothro, and Reece Read to review their report with the board. Mr. Prothro complimented the finance team for the management and reporting of the district's finances. He stated that the report reflects no audit findings. The district has had a great year and maintains a strong and healthy fund balance. They then addressed questions from the board.

Mr. Martinez made a motion to approve the annual audit for the 2018-2019 fiscal year. The motion was seconded by Rev. Hager and passed by a vote of 6-0.

Greg Priest, athletic director, provided an Athletic Update. He reviewed the participation numbers and shared some of the successes this past fall for football,

volleyball, cross country, and team tennis. He also reviewed the Lone Star Cup Standings. He then addressed questions from the board.

Sandra Newton, director of visual and performing arts, provided an update of the Visual and Performing Arts. She stated that the Texas Art Education Association recognized the district as a District of Distinction. She highlighted some of the accomplishments for elementary music, choir, orchestra, band, dance, theatre, visual arts and some of the specialized programs. She then addressed questions from the board.

Gary Brown, executive director of college & career, provided a Competitive Academics Update. He reviewed the various academic competitions that take place at the elementary, middle and high school levels and highlighted some of the upcoming competitions and events. He then addressed questions from the board.

Regarding the Business/Legal/Finance/Consent agenda, the board pulled the Gifts and Donations for individual consideration.

Mr. Sterling made a motion, seconded by Rev. Hager to approve the following:

- Approval of 2019-2020 Amended Budget;
- Approval of Local Policy GKD.

The motion was approved by a vote of 6-0.

Dr. Crawford stated the district has received a donation in the amount of \$80,969.57 from the Tyler ISD Foundation to fund Grants for Great Ideas at various schools. He thanked the Foundation for their continued support and partnership. He stated that Three Lakes Middle School received a donation in the amount of \$17,598.25 from Three Lakes Middle School PTA. He thanked both groups for the work and dedication to the district in providing these funds that will enhance the education of the students of this district.

Mr. Bergfeld made a motion to approve the donations. The motion was seconded by Mr. Martinez and passed by a vote of 6-0.

Regarding Curriculum/Instruction/Consent agenda, the board pulled the following for individual consideration:

- Consider approval of District Calendar for 2020-2021 School Year;
- Consider approval of Wayne D. Boshears Center Calendar for 2020-2021 School Year.

Rev. Hager made a motion, seconded by Rev. Mason to approve the following:

- Approval of Field/Clinical Teaching Experience Agreement with Sam Houston State University;

- Approval of Purchase of Technology Equipment for Boulter Middle School in the amount of \$50,190 from CDW-G.

The motion was approved by a vote of 6-0.

Dr. Crawford stated that in addition to the traditional 176 day instructional calendar, the calendar committee constructed a 180 day instructional calendar as an option for pursuing additional funding support provided by HB 3, 86th Legislative Session designed to address the issue of the summer slide. Both calendars satisfy the Texas Education Agency's testing calendar requirements for STARR/EOC and TAKS testing dates. He discussed the grant, the statutory constraints and requirements for accessing the grant funds. Dr. Crawford stated his personal preference would be the 180 day calendar; however, in listening to staff and community the administration is going to recommend the 176 day calendar and review it again next year after the administration has had more of an opportunity to get an understanding of what the State wants to see regarding the summer programming. He stated he does not want the district to be the test subject.

Mr. Washmon stated that it is wise if administration has hesitations to keep it in our sights and explore it more if we want to pursue it eventually. If we might be putting the cart before the horse potentially by not knowing how it is going to play out to the point of possibly failing, then I don't want that.

Dr. Crawford stated that the district is very interested, but some of the statutory constraints need to be considered.

Rev. Hager stated that he has been an advocate for summer school since coming on the board. For a district that is 75% free and reduced lunch to only have 600-700 elementary and middle school students taking advantage of the summer program, that is one of the reasons the district is not where it needs to be academically. He said he does not want the district to pursue something that legislatively is so cumbersome that it ends up not being good for kids, but \$500,000 is a ton of money. Funding has been the principal constraint for summer school. It is unfortunate if we say no to that funding and go another year with only a fraction of the kids who need summer enrichment and summer direct instruction without having it.

They discussed the rules regarding attendance and the current summer program with The Mentoring Alliance/Rose City Summer Camps. Dr. Crawford stated that the Texas Education Agency is a little tardy on providing the information as some of it was actually received today.

Rev. Mason made a motion to approve the 176 day District Calendar for the 2020-2021 School Year. The motion was seconded by Mr. Sterling and passed by a vote of 5-1. Rev. Hager voted in opposition.

Mr. Bergfeld made a motion to approve the 176 day Wayne D. Boshears Center Calendar for 2020-2021 School Year. The motion was seconded by Mr. Martinez and passed by a vote of 6-0.

Tim Loper, Brady Beddingfield and Cherie Jones, Facilities Services, provided a Construction Update for Robert E. Lee High School and John Tyler High School. The video detailed the progress that has taken place at each site. They then addressed questions from the board.

Dr. Crawford stated that TASB Local Policy Update 114, Local Policies CDA, CH, CKC, CKE, CQ, CQB, DFFA, DH, EHBB, FDE, FFAA, FFB, FFBA, FL, GBAA, and GKA are being presented for first reading. He also presented Local Policies BE and BED for first reading. These policies are the two public participation policies that have been amended based on the board's wishes to allow the public an opportunity to speak to the board regarding topics that are not listed on the agenda as well as those that are. Dr. Crawford reminded the board that the policies will be presented at a subsequent meeting for consideration. He asked them to contact administration with any additional questions they might have.

Regarding future business, Dr. Crawford reminded the board about the upcoming meetings.

The meeting adjourned at 8:50 p.m. following a motion by Rev. Hager, seconded by Mr. Martinez and a vote of 6-0.

APPROVED: _____

/s/ Gina Orr
Gina Orr, Secretary

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

MINUTES OF SPECIAL MEETING

The Board of Trustees of the Tyler Independent School District held a special meeting on Thursday, January 30, 2020 at the Jim Plyler Instructional Complex. The president called the meeting to order at 2:00 p.m., announced the presence of a quorum and that the meeting had been posted in the time and manner required.

Members present were Wade Washmon, president; Rev. Orenthia Mason, vice president; Andy Bergfeld, Rev. Fritz Hager, Aaron Martinez, Dr. Patricia Nation, and Freeman Sterling.

Administrators present were Dr. Marty Crawford, superintendent; Stuart Bird, Jarrod Bitter, Tosha Bjork, Jennifer Hines, Joseph Jacks, Ronald Jones, Jeff Millslagle and Sandra Newton.

John C. and John M. Hardy, school attorneys, were present.

Trustees adjourned to executive session at 2:01 p.m. Mr. Washmon stated there would be action to follow.

Trustees reconvened in open session at 2:12 p.m.

Regarding action from executive session, Mr. Martinez made a motion to approve the hiring of Joseph B. Willis as Robert E. Lee High School Head Football Coach/Campus Athletic Coordinator as listed in Personnel Item I. The motion was seconded by Mr. Sterling and passed by a vote of 7-0.

The meeting adjourned at 2:18 p.m. following a motion by Mr. Sterling, seconded by Rev. Mason and a vote of 7-0.

APPROVED: _____

/s/ Gina Orr
Gina Orr, Secretary

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

Subject: Measures of Academic Progress (MAP) - Middle of the Year Results

BACKGROUND INFORMATION

The MAP assessment is given to every student Kindergarten – 8th grade three (3) times per year. This assessment is used to measure a student's achievement level, compute growth, and drive instruction, enrichment and intervention for individual students and groups of students.

ADMINISTRATIVE CONSIDERATION

The district analyzed cohort performance (the same group of students in successive grades) and year-over-year performance (performance in the same grade in successive years) using MAP data. Analysis of middle of the year MAP scores indicate that the cohort performance and year-over-year performance in reading improved at almost all proficiency levels. Math cohort and year-over-year performance showed improvement in some grades, with the majority of the improvement occurring in students that are approaching grade level.

ACTION REQUIRED

Discussion

CONTACT PERSONS

Christy Hanson, Ed. D.
James Cureton, Ph. D.

02-17-20

Subject: Goal 3.1 - CTE Certifications Update

BACKGROUND INFORMATION

Tyler ISD Continuous Improvement/Student Outcome Goal 3, Progress Measure 1, established during the 2016-17 school year, focuses on CTE certifications earned by Tyler ISD HS students. The District is currently in Target Year 4 for this specific goal and progress measure.

Goal 3 – Progress Measure 1

The total number of District high school students earning an industry-recognized CTE certification will increase from 26 in the spring of 2016 to 64 in the spring of 2021 (an average of at least 20 percent annually).

- Baseline Year (2016) – 26 CTE certifications earned
- Year 1 Target (2017) – 31 CTE certifications earned
- Year 2 Target (2018) – 37 CTE certifications earned
- Year 3 Target (2019) – 44 CTE certifications earned
- **Year 4 Target (2020) – 53 CTE certifications earned**

ADMINISTRATIVE CONSIDERATION

The previously established goals and progress measures are based on data maintained by the District CTE Department and reported annually as part of the PEIMS submission process. The majority of CTE certifications are earned at the conclusion of the CTE courses in April and May. The updated TEA A-F Industry-Based Certifications list went into effect beginning with the 2019-2020 school year.

ACTION REQUIRED

Discussion only

CONTACT PERSON

Gary Brown

02-17-20

Subject: 2019-2020 Amended Budget

BACKGROUND INFORMATION

The Texas Education Agency requires that independent school districts file an amended budget, approved by the Board of Trustees, with the Agency.

ADMINISTRATIVE CONSIDERATIONS

An amended 2019-2020 budget for the general fund has been prepared, and a copy is included in the agenda.

ADMINISTRATIVE RECOMMENDATION

That the Board approves the 2019-2020 amended budget for the general fund as presented in the agenda.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

02-17-20

**TYLER INDEPENDENT SCHOOL DISTRICT
GENERAL OPERATING FUND
AMENDED REVENUE BUDGET
2019-2020**

	<u>CURRENT BUDGET</u>	<u>AMENDED BUDGET</u>
Taxes		
Current Year Levy	\$ 91,152,324.00	\$ 91,152,324.00
Prior Year Collections	1,250,000.00	1,250,000.00
Penalties and Interest	1,225,000.00	1,225,000.00
Total Taxes	<u>93,627,324.00</u>	<u>93,627,324.00</u>
Services Rendered to Other School Districts	2,500.00	2,500.00
Tuition and fees	230,000.00	230,000.00
Earnings from Temporary Investments	1,500,000.00	1,500,000.00
Rent	108,500.00	108,500.00
Miscellaneous Local Revenue	25,000.00	25,000.00
Athletic Activity	215,000.00	215,000.00
Other Enterprising Activities	6,500.00	6,500.00
Total Local Revenue	<u>95,714,824.00</u>	<u>95,714,824.00</u>
Foundation and Per Capita Apportionment	56,222,237.00	56,222,237.00
TRS On-behalf Benefits	7,775,000.00	7,775,000.00
Total State Revenue	<u>63,997,237.00</u>	<u>63,997,237.00</u>
Federal Revenue	3,066,000.00	3,066,000.00
Proceeds from Sale of Real Estate		126,359.33
Transfers from Other Funds & Other Sources	385,000.00	385,000.00
TOTAL REVENUE	<u><u>\$ 163,163,061.00</u></u>	<u><u>\$ 163,289,420.33</u></u>

**TYLER INDEPENDENT SCHOOL DISTRICT
GENERAL OPERATING FUND
AMENDED EXPENDITURE BUDGET
2019-2020**

	<u>ORIGINAL BUDGET</u>	<u>CURRENT BUDGET</u>	<u>AMENDED BUDGET</u>	<u>CHANGE ORIGINAL BUDGET</u>	<u>CHANGE CURRENT BUDGET</u>
	\$ 95,295,185.33	\$ 95,226,732.71	\$ 95,105,449.90	\$ (189,735.43)	\$ (121,282.81)
Total Function 11 - Instruction					
Total Function 12 - Instructional Resources and Media Services	2,973,987.01	2,941,975.70	2,946,532.50	(27,454.51)	4,556.80
Total Function 13 - Curriculum and Instructional Staff Development	5,196,960.20	5,706,929.01	5,713,031.87	516,071.67	6,102.86
Total Function 21 - Instructional Development	2,653,247.91	2,657,838.82	2,658,858.62	5,610.71	1,019.80
Total Function 23 - School Administration	9,748,833.53	9,826,070.05	9,833,045.12	84,211.59	6,975.07
Total Function 31 - Guidance, Counseling & Evaluation Services	5,044,843.88	5,016,558.66	5,017,874.29	(26,969.59)	1,315.63
Total Function 32 - Social Work Services	239,358.99	236,801.24	244,033.23	4,674.24	7,231.99
Total Function 33 - Health Services	2,246,853.24	2,272,165.83	2,265,171.02	18,317.78	(6,994.81)
Total Function 34 - Student (Pupil Transportation)	5,191,946.32	5,191,655.02	5,193,483.77	1,537.45	1,828.75
Total Function 36 - Cocurricular/ Extracurricular Activities	4,880,138.31	5,111,293.23	5,172,599.78	292,461.47	61,306.55
Total Function 41 - General Administration	4,146,558.60	4,161,406.26	4,161,403.34	14,844.74	(2.92)
Total Function 51 - Plant Maintenance and Operations	14,419,952.89	14,514,511.14	14,513,611.17	93,656.28	(899.97)
Total Function 52 - Security and Monitoring Services	2,437,643.95	2,517,323.57	2,542,602.35	104,958.40	25,278.78
Total Function 53 - Data Processing Services	3,634,037.77	3,204,580.88	3,259,999.58	(374,038.19)	55,418.70
Total Function 61 - Community Service	91,302.50	91,223.67	91,759.25	456.75	535.58
Total Function 81 - Building and Construction		16,073.18	16,073.18	16,073.18	
Total Function 93 - Shared Svc Arrangement	500,452.57	503,156.20	503,156.20	2,703.63	
Total Function 99 - Intergovernmental Charges	1,895,345.00	1,895,345.00	1,895,345.00		
Transfer to Preventive Maintenance Account	2,566,413.00	2,566,413.00	2,566,413.00		
TOTAL EXPENDITURES-GENERAL OPERATING FUND	<u>\$ 163,163,061.00</u>	<u>\$ 163,658,053.17</u>	<u>\$ 163,700,443.17</u>	<u>\$ 537,382.17</u>	<u>\$ 42,390.00</u>

Tyler Independent School District
General Operating Fund
Amended Expenditure Budget
Summary of Significant Changes from Original and Current Budgets
2019-2020

Changes to Budget:	Original	Current
Rollover of Prior Year Encumbrances	159,719.72	
Early Literacy Software and Training	233,998.60	
Data Center Upgrade	42,390.00	42,390.00
Funds for foreign immigration fees	3,695.00	
Panoram Student Surveys	30,000.00	
Organizational Health Program	67,578.85	
	<u>537,382.17</u>	<u>42,390.00</u>

Subject: Gifts and Donations

BACKGROUND INFORMATION

Board policy (CDC Local) requires that all donations to the District must be reviewed by the Superintendent prior to formal acceptance. The Superintendent must approve all donations under \$5,000. The Board must approve all donations of \$5,000 or more.

ADMINISTRATIVE CONSIDERATION

The following donation with a value of \$5,000 or more has been received:

<u>Amount</u>	<u>Source</u>	<u>Recipient</u>
\$60,758.00	Tyler ISD Foundation	Caldwell Arts Academy

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board accept the donation.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed. D.

02-17-20

Subject: Approval of the 2020-2021 Budget Timeline

BACKGROUND INFORMATION

In an effort to formalize the budget process, a budget timeline has been prepared for Board approval.

ADMINISTRATIVE RECOMMENDATION

That the Board approves the 2020-2021 Budget Timeline as presented in the agenda.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

02-17-20

**Tyler Independent School District
2020-2021 Budget Timeline**

January 2020	Analyze PEIMS data collected and enrollment targets (FS, SC) Staffing models analyzed for current year (campus FTEs) (FS, SC) PEIMS enrollment counts reviewed and preliminary enrollment projections forecasted (FS,SC)
February 2020	Budget calendar presented to Board of Trustees for approval (FS, B) Staffing models for 2020-2021 developed (FS, SC)
March 2020	Department staffing plan review (operations performance measures) (SC) Enrollment projections and staffing allocations reviewed with campuses (FS, HR)
April 2020	Non payroll budget spreadsheets provided to campuses and departments (FS) Staffing plan due from campuses (job specific)
May 2020	Board of Trustees update - workshop Staffing Plan presented to Board Campuses complete non payroll budget and return to supervisor after CPOC review Departments complete non payroll budget and return to financial services Board of Trustees update on budget elements (FS, HR)
June 2020	Board of Trustees update/workshop Budget assumptions (FS) Salary report and recommendations (FS, HR) Update on any budget reductions or increases (FS) Update on salary budget (FS, HR)
July 2020	Board of Trustees update/workshop (if needed) Budget allocations (FS) Update on any budget reductions or increases (FS) Update on salary budget (FS, HR)
August 2020	Finalize budget data and format (FS, B) Final Board of Trustees budget workshop Revenue and appropriations estimates-General Fund (FS) Food & Nutrition services budget (FS) Debt Service fund budget (FS) Public hearing and adoption of budget and tax rate (B)

**FS-Financial Services
B-Board
HR-Human Resources
SC - Superintendent Cabinet**

Subject: Purchase of Transportation Vehicles

BACKGROUND INFORMATION

In general, school buses are purchased in accordance with the district's 15 year replacement cycle. Currently, there are a total of nineteen 2005 or older model buses in marginal condition due for replacement in 2020.

ADMINISTRATIVE CONSIDERATION

In order to maintain fleet consistency, the district obtained quotes from three vendors capable of delivering the make and models that complement the district's existing fleet. Rush Bus Sales, Thomas Built Buses, and Longhorn Bus Sales submitted quotes for consideration. Thomas Built Buses offered the district the best value as outlined below.

<u>Description</u>	<u>Quantity</u>	<u>Cost</u>	<u>Extension</u>
Conventional Bus (Includes A/C unit and 3 Point Passenger Seat Belts) from Thomas Built Buses	5	\$ 96,850.00	\$484,250.00
Special Needs Bus (Includes A/C unit and wheelchair lift) from Thomas Built Buses	2	\$ 92,900.00	\$185,800.00
Buy Board (for each bus purchase order)	1	\$ 800.00	<u>\$ 800.00</u>
		TOTAL	\$670,850.00

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board accept the quote for the purchase as detailed above from Thomas Built Buses, including the Buy Board for the purchase order for the grand total of \$670,850.00 to be purchased from current year's budget set aside for capital outlay.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
John Bagert

02-17-20

Subject: Resolutions for Sale of Property for Delinquent Taxes

BACKGROUND INFORMATION

The delinquent tax collection process results in parcels of property being offered for sale pursuant to foreclosure of tax liens as stipulated in Section 34.05 (a) of the State Property Tax Code.

ADMINISTRATIVE CONSIDERATION

Attached are resolutions for sale of property and description of property. A representative from Perdue, Brandon, Fielder, Collins & Mott, L.L.P., the firm representing the district in tax related matters, will attend the meeting.

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board approve the attached resolutions authorizing the execution of the deed by the Board President.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

02-17-20

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TYLER INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Tyler Independent School District has become the owner of certain real property by virtue of the fact that sufficient bids were not received at prior tax sales conducted by the Sheriff pursuant to order of the District Court.

WHEREAS, potential buyers of property described in Exhibit "A" referenced in Cause No. 22,993-C TYLER INDEPENDENT SCHOOL DISTRICT vs. L. C. MCCAIN, ET AL

have come forward through sealed bid submitted to the Smith County Tax Office, and

WHEREAS, all taxing entities involved in the above referenced matter must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls,

NOW THEREFORE BE IT RESOLVED BY THE

Board of Trustees of the Tyler Independent School District, Smith County, Texas

That the President be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the real property as described on Exhibit "A"

For and in consideration of the cash sum indicated to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the _____ day of _____, _____

President, Board of Trustees

Attest:

Secretary

22,993-C

EXHIBIT "A"

BID ANALYSIS

Cause #: 22,993-C	Acct#: 1-50000-0643-05-069020
Previous Owner: L. C. McCain	Judgment Value: \$5,250.00
Bid Amount: \$2,366.00	Date of Sale: November 6, 2012
Bidders Name: Trin Lyons	Date Bid Submitted: August 30, 2019
Bidders Address: 902 S Buckley Tyler, Texas 75701	Sale Recording Date: December 3, 2012
	Redemption Expires: July 3, 2013

PROPERTY DESCRIPTION

LOT 69 B, BLOCK 5, PART OF GEORGE MYERS SURVEY, DEED RECORDED IN VOLUME 510, PAGE 548, DEED RECORDS OF SMITH COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 4197 Bellwood Rd.

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	1992-2001	\$ 2,146.96
SMITH COUNTY, CITY OF TYLER AND TJC	1990-2001	\$ 1,259.54
		TOTAL: \$3,406.50

COSTS

Court Costs	\$839.00 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$52.34 (Payable to Perdue Law Firm)
Title Research:	\$200.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$62.00 (Payable to Smith County Clerk)
TOTAL: \$1,323.34	

PROPOSED DISTRIBUTION

Bid Amount:	\$2,366.00	Costs: \$1,323.34
Net to Distribute:	\$1,042.66	
ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.63	\$ 656.88
Smith County, City of Tyler and TJC	.37	\$ 385.78
TOTAL: \$1,042.66		

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TYLER INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Tyler Independent School District has become the owner of certain real property by virtue of the fact that sufficient bids were not received at prior tax sales conducted by the Sheriff pursuant to order of the District Court.

WHEREAS, potential buyers of property described in Exhibit "A" referenced in Cause No. 25,258-C TYLER INDEPENDENT SCHOOL DISTRICT vs. RUBIN JOHNSON, DECEASED, ET AL

have come forward through sealed bid submitted to the Smith County Tax Office, and

WHEREAS, all taxing entities involved in the above referenced matter must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls,

NOW THEREFORE BE IT RESOLVED BY THE

Board of Trustees of the Tyler Independent School District, Smith County, Texas

That the President be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the real property as described on Exhibit "A"

For and in consideration of the cash sum indicated to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the _____ day of _____, _____

President, Board of Trustees

Attest:

Secretary

25,258-C

EXHIBIT "A"

BID ANALYSIS

Cause #: 25,258-A	Acct#: 1-50000-0725-17-006000
Previous Owner: Rubin Johnson	Judgment Value: \$16,247.00
Bid Amount: 12,000.00	Date of Sale: February 5, 2019
Bidders Name: Cesar A. Gonzalez dba CG Construction	Date Bid Submitted: November 18, 2019
Bidders Address: 1704 E. Houston St. Tyler, TX 75702	Sale Recording Date: February 25, 2019
	Redemption Expires: August 25, 2019

PROPERTY DESCRIPTION

LOT 6, BLOCK 725-Q, WILLOWBROOK HEIGHTS ADDITION, UNIT 4, DEED RECORDED IN VOLUME 2217, PAGE 529, DEED RECORDS OF SMITH COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 326 Parkdale Dr.

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	2009-2017	\$ 6,928.26
SMITH COUNTY, CITY OF TYLER AND TJC	2009-2017	\$ 5,297.11

TOTAL: \$12,225.37

COSTS

Court Costs	\$1,572.00 (Payable to District Clerk)
Sheriff's Fees	\$215.00 (Payable to Smith County Sheriff)
Publication Fee:	\$69.78 (Payable to Perdue Law Firm)
Title Research:	\$250.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$62.00 (Payable to Smith County Clerk)

TOTAL: \$2,168.78

PROPOSED DISTRIBUTION

Bid Amount:	\$12,000.00	Costs: \$2,168.78
Net to Distribute:	\$9,831.22	

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.57	\$5,603.80
Smith County, City of Tyler and TJC	.43	\$4,227.42

TOTAL: \$9,831.22

25,258-C

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TYLER INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Tyler Independent School District has become the owner of certain real property by virtue of the fact that sufficient bids were not received at prior tax sales conducted by the Sheriff pursuant to order of the District Court.

WHEREAS, potential buyers of property described in Exhibit "A" referenced in Cause No. 25,369-C TYLER INDEPENDENT SCHOOL DISTRICT vs. ANN WALLACE

have come forward through sealed bid submitted to the Smith County Tax Office, and

WHEREAS, all taxing entities involved in the above referenced matter must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls,

NOW THEREFORE BE IT RESOLVED BY THE

Board of Trustees of the Tyler Independent School District, Smith County, Texas

That the President be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the real property as described on Exhibit "A"

For and in consideration of the cash sum indicated to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the _____ day of _____, _____

President, Board of Trustees

Attest:

Secretary

25,369-C

EXHIBIT "A"

BID ANALYSIS

Cause #: 25,369-C
Previous Owner: Ann Wallace
Bid Amount: \$7,070.00
Bidders Name: Carlos Everhart
Acct#: 1-50000-0502-00-019000
Judgment Value: \$7,070.00
Date of Sale: June 4, 2019
Date Bid Submitted: November 27, 2019
Redemption Expires: December 19, 2019
Sale Recording Date: June 19, 2019
Bidders Address: 1219 W Emma
Tyler, TX 75702

PROPERTY DESCRIPTION

LOT 19, BLOCK 505, COLLEGE STATION ADDITION TO THE CITY OF TYLER, DEED RECORDED IN VOLUME 3819, PAGE 696, DEED RECORDS OF SMITH COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 2200 Moore

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	1996-2018	\$ 5,871.74
SMITH COUNTY, CITY OF TYLER AND TJC	1996-2018	\$ 2,841.72
		TOTAL: \$8,713.46

COSTS

Court Costs	\$1,448.00 (Payable to District Clerk)
Sheriff's Fees	\$215.00 (Payable to Smith County Sheriff)
Publication Fee:	\$62.33 (Payable to Perdue Law Firm)
Title Research:	\$250.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$62.00 (Payable to County Clerk)
TOTAL: \$2,037.33	

PROPOSED DISTRIBUTION

Bid Amount:	\$7,070.00	Costs: \$2,037.33
Net to Distribute:	\$5,032.67	
ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.67	\$3,371.89
Smith County, City of Tyler And TJC	.33	\$1,660.78
TOTAL: \$5,032.67		

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TYLER INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Tyler Independent School District has become the owner of certain real property by virtue of the fact that sufficient bids were not received at prior tax sales conducted by the Sheriff pursuant to order of the District Court.

WHEREAS, potential buyers of property described in Exhibit "A" referenced in **Cause No. 25,954-A TYLER INDEPENDENT SCHOOL DISTRICT vs. CAMBRIDGE BEND DEVELOPMENT L.P.**

have come forward through sealed bid submitted to the Smith County Tax Office, and

WHEREAS, all taxing entities involved in the above referenced matter must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls,

NOW THEREFORE BE IT RESOLVED BY THE

Board of Trustees of the Tyler Independent School District, Smith County, Texas

That the President be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the real property as described on Exhibit "A"

For and in consideration of the cash sum indicated to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the _____ day of _____, _____

President, Board of Trustees

Attest:

Secretary

25,954-A Lot 31

EXHIBIT "A"

BID ANALYSIS

Cause #: 25,954-A	Acct#: 1-50000-1121-02-031000
Previous Owner: Cambridge Bend Development L.P.	Judgment Value: \$27,000.00
Bid Amount: \$4,000.00	Date of Sale: June 4, 2019
Bidders Name: RSB Land Mark Properties LLC	Date Bid Submitted: June 25, 2019
Bidders Address: 502 Woodland Hill Dr.	Sale Recording Date: June 19, 2019
Tyler, TX 75701	Redemption Expires: December 19, 2019

PROPERTY DESCRIPTION

1.143 ACRES, MORE OR LESS, LOT 31, BLOCK 1121-B, UNIT 4, CAMBRIDGE BEND ESTATES, DEED RECORDED IN VOLUME 7715, PAGE 001, ON FEBRUARY 3, 2005 DEED RECORDS OF SMITH COUNTY, TEXAS

PROPERTY SITUS OR LOCATION: *Cambridge Bend*

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	2014-2018	\$ 2,946.42
SMITH COUNTY, CITY OF TYLER AND TJC	2014-2019	\$ 1,617.90

TOTAL: \$4,564.32

COSTS

Court Costs	\$65.00	(Payable to District Clerk)
Sheriff's Fees	\$215.00	(Payable to Smith County Sheriff)
Publication Fee:	\$62.33	(Payable to Perdue Law Firm)
Title Research:	\$100.00	(Payable to Perdue Law Firm)
Deed Recording Fee	\$62.00	(Payable to Smith County Clerk)

TOTAL: \$504.33

PROPOSED DISTRIBUTION

Bid Amount:	\$4,000.00	Costs: \$504.33
Net to Distribute:	\$3,495.67	

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.65	\$ 2,272.19
Smith County, City of Tyler and TJC	.35	\$ 1,223.48

TOTAL: \$3,495.67

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TYLER INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Tyler Independent School District has become the owner of certain real property by virtue of the fact that sufficient bids were not received at prior tax sales conducted by the Sheriff pursuant to order of the District Court.

WHEREAS, potential buyers of property described in Exhibit "A" referenced in Cause No. 24,042-B TYLER INDEPENDENT SCHOOL DISTRICT vs. YULANDA ROCHELLE SEATON

have come forward through sealed bid submitted to the Smith County Tax Office, and

WHEREAS, all taxing entities involved in the above referenced matter must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls,

NOW THEREFORE BE IT RESOLVED BY THE

Board of Trustees of the Tyler Independent School District, Smith County, Texas

That the President be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the real property as described on Exhibit "A"

For and in consideration of the cash sum indicated to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the _____ day of _____, _____

President, Board of Trustees

Attest:

Secretary

24,042-B

EXHIBIT "A"

BID ANALYSIS

Cause #: 24,042-B	Acct#: 1-50000-0349-00-003010
Previous Owner: Yulanda Rochelle Seaton	Judgment Value: \$3,570.00
Bid Amount: \$3,600.00	Date of Sale: April 1, 2014
Bidders Name: Carlos Everhart	Date Bid Submitted: September 27, 2019
Bidders Address: 1219 W. Emma Tyler, Texas 75708	Sale Recording Date: April 17, 2014
	Redemption Expires: October 17, 2014

PROPERTY DESCRIPTION

LOT 3A, BLOCK 349, IN THE CASPARY ADDITION, DEED RECORDED IN VOLUME 5919, PAGE 56, DEED RECORDS OF SMITH COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 1112 Lollar St.

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	1992-2012	\$ 1,737.21
SMITH COUNTY, CITY OF TYLER AND TJC	1992-2012	\$ 846.93
		TOTAL: \$2,584.14

COSTS

Court Costs	\$1,045.00 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$113.88 (Payable to Perdue Law Firm)
Title Research:	\$200.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$62.00 (Payable to Smith County Clerk)
TOTAL: \$1,590.88	

PROPOSED DISTRIBUTION

Bid Amount:	\$3,600.00	Costs: \$1,590.88
Net to Distribute:	\$2,009.12	
ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.67	\$ 1,346.11
Smith County, City of Tyler and TJC	.33	\$ 663.01
TOTAL: \$2,009.12		

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TYLER INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Tyler Independent School District has become the owner of certain real property by virtue of the fact that sufficient bids were not received at prior tax sales conducted by the Sheriff pursuant to order of the District Court.

WHEREAS, potential buyers of property described in Exhibit "A" referenced in Cause No. 25,954-A TYLER INDEPENDENT SCHOOL DISTRICT vs. CAMBRIDGE BEND DEVELOPMENT L.P.

have come forward through sealed bid submitted to the Smith County Tax Office, and

WHEREAS, all taxing entities involved in the above referenced matter must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls,

NOW THEREFORE BE IT RESOLVED BY THE

Board of Trustees of the Tyler Independent School District, Smith County, Texas

That the President be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the real property as described on Exhibit "A"

For and in consideration of the cash sum indicated to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the _____ day of _____, _____

President, Board of Trustees

Attest:

Secretary

25,954-A Lot 32

EXHIBIT "A"

BID ANALYSIS

Cause #: 25,954-A Acct#: 1-50000-1121-02-032000
Previous Owner: Cambridge Bend Development L.P. Judgment Value: \$27,000.00
Bid Amount: \$4,000.00 Date of Sale: June 4, 2019
Bidders Name: RSB Land Mark Properties LLC Date Bid Submitted: June 25, 2019
Bidders Address: 502 Woodland Hill Dr. Sale Recording Date: June 19, 2019
Tyler, TX 75701 Redemption Expires: December 19, 2019

PROPERTY DESCRIPTION

0.419 ACRES, MORE OR LESS, LOT 32, BLOCK 1121-B, UNIT 4, CAMBRIDGE BEND ESTATES, DEED RECORDED IN VOLUME 7715, PAGE 001, ON FEBRUARY 3, 2005 DEED RECORDS OF SMITH COUNTY, TEXAS

PROPERTY SITUS OR LOCATION: *Cambridge Bend*

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	2014-2018	\$ 2,946.42
SMITH COUNTY, CITY OF TYLER AND TJC	2014-2018	\$ 1,617.90

TOTAL: \$4,564.32

COSTS

Court Costs	\$65.00 (Payable to District Clerk)
Sheriff's Fees	\$215.00 (Payable to Smith County Sheriff)
Publication Fee:	\$62.33 (Payable to Perdue Law Firm)
Title Research:	\$100.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$62.00 (Payable to Smith County Clerk)

TOTAL: \$504.33

PROPOSED DISTRIBUTION

Bid Amount:	\$4,000.00	Costs: \$504.33
Net to Distribute:	\$3,495.67	

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.65	\$ 2,272.19
Smith County, City of Tyler and TJC	.35	\$ 1,223.48

TOTAL: \$3,495.67

Subject: Consider Approval of Competitive Sealed Proposal Delivery Method in 2020

BACKGROUND INFORMATION

The Texas Government Code Chapter 2269 authorizes school districts to utilize several different methods for procurement of construction contracts. The delivery methods available to school districts are as follows:

- Competitive bidding
- Competitive sealed proposals
- Construction management, agency
- Construction management–at-risk
- Design/build
- Job order contracting

ADMINISTRATIVE CONSIDERATION

The administration has used several different construction contract delivery methods as required by law successfully in the past. For projects foreseen in 2020, the administration has determined that the competitive sealed proposal method will bring the best value for the school district.

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board approve the Competitive Sealed Proposal delivery method for the construction of selective projects in 2020.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Tim Loper

02-17-20

Subject: TASB Localized Policy Update 114 – Local Policies, CDA, CH, CKC, CKE, CQ, CQB, DFFA, DH, EHBB, FDE, FFAA, FFB, FFBA, FL, GBAA, and GKA.

BACKGROUND INFORMATION

TASB Policy and Legal Services regularly monitors federal and state authorities to identify changes in the legal framework for local school district governance and management. Generally, these changes are accumulated into a numbered update, usually encompassing many policy codes.

Local policy replacements, additions, and deletions are listed below.

ADMINISTRATIVE CONSIDERATION

Localized Policy has been reviewed by the district administration to make corrections as needed that reflect the practices of the district and the intentions of the board for the following policies:

CDA(LOCAL): OTHER REVENUES INVESTMENTS
REPLACE POLICY

CH(LOCAL): PURCHASING AND ACQUISITION
REPLACE POLICY

CKC(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT EMERGENCY PLANS
REPLACE POLICY

CKE(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT SECURITY PERSONNEL
REPLACE POLICY

CQ(LOCAL): TECHNOLOGY RESOURCES
REPLACE POLICY

CQB(LOCAL): TECHNOLOGY RESOURCES CYBERSECURITY
ADD POLICY

DFFA(LOCAL): REDUCTION IN FORCE FINANCIAL EXIGENCY
REPLACE POLICY

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT
REPLACE POLICY

EHBB(LOCAL): SPECIAL PROGRAMS GIFTED AND TALENTED STUDENTS
REPLACE POLICY

FDE(LOCAL): ADMISSIONS SCHOOL SAFETY TRANSFERS
REPLACE POLICY

FFAA(LOCAL): WELLNESS AND HEALTH SERVICES PHYSICAL EXAMINATIONS
REPLACE POLICY

FFB(LOCAL): STUDENT WELFARE CRISIS INTERVENTION
ADD POLICY

FFBA(LOCAL): CRISIS INTERVENTION TRAUMA-INFORMED CARE
ADD POLICY

FL(LOCAL): STUDENT RECORDS
REPLACE POLICY

GBAA(LOCAL): INFORMATION ACCESS REQUESTS FOR INFORMATION
REPLACE POLICY

GKA(LOCAL): COMMUNITY RELATIONS CONDUCT ON SCHOOL PREMISES
REPLACE POLICY

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the board approve this update as it prepares to incorporate the Local policies into the district's Localized Policy Manual.

ACTON REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed.D.

02-17-20

Investment Authority

The chief financial officer and the executive director of financial services shall serve as the investment officers of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

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

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

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 officers shall observe financial market indicators, study financial trends, and utilize available educational tools in order to maintain appropriate investment managerial expertise. Investments shall be made in a manner that ensures the preservation of capital

in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

Investment Management

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

Liquidity and Maturity

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. Maturities longer than one year may be authorized, provided legal limits are not exceeded.

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, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or 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.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

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.
Insurance Funds	Investment strategies for insurance funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, 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	<p>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)]</p> <p>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).</p>
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
Interest Rate Risk	To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

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. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

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

Annual Review

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

Annual Audit

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

**Purchasing
Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place, except as otherwise provided in this policy.

The Superintendent is not required to obtain Board approval for the following types of budgeted purchases:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with law;
2. A purchase made through a cooperative purchasing program or state purchasing program that satisfies the District's obligation for competitive purchasing [see CH(LEGAL)];
3. A continuing or periodic purchase under a Board-approved bid or contract; or
4. A purchase for produce or fuel.

**Purchasing
Procedures**

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL). [See also CH and CBB(LEGAL) as appropriate.]

*Competitive
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids in accordance with state or federal law, as applicable.

*Competitive
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time

of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchase Commitments

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Procurement cards may be used for designated purchases determined by the executive director of financial services.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency; and
3. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

District Police Department	To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission police officers.
Supervisory Authority	The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.
Jurisdiction	The jurisdiction of police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.
Police Authority	<p>Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, District police officers shall have the authority to:</p> <ol style="list-style-type: none">1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.7. Carry weapons as directed by the chief of police and approved by the Superintendent.8. Carry out all other duties as directed by the chief of police or Superintendent. <p>District police officers shall not be assigned routine classroom discipline or administrative tasks.</p>

<i>Temporary Assignment</i>	District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.
Limitations on Nonschool Employment	No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the chief of police and Superintendent.
Relationship with Outside Agencies	The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The chief of police and the Superintendent shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.
Video Monitoring	If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.
<i>Access to Recordings</i>	Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]
Training	All District officers shall receive at least the minimum amount of education and training required by law.
Department Regulations Manual	To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The chief of police and the Superintendent shall review the manual annually and make any appropriate revisions.
<i>Racial Profiling</i>	The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Police officers employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.
<i>Use of Force</i>	The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.
<i>High-Speed Pursuit</i>	Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by

the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.

Complaints

Complaints against a District police officer shall be in writing on a form provided by the District and shall be signed by the person making the complaint. In accordance with law, the District shall provide to the police officer a copy of the complaint. [See Complaints Against Peace Officers at CKEA(LEGAL)]

Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.

Note: For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.

Availability of Access

Access to the District’s technology resources, including the internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.

Limited Personal Use

Limited personal use of the District’s technology resources shall be permitted if the use:

1. Imposes no tangible cost on the District;
2. Does not unduly burden the District’s technology resources; and
3. Has no adverse effect on an employee’s job performance or on a student’s academic performance.

Use by Members of the Public

Access to the District’s technology resources, including the internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

1. Imposes no tangible cost on the District; and
2. Does not unduly burden the District’s technology resources.

Acceptable Use

The Superintendent shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the District and with law and policy.

Access to the District’s technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the District’s technology resources and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

Internet Safety

The Superintendent shall develop and implement an internet safety plan to:

1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
2. Ensure student safety and security when using electronic communications;
3. Prevent unauthorized access, including hacking and other unlawful activities;
4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms.

Filtering

Each District computer with internet access and the District's network systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children's Internet Protection Act and as determined by the Superintendent.

The Superintendent shall enforce the use of such filtering devices. Upon approval from the Superintendent, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

Monitored Use

Electronic mail transmissions and other use of the District's technology resources by students, employees, and members of the public shall not be considered private. Designated District staff shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.

Disclaimer of Liability

The District shall not be liable for users' inappropriate use of the District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, age appropriateness, or usability of any information found on the internet.

Record Retention

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

Electronically Signed Documents

At the District's discretion, the District may make certain transactions available online, including student admissions documents,

student grade and performance information, contracts for goods and services, and employment documents.

To the extent the District offers transactions electronically, the District may accept electronic signatures in accordance with this policy.

When accepting electronically signed documents or digital signatures, the District shall comply with rules adopted by the Department of Information Resources, to the extent practicable, to:

- Authenticate a digital signature for a written electronic communication sent to the District;
- Maintain all records as required by law;
- Ensure that records are created and maintained in a secure environment;
- Maintain appropriate internal controls on the use of electronic signatures;
- Implement means of confirming transactions; and
- Train staff on related procedures as necessary.

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 (TEA) in cybersecurity matters and as required by law report to TEA breaches of system security.
Training	Each District employee and Board member shall annually complete the cybersecurity training program designated by the District. The District shall verify and report compliance with staff training requirements to the Department of Information Resources. Additionally, the District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.
Security Breach Notifications	<p>Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach 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:</p> <ol style="list-style-type: none">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. <p>The District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information to TEA and parents in accordance with law.</p>

**Plan to Reduce
Personnel Costs**

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA];
- Furloughs [see DEA];
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the commissioner [see CEA and provisions at Reduction in Force Due to Financial Exigency, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at Applicability, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, if applicable.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

**Reduction in Force
Due to Financial
Exigency**

Applicability

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

Definitions

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

2. "Discharge" shall mean termination of a contract during the contract period.

General Grounds

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

Employment Areas

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other District-wide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or

2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

Criteria for Decision

The Superintendent shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by the most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA] and any other written evaluative information, including disciplinary information, from the last 36 months. If the Superintendent at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.
3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

Superintendent
Recommendation

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

Board Vote

After considering the Superintendent’s recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].

Notice

The Superintendent shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing of the type determined by the Board.

Consideration for Available Positions

An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

Hearing Request

Nonrenewal: Term Contract

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

Discharge: Chapter 21 Contract

An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

Discharge: Non-Chapter 21 Contract

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DDFA
(LOCAL)

Final Action

Hearing Requested

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

No Hearing
Requested

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action. [See CKE]
2. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use	All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.
Reporting Improper Communication	In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.
Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

Safety Requirements Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

Tobacco and E-Cigarettes An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]

Alcohol and Drugs / Notice of Drug-Free Workplace As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.

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3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:

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- Dishonesty; fraud; deceit; theft; misrepresentation;
- Deliberate violence;
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
- Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
- Felony driving while intoxicated (DWI); or
- Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

Referral	Students may be referred for the gifted and talented program at any time by teachers, counselors, parents, or other interested persons.
Screening and Identification Process	<p>The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.</p> <p>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</p>
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
Identification Criteria	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
Assessments	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
Selection	A selection committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.
Notification	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment	If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.
Transfer Students	When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.
Interdistrict	[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]
Intradistrict	A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.
Furloughs	The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student. In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.
Exit Provisions	The District shall monitor student performance in response to gifted and talented program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, the committee shall meet with the parent and student before finalizing an exit decision.
Appeals	A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.
Program Evaluation	The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members,

administrators, teachers, counselors, students in the gifted and talented program, and the community.

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:

1. The establishment of a gifted and talented program by the District; and
2. That the District's program is consistent with the state plan for gifted and talented students.

**Community
Awareness**

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

Safe Schools Data

The Superintendent shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and
2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
 - a. Attempted murder;
 - b. Indecency with a child;
 - c. Aggravated kidnapping;
 - d. Aggravated assault on someone other than a District employee or volunteer;
 - e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;
 - f. Aggravated robbery; or
 - g. Continuous sexual abuse of a young child or children.

School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a
Violent Criminal
Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent an application for transfer. The Superintendent shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see also FDA and FDB.]

Required Medical Clearance	Prior to participating in a designated University Interscholastic League (UIL) program or other District extracurricular program identified by the Superintendent, a student shall undergo a physical examination in accordance with the required schedule established by the UIL and shall submit a statement from an authorized health-care provider indicating that the student has been examined and medically cleared to participate in the program. In years that a physical examination is not required, the student shall complete a medical appraisal form. A student may be required to have a physical examination based on answers to the appraisal form.
Additional Screening	The District may provide additional screening as District and community resources permit.
Referrals	Parents of students identified through any screening programs as needing treatment or further examination shall be advised of the need and referred to appropriate health agencies.
Notice of Lice	A school nurse or administrator who discovers or becomes aware that a child enrolled in a District elementary school has lice shall provide written or electronic notice to parents within the time frames prescribed in law.

**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.

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.

**Trauma-Informed
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law. The District improvement plan shall specify required training for any other District employees as applicable.

Annual Report

The District shall provide an annual report to the Texas Education Agency on the number of employees who have participated in trauma-informed care training.

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 and records management officer are custodians of all records for currently enrolled students. The records management officer 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 a grade placement committee convened 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 time line 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 executive director of academic intervention 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 academic intervention 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 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 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**

The District has designated the following categories of information as directory information: student name, address, telephone listing, electronic mail address, photograph, date of birth, major field of study, honors, awards received, dates of attendance, grade level,

most recent educational institution attended, participation in officially recognized activities and sports, and weight and height of members of athletic teams.

**Charging for
Personnel Time**

As authorized by law, the District shall charge a requester for additional personnel time spent producing information for the requester after personnel of the District have collectively spent:

1. 36 hours of time during the District's fiscal year; or
2. 15 hours of time during a one-month period.

**Suspension of
Public Information
Act During
Catastrophe**

In the event of a catastrophe, as defined by law, affecting the District, the Board delegates to the Superintendent the authority to suspend the applicability of Government Code Chapter 552 to the District for the period of time permitted by law and provide the required notices to the attorney general and public. The Board shall approve any extension of an initial suspension period.

Access to District Property

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

Ejection or Exclusion under Education Code 37.105

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

Off-Campus Activities

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and E-Cigarettes

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Subject: TASB Localized Policy – Local Policies BE and BED

BACKGROUND INFORMATION

TASB Policy and Legal Services regularly monitors federal and state authorities to identify changes in the legal framework for local school district governance and management. Generally, these changes are accumulated into a numbered update, usually encompassing many policy codes.

Local policy replacements, additions, and deletions are listed below.

ADMINISTRATIVE CONSIDERATION

Localized Policy has been reviewed by the district administration to make corrections as needed that reflect the practices of the district and the intentions of the board.

BE(LOCAL): BOARD MEETINGS
REPLACE POLICY

BED(LOCAL): BOARD MEETINGS PUBLIC PARTICIPATION
REPLACE POLICY

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the board approve these policies as it prepares to incorporate the Local policies into the district's Localized Policy Manual.

ACTON REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed.D.

02-17-20

BOARD MEETINGS

BE
(LOCAL)

Meeting Place and Time	The notice for a Board meeting shall reflect the date, time, and location of the meeting.
Regular Meetings	Regular meetings of the Board shall normally be held on the third Monday of each month at 7:00 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.
Special or Emergency Meetings	<p>The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board or administration.</p> <p>The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.</p>
Agenda	
Deadline	The normal deadline for submitting items for inclusion on the agenda is the seventh calendar day before regular meetings and the fourth calendar day before special meetings. No agenda item shall be added after the agenda is officially posted 72 hours prior to the Board meeting.
Preparation	In consultation with the Board President and Vice President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.
Agenda Review	Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the approval of the Board President or the approval of the Vice President, in the Board President's absence. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future, no later than the next regularly scheduled Board meeting. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.
Notice to Members	Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.

BOARD MEETINGS

BE
(LOCAL)

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Public Access to Agenda

The agenda shall be posted publicly in a timely fashion, as required by law. In addition, the administration shall strive to provide copies of the meeting agenda to guests at the meeting and/or prominently display the agenda throughout the meeting.

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Agenda Format

The order of the regular Board meeting shall generally follow the guidelines as outlined in TASB BoardBook. The Board shall reserve the right to adjust the order of the agenda as deemed appropriate or necessary. [See BE(EXHIBIT) for a sample agenda]

The Board President shall make an opening statement to set the tone of the meeting and explain the guidelines.

Rules of Order

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Conduct of Meeting

Guidelines for Board member protocol shall be as follows:

1. Board members shall act and dress professionally.
2. Board members shall handle all interactions with each other, the Superintendent, staff, and the public with respect.
3. Board members shall refrain from responding to speaker comments or addressing the audience.
4. Discussions shall be addressed to the Board President and then the entire membership.
5. Discussions shall be directed solely to the business currently under deliberation, and the Board President shall reserve the right to close discussions that do not apply to the business before the Board.
6. The Board President shall preside with fairness and provide Board members with equal time. No Board member shall be

permitted to procure substantial time extraordinary of other Trustees' participation.

7. The Board President shall close discussions if the Board has agreed to a time limitation for discussion of an item and that time limit has expired.
8. An administrative designee shall serve as timekeeper.
9. The Board President shall not interfere with debate so long as members wish to address an item under consideration.
10. Board members shall, in every way, strive to make Board meetings effective, efficient, and professional.

Guidelines for audience protocol shall be as follows:

1. The audience shall be expected to remain quiet during the meeting.
2. All cell phones and other electronic devices shall be turned off or set to vibrate.
3. The audience shall be expected to refrain from cheering, clapping, or audibly commenting during the business portion of the meeting.
4. The audience shall be prohibited from displaying signs, posters, or placards inside the room where the Board meeting is being held.
5. If disruption occurs, the Board President shall have the authority to ensure order through verbal warnings and/or removal of the individual or individuals from the premises by law enforcement. Continued disruption may result in criminal charges. [See BED]

Guidelines for speaker protocol shall be as follows:

1. Speakers shall be required to fill out a speaker participation form prior to speaking. The deadline for completing and submitting a speaker's form shall be ten minutes prior to the start of the regular Board meeting.
2. Speakers shall be acknowledged by the Board President before speaking and must state their first and last name and the intended topic of comments.
3. Speakers shall refrain from direct questions to Board members, the Superintendent, District staff, or members of the audience while speaking.

BOARD MEETINGS

BE
(LOCAL)

4. Speakers may not accrue minutes from other speakers.
5. Speakers shall not use profane or vulgar language.
6. Speakers shall refrain from making personal attacks against any person.
7. Speakers shall remain in the designated area for public comment.

The Board President shall reserve the right to conclude a speaker's privileges to address the Board if any of these provisions are violated.

Voting

Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights].

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes

Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary. Minutes of the meeting shall be official only after being approved at a subsequent regularly scheduled Board meeting.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

**Limit on
Participation**

Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

Public Comment
Regular Meetings

At regular Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting.

Special Meetings

At all other Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

Procedures

Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins and shall indicate the agenda item or topic on which they wish to address the Board. The deadline for completing and submitting a speaker's form shall be ten minutes prior to the start of the regular session of the Board meeting.

Public comment shall occur prior to any action item considered by the Board.

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed five minutes per meeting.

Meeting
Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

**Public Participation
Statement**

The following statement shall be read at the beginning of the public comment portion of the agenda:

We are now at the scheduled time in our agenda for public comment. The Board wishes to hear your thoughts and concerns. As per Board policy, all speakers must have submitted a speaker participation form at least ten minutes prior to the start of our regular session.

All registered speakers should have received a card with our guidelines for your presentation. We also ask those in the audience to refrain from responding to the speaker's comments, including cheering and applauding. This will enable the Board members to focus their attention entirely on the speaker.

Although the Board may ask clarifying questions, please be reminded that Board members may not respond to any comments.

Tonight we have individuals signed up to speak. Each will have five minutes for their public presentation.

Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

Complaints and Concerns

The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution:

Employee complaints: DGBA

Student or parent complaints: FNG

Public complaints: GF

Open Forum Protocol

A public speaker:

1. Must have submitted a speaker participation form to the Superintendent's secretary or designee by the appropriate deadline;
2. Must be first acknowledged by the Board President before publicly speaking;
3. Shall state his or her first and last name and state the intended topic;
4. May address the Board only on matters relating to the District;
5. Is permitted to speak for not more than five minutes;
6. May have allotted time reduced if an unusually large number of persons wish to speak or if multiple speakers wish to address the same issue;
7. May not accrue time from other speakers;
8. Shall not use profane or vulgar language;

9. Shall refrain from making personal attacks against any person; and

10. Shall stay in the designated location for speaking.

Although the Board may ask clarifying questions, Board members may not respond to any comments.

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

Subject: Memorandum of Understanding with Tyler Junior College for Early College High School

BACKGROUND INFORMATION

Tyler ISD was granted an Early College High School designation by the Commissioner of Education, commencing with the 2015-2016 school year. Essential to sustaining this designation is maintaining a Memorandum of Understanding with a partner of high education. Tyler Junior College has made the commitment to support this program and is vested in the continued development of this joint partnership to benefit students in grades 9-12 in Tyler ISD.

ADMINISTRATIVE CONSIDERATION

The Memorandum of Understanding establishes the duties and responsibilities for the partnership with Tyler Junior College for Tyler ISD Early College High School.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the Memorandum of Understanding between Tyler Junior College and Tyler ISD for the Early College High School partnership for the 2020-2021 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Stuart Bird
Vanessa Holmes
DeSenna M. Frazier

02-17-20



**Memorandum of Understanding
Tyler Junior College and Tyler Independent School District
For 2020-2021 Tyler Early College High School**

This Memorandum of Understanding is hereby entered into by and between Tyler Junior College, a political subdivision, (hereinafter called “the College” or TJC), acting by and through its President; and the Independent School District, a Texas political subdivision (hereinafter called “the School District” or “the ECHS”), acting by and through its Superintendent.

I. PREAMBLE

WHEREAS the parties of this Memorandum of Understanding desire to establish the agreement between the School District and Tyler Junior College, the goal will be to provide dual enrollment for dual credit college courses for high school students, serving grades 9-12. The majority of the student population of the School District will be composed of first-generation college students from low-income families, at-risk students from disadvantaged groups, students who may not have received the academic preparation necessary to meet for-credit colleges entrance standards, students who are English language learners, students whose family obligations keep them at home, and students for whom the cost of college is prohibitive. Potential students for the ECHS will be screened through an application process to determine motivation and commitment to the rigor of a pre-college and college level curricula.

WHEREAS traditionally, Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort), which provide the students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60) and/or a certificate or an associate’s degree, and

WHEREAS Early College High Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high demand/high skill career preparation, improve academic performance, and increase high school and college/university completion rates;

WHEREAS both the School District and TJC are willing and able to participate in the facilitation of this program to benefit the students the program seeks to assist;

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

II. GOALS

- A. GOAL 1:** Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of ECHS, including enrollment and fee policies.
 - 1. Update the website at www.tjc.edu/dualcredit to include information regarding Early College High School benefits to students, such as cost, convenience, access, transfer of credit.
 - 2. Develop collaborative information sessions for students and parents at TJC and the School Districts.

- B. GOAL 2:** ECHS programs will assist high school students in the successful transition to and acceleration through postsecondary education.
 - 1. Provide a summer bridge program for new and transitioning Early College High School (ECHS) students.
 - 2. Guide students from application through completion at TJC through clear pathways, advising and career planning.
- C. GOAL 3:** All ECHS students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
 - 1. Revise the Admissions and Registration steps to include academic advising for all ECHS students after each student completes 15 hours of college credit.
 - 2. Provide face-to-face and/or online access to advising, disability services and tutoring for ECHS students.
- D. GOAL 4:** The quality and rigor of ECHS courses will be sufficient to ensure student success in subsequent courses.
 - 1. Academic Advisory Committee: a committee comprised of TJC faculty, deans, and department chairs will develop processes and procedures to ensure academic integrity of college courses, including content, instruction and rigor.
 - 2. High School Accountability Committee: a committee comprised of School District designated representatives, including a cross-sampling of larger and smaller public and private School Districts will meet to develop and assess accountability measures implemented at all Dual Credit and ECHS sites.

III. STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

A. GOVERNANCE

- 1. **TEXAS ADMINISTRATIVE CODE:** Governance of the ECHS is provided in Texas Administrative Code (TAC), Title 19, Part 1, Chapter 4, Subchapter G. Additional laws governing Dual credit are found in Subchapter D.
[https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=5&ti=19&pt=1&ch=4&sch=G&rl=Y](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=19&pt=1&ch=4&sch=G&rl=Y), and
[https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=5&ti=19&pt=1&ch=4&sch=D&rl=Y](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=19&pt=1&ch=4&sch=D&rl=Y)
- 2. **APPLICATION FOR ECHS:** The ECHS established under this agreement is be governed by state and federal laws and regulations, as well as School District, and College policies requirements. The School District shall, at its sole discretion, apply to the Texas Education Agency for the establishment and continual approval of an Early College High School designation. Responsibilities of the College are subject to approval of the TJC Leadership Team. Failure to apply or seek approval from the Texas Education Agency shall not be a breach of this Memorandum of Understanding (MOU).
- 3. **LEADERSHIP TEAM:** A Leadership Team will be developed and comprised of an agreed upon number of representatives of TJC and the School District, and co-chaired by the TJC President and the School District Superintendent or respective designees. The team will work to meet established benchmarks in Target Population, Partnership Agreement (MOU), Curriculum and Student Support Services, Academic Rigor and Readiness, Community Partnerships and the College Culture. The Leadership Team will address issues of sustainability, including budget and cost arrangements, regional and national partnerships, and planning for leadership change in the

district or College as it concerns the ECHS. The Leadership Team may make reports, as requested, to their respective boards.

4. **PRINCIPAL:** The ECHS principal will be appointed by the Superintendent of the School District, and will be an employee of the School District. The School District will be responsible for payment of benefits, if any, to the administrator, and the administrator shall not be entitled to receive employee benefits from the College, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The School District assumes full responsibility for workers' compensation insurance and for payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, Medicare and income taxes with respect to the administrator. Should the school administrator position become vacant and the need to appoint a new administrator arises, following all School District Human Resources Policies and Procedures, TJC, upon approval by the School District, will have the opportunity to be represented on the administrator search committee and take part in the selection process. The School District agrees to assign the ECHS Principal as soon as a qualified candidate is identified and hired.
5. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

B. LOCATION OF CLASSES

Tyler Junior College
1400 E. Fifth Street
Tyler, TX 75701

Tyler ECHS
2800 West Shaw Street
Tyler, TX 75701

- C. **INSTRUCTIONAL CALENDAR:** The instructional calendar of the ECHS will contain and reflect all of the College's major holidays and campus closings. All ECHS students and faculty are required to follow the TJC academic calendar and deadlines. The entire college-level course must be taught within the TJC academic term.

D. COURSES AND CURRICULUM

1. **PROVISION OF ELIGIBLE COURSES:** The ECHS will provide all courses for high school only credit. The College will award transcript credit for dual credit courses that have been approved by TJC and the ECHS. Provided courses shall be evaluated and approved through the College curriculum approval process, and shall be taught at the college level. Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses. Academic dual credit courses will be applicable to the pursuance of a baccalaureate degree.
2. **COMPOSITION OF CLASS:** Dual credit courses may be comprised of ECHS and dual credit students only or of ECHS, dual credit and college credit students. Exceptions for a mixed class that combines college credit and high school credit-only students may be allowed only when the creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions outlined in the TAC, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85 listed below:
 - a. If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.

- b. If the high school credit-only students are College Board Advanced Placement students. (ACGM and WECM student learning outcomes for the College course will supersede additional content required for College Board advanced placement exams.)
- c. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credits.

If the School District enrolls non-dual credit high school students in a dual credit course, the School District must submit an annual *Course Exception Report Memorandum* following the procedures in the *TJC Dual Credit and ECHS Procedures Manual*.

3. **DEGREE PLAN:** The College will approve Associate of Arts, Associate of Science, and Associate of Applied Science degrees and Certificates in which ECHS students may enroll. Career Planning and Academic Advising will guide students toward selection of a degree plan. Students must declare a major and receive advising after taking 15 hours of college credit.

4. **COURSES OF STUDY AND CURRICULUM:** TJC and the ECHS shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC Sub. D, Rule 4.28), an associate's degree or up to 60 credit hours towards a baccalaureate degree during grades 9-12. Selected courses must be from the declared and approved degree plan.
 - a. The ECHS will provide students with academic, social, and student support services in the high school course of study.
 - b. The ECHS is responsible for ensuring that state course requirements for high school graduation are fulfilled.
 - c. The ECHS will provide students access to instructional materials on or before the first class day according to the College academic calendar.
 - d. The College will provide students with academic and student support services for the college-level course of study.
 - e. The College shall ensure that curricula offered for college credit and comparable courses offered by the College are equivalent with respect to the curriculum, materials, instructional activity, and method/rigor of evaluation of student performance. (TAC Sub. G, Rule 4.157)
 - f. The College will regularly update the ECHS counselor and principal regarding College curricular changes.

5. **COLLEGE COURSES:**
 - a. Dual credit courses under the governance and assessment of TJC are college level classes in curricula, content, rigor, grading and weighting, and instruction during the College term, which may provide both college transcript credit and high school credit.
 - b. Dual credit courses must follow the TJC departments' established syllabi, as well as the grading/weighting of assignments, exams, labs and projects to maintain the academic integrity and rigor of the college course.
 - c. The School District may not impose additional curricular requirements on the college class or the instructor of record for the college course.
 - d. Dual credit courses use the College's approved learning management system and gradebook. The gradebook must be kept up to date weekly for students to maintain awareness of status in the course.

- e. All evaluations and observations of TJC College classes and dual credit professors must be completed by a TJC department chair or faculty member designated by the department chair. School District evaluations taking place cannot change the college curriculum, rigor, grading, weighting or pedagogy.
6. **COURSE COMPLIANCE:** Designated TJC personnel will monitor the quality of instruction in order to assure compliance with the standards established by TJC. Regardless of location, dual credit courses will be equivalent in all aspects. Syllabi, course outlines, and departmental requirements will be completed by the College as determined for courses that are offered for college credit. Coursework is expected to be college level and not include additional high school assignments or projects.
 7. **TRANSCRIPTION OF CREDIT:** The College and the School District will transcript dual credit courses for both college credit and high school credit, respectively, immediately upon student completion of the performance required in each course and the professor entering grades by the submission deadline.
 8. **ADMINISTRATION OF STATEWIDE INSTRUMENTS AND COLLEGE ASSESSMENTS:** The School District and ECHS shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39 and shall adopt a policy that requires a student's performance on an end-of-course assessment instrument for a course listed in this subsection in which the student is enrolled when required by the state. In addition, The School District must administer the Texas Success Initiative (TSI) college placement exam beginning with (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able to do so.

E. FACULTY

1. **PROVISION OF FACULTY:** The ECHS will provide and be responsible for evaluation and assessment of instructors and staff for high school credit-only courses conducted at the ECHS. The College will credential and where appropriate provide instructors for all dual-credit courses, provided each class meets the minimum (10) and maximum allotments as indicated in the *Dual Credit and ECHS Procedures Manual*. Internet classes without the minimum of ten students may be paired with an internet section from another TJC section in order to provide the course and faculty.
2. **HIRING AND SELECTION OF FACULTY:** The College shall select and/or approve instructors of all college-level curricula offered for college credit in an ECHS. These instructors must be regularly employed faculty members of the College or meet the same standards indicated in the TJC Board Policy Manual (DBA-Regulation). All college-level faculty must complete the hiring process at TJC in addition to being hired by the School District. A criminal background check must be provided for all professors as required by Texas Government Code Chapter 411. (TAC, Title 19, Part 1, Ch. 4, Subchapter G, 4.156) TRS benefits for full-time faculty will be provided by the full-time employment institution.
3. **SUPERVISION AND EVALUATION OF FACULTY:** The School District will provide and will be responsible for the evaluation, assessment, and approval of teachers and staff for high school credit-only courses. The College shall supervise and evaluate instructors of college-level curricula offered for college credit using the same or comparable procedures used for faculty at the College Campus. (TAC, Title 19, Part 1, Ch. 4, Subchapter G, 4.156)

4. GOVERNANCE: Faculty of the College are responsible to the College. Faculty of the School District are responsible to both the College and the School District as follows:
 - a. The College governs the curriculum, content, rigor, textbook, resources, grading/weighting, instruction, and evaluation of college-level teaching.
 - b. The School District governs all non-academic and School District aspects of employment.
 - c. Faculty of college credit courses are required to follow the departmentally established syllabi, timelines and weighting of course assignments/ testing/labs to maintain the integrity of college courses. Dual credit and ECHS faculty must attend College Department meetings as required by the Department Chair.

5. HUMAN RESOURCES: The School District will collaborate with the College to ensure that all School District Faculty applying to teach dual credit courses meet the credential requirements as stated in the College's Board Policy Manual (DBA-Regulation). The School District is required to agree to full information sharing in the event of an investigation of a personnel matter regarding Dual credit Faculty.
 - a. Academic complaints or grievances against any Dual credit faculty member should follow the TJC Grievance policy in the TJC Board Policy Manual (FLDB-Regulation).
 - b. Complaints or concerns against or proposed removals of dual credit faculty teaching a College course are required to be reported to the Director of School District Partnerships as well as the appropriate Department Chair, Dean, and the College's Office of Human Resources to the attention of Human Resources Assistant Director of Employee Relations and Compliance for investigation (DL-Regulation).
 - c. The School District will comply with Title IX of the Education Amendments 1972 regulations as stated in the College's Board Policy, Freedom from Discrimination, Harassment, Retaliation and Sexual Misconduct and the School District Title IX policy in resolving complaints.
 - d. The College and the School District will work collaboratively and timely to share all information necessary in the event of an investigation of a personnel matter.
 - e. Reassignment of dual credit faculty for dual credit courses currently being offered, should not impede the progress of the course and should occur only under extreme circumstances. As the credit granting authority of the college course, TJC retains the right to approve, reassign, and/or end association with credentialed faculty teaching its courses.
 - f. Any termination or suspension of employment with the School District will automatically cause termination or suspension from the College.
 - g. TJC reserves the right to end association with any dual credit professor employed by the School District who refuses to abide by TJC departmental and College standards, who continues to exhibit poor performance, receives poor evaluations, and/or violates TJC Board Policy, processes and/or procedures.
 - h. TJC acknowledges and understands that nothing in this MOU is intended to give TJC any authority to employ or release any employee of the School District from the School District, and that any decisions regarding the employment of School District employees may only be made by, and are at the sole discretion of the School District.

6. PROFESSIONAL DEVELOPMENT FOR ECHS FACULTY: The ECHS and TJC shall provide opportunities for dual credit faculty and higher education faculty to collaborate through planning, teaching, and professional development. The ECHS will provide common planning time for dual credit instructional faculty and other appropriate staff, including school leaders and, when possible, higher education faculty. The College requires all dual credit Faculty to complete professional development requirements of Adjunct Faculty in compliance with Board Policy (DK-Regulation). Additionally, dual credit Faculty employed by the School District may be provided by TJC:

- a. A full-time TJC Faculty mentor to assist with College procedures and standards.
- b. Annual dual credit professional development sessions.

7. RESPONSIBILITIES OF FACULTY: All Full-time, adjunct, dual credit and ECHS faculty must follow the job description and requirements of TJC faculty as designated in TJC Board Policy and as found in the Addendums of this MOU, including, but not limited to the following aspects:

- a. **ENROLLMENT REPORTING, VERIFICATION AND ATTENDANCE:** All full-time, adjunct, dual-credit faculty are required to report enrollment according to the TJC Academic Calendar deadline. Enrollment reporting completes verification of rosters for the College. Only students on the College roster will receive college credit for the course. Faculty must verify rosters between the High School and the College. Dual credit faculty must keep accurate records of attendance, including last date of attendance for students who receive a grade of F.
- b. **GRADEBOOKS:** Faculty are required to maintain college credit grades in the current gradebook system of the College. Faculty are required to complete TJC's online or face to face gradebook training before classes begin. All full time and adjunct faculty are required to maintain accurate grades using the grading rubric set by the specific TJC department. Faculty are required to deliver final grades according to the TJC Academic Calendar.
- c. **GRADE REPORTING:** All full-time, adjunct, and dual credit faculty are required to report final semester grades according to the TJC Academic Calendar. Faculty are not required by the College to report 6-week or 9-week grades. Faculty must maintain letter and numeric grading for the College and the ECHS, respectively.
- d. **ASSESSMENT REPORTING:** Faculty are required to administer and evaluate student assessment materials, both general education and department level, as well as collect and report data to the respective Department Chair.
- e. **SICK LEAVE:** Faculty requiring absence due to illness should prepare a college-level assignment/project for students to complete in place of a face-to-face class. The assignment should be equivalent in length to a traditional class time. In the event that an extended administrative/FMLA/sick leave of more than 3 days or cumulative absences that extend more than 3 days over a semester involves an THE SCHOOL DISTRICT employee/TJC adjunct, it is the responsibility of the School District to inform the appropriate Department Chair or Dean within 24 hours.

F. GRADING PERIODS AND POLICIES: Semester grades and grading policies are outlined in each professor's course syllabus and posted in the online learning management system as well as on the College website. ECHS students will be informed by the course instructor regarding academic progress/grade status prior to the Last Day to Drop/Withdraw deadline at the College. Students should speak with the course instructor, request support services, including tutoring, prior to withdrawal from the college course. ECHS students struggling to maintain a passing grade should weigh the pros and cons of withdrawing from the class. ECHS personnel are responsible for advising ECHS students concerning academic progress in the high school component of the program. The School District may request a grade report from students, if necessary.

- 1. **FINAL GRADE REPORTS:** All grade reports for students will be produced and disseminated electronically through the student portal of TJC following the end of TJC's academic semester. Semester and cumulative GPAs will be reflected on grade reports. All transcript corrections are updated prior to the next grade reporting period. It is the responsibility of the College Registrar to

ensure that all applicable security and confidentiality requirements for the reporting and posting of grades and the maintenance of transcripts are met. Grade reports to the School Districts will occur within one week of the end of the semester.

2. **WEIGHTING, GPA, AND ACADEMIC STANDING:** The ECHS shall follow School District policy as to the weighting system of college grades for the ECHS student's final high school grade point average (GPA). ECHS students are expected to meet academic standards for coursework completed through TJC as defined in the College's Academic Catalog. ECHS students placed on Academic Probation may enroll in summer and short-term sessions at their own personal cost for the purpose of raising their cumulative GPA to the level required for Good Standing. Please note: 3- and 4-week terms are instructed at a very accelerated pace and this learning method might not be best for all students.
3. **GRADING METRIC:** TJC utilizes the following grading policy, and provides final grades to the School District. Faculty will maintain letter and numeric grades for use by the College and the ECHS, respectively.

Grade	Interpretation	Grade Points Per Semester Hour
A	Excellent	4.0
B	Good	3.0
C	Satisfactory	2.0
D	Minimum Passing	1.0
F	Failing	0.0
I	Incomplete	Not Computed
W	Withdrawal	Not Computed

4. **UIL ELIGIBILITY:** As the College does not provide six (6) week or nine (9) week grades, the College recommends that the high school review the UIL and TEA rules regarding eligibility of students enrolled in dual credit courses.

G. STUDENT ENROLLMENT REQUIREMENTS AND ACADEMIC POLICIES:

1. **STUDENT ELIGIBILITY:** Students accepted to the ECHS are eligible to participate in dual credit courses within their declared major upon meeting the minimum passing scores on the assessment instruments as listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter D, §4.85.
2. **ENROLLMENT PROCESS:** The College will assist with enrollment for all ECHS students eligible for dual credit courses. ECHS students must follow the College's Admissions, Advising, and Registration requirements as stated in the College Catalog found on the TJC website, the *TJC Dual Credit and ECHS Procedures Manual*, and guidelines found on the TJC Dual Credit and Early College website: <https://www.tjc.edu/dualcredit>.
3. **CONTINUED ENROLLMENT:** Enrollment in dual credit courses is contingent upon the following:
 - a. An ECHS student will maintain academic standards for coursework completed through TJC.
 - b. An ECHS student who is indebted to TJC for any reason will not be allowed to register until all financial obligations due to the College are cleared.
4. **COURSE OFFERINGS:** The ECHS administrator's office and Counseling Center, working with the College's Early College High School Programs and Service Office, will maintain a schedule of courses that will be offered to every cohort class for planning and advising and will share information regarding student enrollment.

5. **STUDENT ATTENDANCE POLICIES:** ECHS students will be required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between the ECHS, the College and the Texas Higher Education Coordinating Board (THECB). Students absent from TJC classes due to competitive athletic events and/or competitive academic extracurricular high school activities abide by the same policies as all other TJC students in giving prior notice to the professor and submitting or completing assignments before the absence. https://www.tjc.edu/downloads/file/1490/student_handbook
6. **STUDENT CONDUCT:** ECHS students will be required to adhere to the regulations of the College regarding facilities and equipment usage, TJC and School District codes of conduct and policies, and are subject to appropriate action taken by the School District and the College. https://www.tjc.edu/downloads/file/1490/student_handbook
7. **STUDENT COMPLAINTS:** Student Grievance or complaint procedures for handling student complaints, regarding the college course, are applicable to all students including those enrolled in ECHS courses. Early College students with complaints shall follow the procedures as stated in the **Student Grievance or Complaint Procedures** as published in the College Student Handbook. https://www.tjc.edu/info/20017/consumer_information/267/grievance_and_complaint_procedures/1
8. **WITHDRAWAL FROM ECHS:** Students withdrawing from the ECHS will be dropped from all college courses.

H. STUDENT SUPPORT, TEXTS AND RESOURCES

1. **SERVICES FOR STUDENTS:** Specific services, programs, and activities that may be used by dual credit students include the following: Academic Advising, Apache Access, Apache Alerts and the Immediate Notification System, Career Planning, Computer Lab Center/Technical Assistance Center, Computers and Information Technology Service Desk, Degree Works, Distance Education (Online Degrees Website, Testing, Surveys, Calling Online Students), Google Apps, Student Support Services (Counseling, Disability Services, Tutoring, Testing Services, University Transfer Center, Vaughn Library/Learning Resource Center), and Student Programs and Activities (Athletic Events, Honor Societies, Ornelas Health and Physical Education Center). Students may access the following services at the dual credit site (all delivered primarily electronically unless otherwise noted): Academic Advising (delivered in person and/or online), Apache Access, Apache Alerts and the Immediate Notification System, Technical Assistance Center, Information Technology Service Desk, Degree Works, Distance Education Resources, Google Apps, and Vaughn Library Learning Resources.
2. **ADVISING:** The College and School District shall offer comprehensive college advising services for all dual credit and ECHS students consisting of group advising using Degree Works, face-to-face or online advising with the College's ECHS advisor. Academic advising for each student includes interpretation of test scores, selection of a major field of study, development of an educational plan, selection of courses and confirmation of final coursework, and interpretation of TJC course transferability and progress from an associate's degree to a bachelor's degree at a university.

The College will provide academic and workforce advising consistent with the policies of the Office of Academic Advising. https://www.tjc.edu/info/20025/academic_advising

The School District will provide information to TJC to verify student eligibility to enroll in dual credit courses.

3. **DISABILITY SERVICES:** The College and the School District will adhere to the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008. Accommodations for a dual credit student will be reviewed after the student has requested accommodations through his/her Apache Access (Campus Life, Support Services, Request Accommodations) then meets with the Director of Disability Services or College designee and provides the appropriate documentation. The Director of Disability Services or College designee may coordinate class accommodations with the College faculty pending the outcome of discussing the request and needs with the student. <https://www.tjc.edu/Disabilities/>
4. **TUTORING:** The College provides free tutoring to all TJC students in a face-to-face and online format. All tutors have been trained and are eager to help students succeed in college. To schedule an appointment, call 903-510-2577. The Apache Tutoring Center is located on the 2nd floor of the Vaughn Library. The Apache Tutoring Center also offers interactive student workshops on becoming better writers, readers, and college students through improving their study habits. <https://www.tjc.edu/info/20044/tutoring>
5. **BOOKS, DIGITAL RESOURCES AND SUPPLEMENTAL MATERIALS:** The School District must provide all textbooks (printed or digital resources), lab equipment, required workforce equipment, software, materials and supplemental materials needed for ECHS students taking dual credit courses and regular college courses on or before the first class day. The College approves and updates textbooks as indicated in TJC Board Policy. The following procedures must be strictly observed:
 - a. The College Office of School District Partnerships must provide the School District a list of approved textbooks, digital resources and supplemental materials for the following academic year by May 1.
 - b. Students attending classes on the College campus or via internet must have the current text and materials as required for all TJC students enrolled in the course.
 - c. Textbooks and materials purchased by the ECHS for college courses on the ECHS campus may be used for a period of up to three (3) years from the date of purchase if bought in the first year of the approved cycle. If the text is not purchased in the first year of the three-year cycle, the textbook will be approved for the remaining years of the cycle.
 - d. In some cases, there is an annual or two-year cycle. It is the School District's responsibility to verify the textbook being ordered is the most recently approved text. Verification is made through the appropriate Department Chair.
 - e. In limited circumstances, School Districts may request an alternate text of equal or greater rigor, provided they complete and receive approval using the *Alternate Textbook Request Form* according to the procedures in the *TJC Dual Credit and ECHS Procedures Manual* by May 31 prior to the new academic year.
 - f. Digital Resources attached to the student's account will be invoiced to the School District.
- I. **FACILITIES AND TEACHING ENVIRONMENT:** Early College courses included in this Memorandum will be taught on the School District's campus, the TJC campus, or by distance education. For Early College courses taught exclusively to high school students on the high school campus and for Early College courses taught electronically, Tyler Junior College shall comply with applicable rules and procedures for offering courses at a distance as related to *Approval of Distance Education Courses and Programs for Public Institutions* and *Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions*.

1. **ECHS FACILITIES:** The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction that includes the following:
 - a. The School District will ensure that College faculty and ECHS students have appropriate access to all available instructional resources and essential technology;
 - b. The School District shall permit access to the College's electronic learning resources when the course is taught at the School District; and
 - c. The School District shall meet the required safety standards and have material/equipment that comply with College science or workforce program requirements.

2. **TEACHING ENVIRONMENTS:** The School District will ensure that the classroom environment is conducive to college-level learning by:
 - a. Designating a classroom for the college dual credit classes;
 - b. Assuring no interruptions take place in the College dual credit class while in session, such as removing students for high school activities or making announcements except for emergencies.
 - c. Meeting each course for the appropriate number of college contact hours.

J. FUNDING, COSTS, TRANSPORTATION, SAFETY

1. **FUNDING AND AVERAGE DAILY ATTENDANCE (ADA):** The ECHS shall generate ADA funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.

2. **TUITION AND FEES:** The College waives all student tuition and course fees of TJC college courses for ECHS students. The College does not waive tuition and fees for courses that have already been successfully completed (repeat courses).

3. **INVOICING-** The College will invoice the School District for required fees and applicable charges according to the MOU, as approved by the College Board of Trustees (ECHS, professors, digital resources or online textbook fees, mileage, etc).

The School District agrees to pay: (initial accepted lines)

_____ AP and CLEP fees of \$25.

_____ Digital Resources for required courses (to be billed separately).

4. **LATE REGISTRATION FEE:** A fee of \$100 per class will be assessed for each student enrolled after the College's Census Date when it is determined that the student or school district was responsible for not meeting the deadline.

5. **FACULTY COSTS:** The School District will assume responsibility for payment of full and part-time School District instructors. The School District assumes responsibility for reasonable and documented expenses incurred by high school faculty. When the College provides a professor on the high school campus, TJC will invoice the School District and the School District will reimburse TJC for the professor's cost and mileage from the TJC campus location to the location of the School District ECHS. The mileage reimbursement rate is equivalent to the Internal Revenue Service mileage rate in effect at the time of travel. The standard overload rate for academic faculty is \$700 per lecture credit hour. *The cost of a TJC faculty member will vary based on the teaching load and annual salary of the faculty member.*

6. **FOOD SERVICE:** The School District will provide meals for all students and staff as appropriate under State and Federal Law and School District rules and procedures. The School District may purchase food on college visit days from TJC's Food Services Department.
7. **TRANSPORTATION:** The School District will provide all transportation (school bus) to students enrolled at the ECHS as required, deemed necessary, and appropriate under State law and School District rules and procedures.
8. **SAFETY:** If any high school student, professor, or administrator should experience an accident or sudden illness while on the premises of the College, the response to such incidents will be based upon the guidelines and operational procedures of the School District and the regulations of the College as well as any other agreements between the two entities.

K. CONFIDENTIALITY, STUDENT RECORDS AND DATA SHARING:

1. **FERPA:** In accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA and School District Board Policy series FL. FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without the consent of either the parents or the student under §99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review and education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.
2. **CONFIDENTIALITY AND SAFEGUARDING OF TJC RECORDS:** Under this agreement the School District may: (1) create, (2) receive from or on behalf of TJC, or (3) have access to, records or record systems (collectively, "**TJC Records**"). Among other things, TJC Records may contain Social Security Numbers or data protected or made confidential or sensitive by applicable laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102), the Texas Identity Theft Enforcement and Protection Act (ITEPA), and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA). If TJC records are subject to FERPA, 1) TJC will designate the School District as a TJC official with a legitimate educational interest in TJC records, and (2) the School District will acknowledge that its improper disclosure or re-disclosure of personally identifiable information from TJC records will result in the School District's exclusion from eligibility to contract with TJC for at least five (5) years. The School District represents, warrants, and agrees that it will: (1) hold TJC records in strict confidence and will not use or disclose TJC records except as (a) permitted or required by this Memorandum of Understanding (MOU), (b) required by applicable laws, or (c) otherwise authorized by TJC in writing; (2) safeguard TJC records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which the School District protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that TJC records are safeguarded and the confidentiality of TJC records is maintained in accordance with all applicable laws, including FERPA, ITEPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with TJC's rules, policies, and procedures regarding access to and use of TJC's computer systems. At the request of TJC, the School District agrees to provide TJC with a written summary of the procedures used to safeguard and maintain the confidentiality of TJC records.

3. **PUBLIC INFORMATION:** TJC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.
4. **NOTICE OF IMPERMISSIBLE USE:** If an impermissible use or disclosure of any TJC records occurs, the School District will provide written notice to TJC within one (1) business day after the School District's discovery of that use or disclosure. The School District will promptly provide TJC with all information requested by TJC regarding the impermissible use or disclosure.
5. **RETURN OF TJC RECORDS:** The School District agrees that within thirty (30) days after the expiration or termination of this Memorandum of Understanding for any reason, all TJC records created or received from or on behalf of TJC will be (1) returned to TJC, with no copies retained by School District; or (2) if return is not feasible, records will be destroyed. Twenty (20) days before destruction of any TJC records, the contractor will provide TJC with written notice of the School District's intent to destroy TJC records. Within five (5) days after destruction, the School District will confirm to TJC in writing of the destruction of TJC records. Any such destruction will be done in compliance with the requirements of ITEPA or the Gramm-Leach Bliley Act.
6. **DATA AGREEMENT:** The School District and TJC agree to collect data associated with Early College as required for reporting purposes and to share the data with the appropriate agencies or as needed for internal purposes for use by either entity. In addition, the School District and TJC agree to share any data required for the successful completion of the Early College students' graduation plans. When applicable, TJC's Institutional Review Board (IRB) will be conferred with when requesting and sharing data.
7. **PROVISION OF DATA:** The School District and TJC will collect, review, and share via secure method, the following aggregated/disaggregated data: number of credit hours taken and earned; number of credit hours dropped; GPAs; state assessment results; SAT/ACT, PSAT; CLEP, TSI readiness by grade level; qualifications of the ECHS staff; location(s) where courses are taught, final semester grades; and any other data needed to provide appropriate services for the student's education. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: TJC's data; the School District's data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level.
8. **POINTS OF CONTACT:** The School District will provide the College with a District-level point of contact, as well as a campus-level point of contact. TJC's Director of School District Partnerships will be the primary point of contact for all ECHS data collection for the College.
9. **STUDENT GRADES:** The TJC Registrar will be responsible for collection and sharing of all student grades.
10. **SURVEYS:** When selected, the School District's ECHS students enrolled in dual credit courses will participate in instructional success and faculty satisfaction surveys and other local or national surveys administered to the School District's students.
11. **COLLEGE RECORDS AUTHORIZATION:** A student may authorize the parent(s) to view and discuss his or her grades, attendance, and other necessary information, the parent(s) will be allowed to confer with TJC faculty, administration and employees. This authorization release is accepted with submission of the Student/Parent Consent form on the TJC Dual Credit website. In

accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA and School District Board Policy series FL.

12. **STUDENT DIRECTORY INFORMATION:** Upon enrolling in a dual credit course, the ECHS student's information will become part of the College's student directory information and subject to the Texas Public Information Act. Students will be able to designate release of directory information at both the College and ECHS. Collecting and sharing data between the College, ECHS and the School District will follow College and the School District procedures and policies to provide support for decision making processes.

IV. STATEMENT OF GENERAL TERMS AND CONDITIONS:

- A. **SUSTAINABILITY:** The School District and TJC will develop a plan for yearly evaluation of the ECHS program that will include, but is not limited to, attendance and retention rates, GPA of high school-credit only courses and college courses, satisfactory progress in college courses, adequate progress toward the college-readiness of the students in the program, articulation of high school students into four year colleges and universities, attrition rates by grade level and student participation in activities at the College.
- B. **DISCONTINUATION OF ECHS OPERATION:** Should the School District or the College elect to discontinue the operation of the ECHS, the provision for serving the students will include the following:
 - 1. The ECHS may discontinue operation at the end of the school year in which only 9th grade and 10th grade cohorts are enrolled. ECHS students in the 9th and 10th grade will be received by the School District.
 - 2. An ECHS with 11th grade and 12th grade cohorts must continue operation through those cohorts scheduled graduation from the ECHS but may elect not to enroll any additional students in the ECHS, unless such students would be added to already existing cohorts within the ECHS. While in the process of discontinuing operation, the ECHS must continue to meet all applicable standards and regulations as mandated by the Texas Education Agency (TEA).
- C. **AMENDMENT:** The parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.
- D. **TERM, RENEWAL AND TERMINATION OF AGREEMENT:** This MOU, for the operation of SCHOOL DISTRICT Early College High School will be in effect through August 31, 2020, pending continued approval and reaffirmation by TEA. This Agreement will be reviewed on an annual basis and the parties may mutually agree to renew the MOU for a successive one (1) year term. During any fiscal year, the College and/or the School District reserves the right to terminate this MOU upon service of written notice to the other party no later than the first business day in November. If notice of termination is given, the contract will terminate at the end of the fall semester in that fiscal year during which the terminating party gives the other such written notice and after the provisions for

serving students through the discontinuation process of the School District ECHS, as outlined in this MOU, have been fulfilled.

- E. **SEVERABILITY:** If any clause or provision of this Memorandum of Understanding is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in the event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

- F. **NON-DISCRIMINATION:** Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Memorandum of Understanding is prohibited.

- G. **NOTICES:** Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

Tyler Independent School District Marty Crawford, Superintendent 1319 Earl Campbell Pkwy P.O. Box 2035 Tyler, TX 75701	Tyler Junior College Dr. Juan Mejia, President 1400 E. Fifth Street P. O. Box 9020 Tyler, TX 75711
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- H. **TEXAS LAW TO APPLY:** This MOU shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action arising from this Agreement will lie in the state courts located in Smith County, Texas. TJC agrees that it will not file any lawsuit against the School District without first having exhausted the complaint procedure outlined in the *School District Board Policy Manual*, which is hereby amended for purposes of this MOU to provide ninety days for the filing of an initial complaint.

- I. **FORCE MAJEURE:** Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by *force majeure*, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or *force majeure*, either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.

- J. **CAPTIONS:** The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.

- K. **AUTHORITY:** The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.

- L. **COMMITMENT OF CURRENT REVENUES ONLY (NO APPROPRIATION):** In the event that during any term hereof, the governing body of any party anticipates not appropriating, or does not appropriate, sufficient funds earmarked to meet the obligations of such party for a succeeding fiscal year, the non-appropriating party covenants to give written notice of non-appropriation to the other party. Such notice shall entitle both parties to terminate the agreement for the subsequent fiscal year

beginning September 1st. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of the Tex. Loc. Govt. Code Ann. §271.903.

- M. INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH PARTIES WILL AND DO HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH RESPECTIVE COUNSEL, AND HOLD HARMLESS THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM EITHER PARTY'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF EITHER PARTY, ANYONE DIRECTLY EMPLOYED BY EITHER PARTY OR ANYONE FOR WHOSE ACTS AS EITHER PARTY MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITY HAS BY LAW OR EQUITY.
- N. VENUE; GOVERNING LAW: Smith County, Tyler Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- O. COMPLIANCE WITH LAW: The School District is aware of, fully informed about, and in full compliance with its obligations under all applicable, federal, state and local laws, regulations, codes, ordinances, and orders with those of any other body or authority having jurisdiction ("**Applicable Laws**"), including Title VI of the *Civil Rights Act of 1964*, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), *Vietnam Era Veterans Readjustment Act of 1974*, as amended (41 CFR 60-250), *Rehabilitation Act of 1973*, as amended (41 CFR 60-741), *Age Discrimination Act of 1975* (42 USC 6101 et seq.), *Non-segregated Facilities* (41 CFR 60-1), *Fair Labor Standards Act of 1938*, Sections 6, 7, and 12, as amended, *Immigration Reform and Control Act of 1986*, *Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals* (PL 95-507), *Americans with Disabilities Act of 1990* (42 USC 12101 et seq.), *Civil Rights Act of 1991*, *Occupational Safety and Health Act of 1970*, as amended (PL 91-596), *Immigration and Nationality Act* (8 United States Code 1324a), and all other applicable laws. The School District represents and warrants that neither the School District nor any firm, corporation or institution represented by the School District, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or Federal antitrust laws, or (2) has communicated directly or indirectly the content of the School District's response to TJC's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.
- P. TOBACCO FREE POLICY: TJC provides a friendly, tobacco-free environment at all of its sites and satellite facilities.
- Q. WEAPONS POLICY: Texas Penal Code 46.03 Places Weapons Prohibited and Penal Code 46.035 Unlawful Carrying of a Handgun by License Holder identify premises where handguns are not permitted by Texas Statutes.

A person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, illegal knife, club or prohibited weapon listed in Section 46.05 (a) on the physical

premises of a school or educational institution, any grounds or building on which an activity sponsored by a school or education institution is being conducted or a passenger transportation vehicle of a school or educational institution, whether the school or educational institution is public or private.

A license holder is prohibited from carrying a concealed handgun on Tyler Junior College campus premises where prohibited by law and where prohibited by TJC policy.

- R. **LIMITATIONS:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF A SCHOOL DISTRICT AND TJC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON A SCHOOL DISTRICT AND TJC'S PROPERTY; **DISCLAIMERS AND LIMITATIONS OF WARRANTIES:** DISCLAIMERS AND LIMITATIONS OF LABILITY FOR DAMAGES; **WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES;** LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON A SCHOOL DISTRICT AND TJC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

V. SIGNATURES

SIGNATURES: The terms and provisions, as outlined above, are true and exact to the best of the knowledge by the parties whose signatures appear below and their assignees. This Agreement constitutes the entire agreement of the parties and replaces and supersedes any prior verbal understandings, written communications or representations related to the subject matter contained in this Agreement. In the event any portion of this Agreement is deemed illegal or unenforceable, the entire remaining portion of this Agreement shall remain valid and in effect. A waiver by either party of any breach or default by the other party is not a waiver of any other breach or default of this Agreement that may occur. This Agreement, including any rights or obligations hereunder, may not be assigned or otherwise transferred to any third party without the express written consent of the other party. This Agreement is nonexclusive between the parties; both parties have the right to enter into similar relationships with any other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS THEREOF, the parties have duly approved this MOU, executed in duplicate originals on this _____ day of MONTH, YEAR.

TYLER JUNIOR COLLEGE

By: _____
Dr. Juan Mejia, President, Tyler Junior College

By: _____
Mike Coker, President, Board of Trustees, Tyler Junior College

TYLER INDEPENDENT SCHOOL DISTRICT

By: _____
Superintendent of Schools or designee, Independent School District

By: _____
President, Board of Trustees, Independent School District

Subject: District of Innovation Teacher Certifications Granted

BACKGROUND INFORMATION

House Bill 1842, passed during the 84th Legislative Session, allows Texas public schools with sufficient academic ratings to obtain exemptions from certain provisions of the Texas Education Code. The allowable exemptions are for those sections of code that do not apply to charter or private schools in an attempt to reduce the extra administrative or operational burdens placed on public schools.

Districts of innovation can access greater local control by seeking exemptions from state legal requirements. Among the permissible exemptions, for districts of innovation are exemptions from aspects of Chapter 21 of the Texas Education Code, which governs the employment rights of certified school district employees. Tyler ISD sought exemption from teacher certification requirements in difficult to fill subject areas and or special certification circumstances.

ADMINISTRATIVE CONSIDERATION

As Tyler ISD continues its quest for highly effective educators, consideration has been given to qualified applicants who meet the requirements for district certification. For the Spring 2020 school semester, a total of Eighty-Five (85) district level certificates were granted:

Level	Number of Certifications Offered	Schools	Subjects
Elementary	23	Birdwell Caldwell Clarkston Dixie Douglas Jack Jones Orr Peete Ramey	KG (2) Music Art, Music, General Education 3 rd Grade, Core Subjects 4 th Grade, Core Subjects 1 st Grade (2) Music KG(3), Music, 3 rd Grade, Core Subjects 1 st Grade, 4 th Grade, KG 4 th Grade
Secondary	62	Boulter Hogg Moore Three Lakes John Tyler Robert E. Lee DAEP ECHS RISE Career and Technology	PE, ELAR Art, 6 th Social Studies ELAR, American Sign Language, Avid, College and Career 7 th Science History(2), Math(5), Spanish(2), English(5), ELAR(2) Science(6), Social Studies, Criminal Justice, PE, Choir, Family and Consumer Science, Physics Math(2), English, Spanish, Manufacturing, Engineering, Science, Social Studies, Health Science, Geography, Biology Core Subjects AVID Social Studies, Math(2), Trade and Industrial, Math, Health Science (2), Auto Mechanics, Welding, Marketing, Life Science, Information Technology

ACTION REQUIRED

Information Only

CONTACT PERSONS

Ronald K. Jones
Laura Cano

02-17-20

Subject: K-8 Dual Language Spanish Immersion at Birdwell

BACKGROUND INFORMATION

Information will be presented at the meeting.

ACTION REQUIRED

Information only

CONTACT PERSON

Marty Crawford, Ed. D.

Julie Davis, Ed. D.

Bethany Moody

02-17-20