

AGENDA

for the

Regular Meeting

of the

Board of Trustees

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

July 20, 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, July 20, 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**

July 20, 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 of professional personnel.
 - a. Principal of Dixie Elementary School
 - 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 hiring of professional personnel.	
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B. Consider renewals, non-renewals and terminations of contracts for professional personnel.	
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Q. Consider approval of Contract with Mach B Technologies, Inc. for Edugence Software	125
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T. Consider approval of PSAT Bulk-Rate Agreement	129
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XII. Future Business	
A. August 6, 2020 - School is Cool	
B. August 6, 2020 - Board Workshop	
C. August 19, 2020 - First Day of School for Students	
D. August 24, 2020 - Regular Meeting	
XIII. 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, 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

07-20-20

MINUTES OF BOARD WORKSHOP MEETING

The Board of Trustees of the Tyler Independent School District held a board workshop meeting on Thursday, June 4, 2020 at the Jim Plyler Instructional Complex. The president called the meeting to order at 11:02 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; Aaron Martinez, vice president; Yvonne Atkins, Andy Bergfeld, Rev. Fritz Hager, Dr. Patricia Nation, and Artis Newsome.

Administrators present were Dr. Marty Crawford, superintendent, Rachel Barber, Tosha Bjork, Jan Coker, Dr. Christy Hanson, Jennifer Hines, Joseph Jacks, Ron Jones, Tim Loper, Jeff Millslagle, and Greg Priest.

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.

Mrs. Betsy Jones, executive director, provided an Annual Report for the Tyler ISD Foundation. She reviewed the six ways the Foundation seeks funding and explained how these funds are used to benefit the District. She shared information about the grants and scholarships that were awarded and reviewed the 2019-2020 Revenue Sources. Mrs. Jones provided the board with a five-year financial summary. She then answered questions from the board.

Mrs. Rachel Barber, director of health services, presented the School Health Advisory Council (SHAC) Annual Report to the board. She stated that there is a new president and that a partnership was formed with Tyler ISD PTA. Issues discussed were suicide awareness, mental health, vaping/drugs, and bullying/cyberbullying. Cyberbullying was determined to be the most concerning. Due to COVID, Mrs. Barber stated that it was a short season with the last two meetings of the year being missed.

Rev. Hager made a motion to approve the Resolution and Master Interlocal Agreement with Region 11 Education Service Center. The motion was seconded with Dr. Nation and passed by a vote of 7-0.

Dr. Nation made a motion to approve the contract with Pilgreen Electrical Services in the amount of \$1,718,000 for the Lighting at John Tyler High School and Robert E. Lee High School outdoor athletic facilities. The motion was seconded by Mr. Newsome and passed by a vote of 7-0.

Mr. Bergfeld made a motion to approve the contract with Hellas in the amount of \$666,250 with \$25,000 in owner's contingency for Synthetic Playing Surfaces at

CHRISTUS Trinity Mother Frances Rose Stadium for a project total of \$691,520. The motion was seconded by Mr. Newsome and passed by a vote of 7-0.

Dr. Nation made a motion to approve the change orders to WRL in the amount of \$1,904,058 for Robert E. Lee High School and \$1,968,013 for John Tyler High School for a project total of \$3,872,071 to include the addition of synthetic playing surface to all outdoor fields at both high school campuses and adding additional tennis courts at John Tyler High School. The motion was seconded by Mr. Newsome and passed by a vote of 7-0.

Mr. Newsome made a motion to approve the iPad quote from Apple Education in the amount of \$765,850 from the general fund for teacher devices for effective delivery of instructional delivery. The motion was seconded by Dr. Nation and passed by a vote of 7-0.

Mr. Newsome made a motion to approve the CTE staff iPad quote from Apple Education in the amount of \$77,477.50 utilizing funds from the 2019-2020 Carl Perkins CTE Grant. The motion was seconded by Dr. Nation and passed by a vote of 7-0.

Mr. Newsome made a motion to approve the purchase of 9,000 Lenovo chromebooks and services from Technology Integration Group in the amount of \$3,188,790 utilizing the general fund. The motion was seconded by Rev. Hager and passed by a vote of 7-0.

Mrs. Bjork, assistant superintendent of finance, provided the board with a budget update for the 2020-2021 school year. She reviewed the revenue sources including the state formula revenue and local property taxes. She also reviewed some of the proposed uses of funds: possible retention stipend for employees, increase in number of Pre-K classrooms, increase in Special Ed allocation from grant/added positions added in 19-20, increase in substitute expense, increase in transportation overtime, increase in number of custodians for new high schools, increase in employment benefits, decrease in TRS and TRS on behalf, increase in health insurance fund maximum, athletic official fee increase, campus allotment increase student 1:1 devices and related expenses. Mrs. Bjork stated that the State has rewritten the funding formula. These estimates are very conservative and allow the district to be position for the 2021-2022 school year. She then addressed questions from the board.

Trustees adjourned to executive session at 12:17 p.m. Mr. Washmon stated there would not be action to follow.

Trustees reconvened in open session at 1:27 p.m.

The meeting adjourned at 1:27 p.m. following a motion by Mr. Bergfeld, seconded by Rev. Hager and a vote of 7-0.

APPROVED: _____

/s/ Gina Orr
Gina Orr, Secretary

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

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

07-20-20

**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	\$ 95,298,298.26	\$ 94,987,345.17	\$ (307,840.16)	\$ (310,953.09)
Total Function 11 - Instruction					
Total Function 12 - Instructional Resources and Media Services	2,973,987.01	2,935,666.12	2,939,434.94	(34,552.07)	3,768.82
Total Function 13 - Curriculum and Instructional Staff Development	5,196,960.20	5,694,460.87	5,657,138.52	460,178.32	(37,322.35)
Total Function 21 - Instructional Development	2,653,247.91	2,640,592.12	2,638,976.60	(14,271.31)	(1,615.52)
Total Function 23 - School Administration	9,748,833.53	9,851,675.76	9,845,410.69	96,577.16	(6,265.07)
Total Function 31 - Guidance, Counseling & Evaluation Services	5,044,843.88	5,015,137.97	4,996,096.76	(48,747.12)	(19,041.21)
Total Function 32 - Social Work Services	239,358.99	247,476.37	245,607.90	6,248.91	(1,868.47)
Total Function 33 - Health Services	2,246,853.24	2,285,788.03	2,301,641.71	54,788.47	15,853.68
Total Function 34 - Student (Pupil Transportation)	5,191,946.32	5,144,577.44	5,166,480.96	(25,465.36)	21,903.52
Total Function 36 - Coccumular/ Extracurricular Activities	4,880,138.31	5,394,391.44	5,379,482.12	499,343.81	(14,909.32)
Total Function 41 - General Administration	4,146,558.60	4,309,851.84	4,313,259.07	166,700.47	3,407.23
Total Function 51 - Plant Maintenance and Operations	14,419,952.89	14,610,689.30	14,616,661.03	196,708.14	5,971.73
Total Function 52 - Security and Monitoring Services	2,437,643.95	2,592,837.84	2,624,077.28	186,433.33	31,239.44
Total Function 53 - Data Processing Services	3,634,037.77	3,249,496.73	3,570,638.26	(63,399.51)	321,141.53
Total Function 61 - Community Service	91,302.50	117,880.86	117,880.86	26,578.36	
Total Function 81 - Building and Construction		4,470,128.65	4,470,188.67	4,470,188.67	60.02
Total Function 93 - Shared Svc Arrangement	500,452.57	322,156.20	310,785.26	(189,667.31)	(11,370.94)
Total Function 99 - Intergovernmental Charges	1,895,345.00	1,895,595.50	1,895,595.50	250.50	
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>\$ 168,643,114.30</u>	<u>\$ 168,643,114.30</u>	<u>\$ 5,480,053.30</u>	<u>\$ (0.00)</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	
Enrollment Adjustment	34,891.75	
Consultants for TIA and Risk Load	50,000.00	
Funds for foreign immigration fees	3,695.00	
Athletic Program Improvements	125,557.29	
Panorama Student Surveys	30,000.00	
Organizational Health Program	67,578.85	
Middle School Concessions and Lighting	2,069,535.45	
High School Lighting	1,718,000.00	
Rose Stadium Artificial Playing Surface	666,520.00	
Use of Erate funds for Technology	278,166.64	
	<u>5,480,053.30</u>	<u>0.00</u>

Subject: Consider Re-Affirming use of District Purchasing Cooperatives

BACKGROUND INFORMATION

Tyler ISD utilizes various purchasing cooperatives to assist the District in maintaining compliance with local, state, and federal regulations.

The purchasing cooperatives establish a formal process that provides all prospective vendors an opportunity to offer competitive prices and the best value for necessary goods and services to participating entities.

ADMINISTRATIVE CONSIDERATION

Continued participation in the various cooperatives listed below will expand the vendor pool the District may access to satisfy the District's purchasing needs and will assist in maintaining compliance with local, state, and federal requirements.

Purchasing Cooperatives:

- Allied States Cooperative (ESC Region XIX)
- BuyBoard (TASB)
- Central Texas Purchasing Alliance (CTPA)
- Choice Partners
- E&I Cooperative Services
- Omnia Partners (Formerly National IPA and U.S. Communities)
- PACE (Purchasing Association of Cooperative Entities)
- TIPS/TAPS (The Interlocal Purchasing System – ESC Region VIII)
- TXMAS (State Purchasing)

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board re-affirm the use of the purchasing cooperatives listed above effective August 1, 2020 through July 31, 2021.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Ramsey Starks

07-20-20

Subject: Consider Approval of the Property and Casualty Insurance Renewal with the Texas Association of School Board (TASB) Risk Management Fund

BACKGROUND INFORMATION

Tyler ISD previously requested proposals for property and casualty insurance coverage for fiscal year 2020 and selected TASB to provide our property and casualty insurance. The current coverage will expire on August 31, 2020.

ADMINISTRATIVE CONSIDERATION

The insurance renewal for fiscal year 2021 increased approximately 1.6% from the previous year.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board of Trustees renew our property and casualty insurance with TASB Risk Management Fund for \$820,786 for the 2020-2021 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Ramsey Starks

07-20-20

Subject: Local Policy CFC – Accounting Audits

BACKGROUND INFORMATION

The Internal Audit Services Department Charter's (charter) purpose is to provide a general understanding of the roles and responsibilities of the internal audit services function within Tyler Independent School District.

The charter was updated to ensure inclusion of mandatory elements of the Institute of Internal Auditors' International Professional Practices Framework. These include:

- Purpose
- Mission of Internal Audit
- Definition of Internal Auditing
- Core Principals
- Code of Ethics
- Standards

In addition, the charter was updated to incorporate as a Local policy in the district's Localized Policy Manual.

AUDIT COMMITTEE RECOMMENDATION

The Board of Trustees approve this policy as it prepares to incorporate the policy into the district's Localized Policy Manual.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Jan Coker

07-20-20

PROPOSED POLICY

Purpose

The District shall maintain a comprehensive program of internal auditing. Internal auditing is an independent and objective assurance and consulting activity that is guided by a philosophy of adding value to improve the operations of the District. It assists the District in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's governance, risk management, and internal control.

Mission and Principles

The mission of the District's Internal Audit Services department is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight.

Core principles for the professional practice of internal auditing include the following:

- Demonstrates integrity.
- Demonstrates competence and due professional care.
- Is objective and free from undue influence (independent).
- Aligns with the strategies, objectives, and risks of the organization.
- Is appropriately positioned and adequately resourced.
- Demonstrates quality and continuous improvement.
- Communicates effectively.
- Provides risk-based assurance.
- Is insightful, proactive, and future-based.
- Promotes organizational improvement.

Organization

The Internal Audit Services department is established by the Board of Trustees. The director of Internal Audit Services will report to the Board of Trustees through the Audit Committee of the Board. The director of Internal Audit Services shall report administratively (for day-to-day operations) to the Superintendent.

The director of Internal Audit Services shall take directly to the Superintendent and the chairman of the Audit Committee matters he/she believes to be of sufficient magnitude and importance to require immediate attention.

The Board shall:

- Approve the Internal Audit Services Charter.
- Approve the risk-based Internal Audit Services plan and major changes to the plan.
- Approve the Internal Audit Services budget and the resource plan.
- Approve decisions regarding the appointment and removal of the director.
- Approve the salary of the director.

Professional Standards

Internal Audit Services shall adhere to the mandatory elements of the Institute of Internal Auditors' mandatory guidance including the Definition of Internal Auditing, Core Principles, the Code of Ethics, and the International Standards for the Professional Practice of Internal Auditing (standards).

In addition, Internal Audit Services shall adhere to the District's relevant policies and procedures and the department's standard operating procedures manual.

Authority

Internal Audit Services shall maintain strict accountability for confidentiality and safeguard all records and District information. The department shall be granted full, free, and unrestricted access to all District records, physical properties, and personnel pertinent to carrying out any engagement. All District employees shall cooperate with and assist Internal Audit Services in fulfilling its responsibilities. Internal Audit Services is authorized to allocate resources, set frequencies, select subjects, determine scopes of work, and apply the techniques required to accomplish audit objectives. The department shall also have full, free, and unrestricted access to the Board, Audit Committee of the Board, and the Superintendent.

Independence and Objectivity

All Internal Audit Services activities shall remain free of influence by any element in the District, including matters of audit selection, scope, procedures, frequency, timing, or report content to permit maintenance of an independent and objective mental attitude.

Internal auditors shall have no direct operational responsibility or authority over any of the activities audited. Accordingly, they shall not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair the internal auditor's judgment.

The Director of Internal Audit Services will confirm to the Board, at least annually, the organizational independence of Internal Audit Services.

Scope

The scope of Internal Audit Services activities is to determine whether the District's governance, risk management process, and system of internal control structure, as designed and represented by management, is adequate and functioning in a manner to ensure:

- Risks are appropriately identified and managed.
- Interaction with the various governance groups occurs as needed.
- Significant financial, managerial and operating information presented to the public and the Board is accurate, reliable and timely.
- Employees' actions are in compliance with policies, standards, procedures and applicable laws and regulations.
- Resources are acquired economically, used efficiently, and adequately protected.
- Programs, plans and objectives are achieved.
- Quality and continuous improvement are fostered in the District's control process.
- Significant legislative or regulatory issues impacting the District are recognized and addressed appropriately.

Responsibility

Director

The director has the responsibility to:

- Review the reliability and integrity of financial and operating information and the means used to identify, measure, classify, and report such information.
- Review the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on operations and reports.
- Review operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.
- Review controls over assets to ensure they are safeguarded.
- Create and review annually Internal Audit Services policies and procedures necessary to direct the functions of the department.
- Develop a flexible annual audit plan using an appropriate risk-based methodology.

- Implement the annual audit plan as approved by the Board of Trustees.
- Annually review and revise the Internal Audit Services charter as necessary.
- Report significant issues related to the processes for controlling the activities of the District, including potential improvement to those processes, and provide information concerning such issues through resolution.
- Assist in the investigation of significant suspected fraudulent activities within the District and notify the Superintendent and Audit Committee of the results.
- Perform consulting services, beyond Internal Audit Services assurance services, to assist management in meeting its objectives.
- Coordinate activities, where possible, and consider relying upon the work of other internal and external assurance and consulting service providers as needed.
- Keep the Audit Committee informed of emerging trends and successful practices in internal auditing.
- Work with the Chairman of the Audit Committee to set quarterly meeting agendas.
- Assist the Audit Committee in assuring its charter, activities and processes are appropriate to fulfill its responsibilities.

Any appropriate opportunities for improving administration control, profitability and the District's image may be identified during audits and will be communicated to the appropriate level of administration and the Audit Committee.

**Internal Audit
Services Plan**

At least annually, the director of Internal Audit Services shall submit to the Board, Audit Committee, and Superintendent an Internal Audit Services plan for review and final approval by the Board. The director shall communicate the impact of resource limitations to the Board, Audit Committee, and Superintendent.

The Internal Audit Services plan shall be developed based on a risk-based methodology including input of the Audit Committee, Superintendent and senior management.

**Reporting and
Monitoring**

Upon conclusion of an audit or special project/review, a written report will be prepared and issued by the director of Internal Audit Services and will be distributed as appropriate. A copy of each

audit report and a summarization will be forwarded to the Superintendent and the Audit Committee.

All final reports will include the response of the manager of the activity or department for each individual finding or recommendation in the report. This response shall include:

1. A statement whether the manager agrees or disagrees.
2. Corrective actions taken or to be taken.
3. Timetable for anticipated completion of above actions.
4. Position(s) responsible for completing corrective actions.

In cases where a response is not included within the audit report, management of the audited area shall respond, within thirty days of publication, to the Internal Audit Services department. The Internal Audit Services director will review the response and provide the accepted response to those on the distribution list.

The Internal Audit Services department will be responsible for appropriate follow-up on audit findings and recommendations. All significant findings will remain in an "open issues" file until cleared by the Internal Audit Services department. The director of Internal Audit Services will provide quarterly status reports to the Audit Committee, with copies to the Superintendent.

Resolution of Disputes

The Internal Audit Services department shall make all attempts to resolve at the lowest level any disputes regarding specific audit results or recommendation disagreements. In the event the Internal Audit Services staff cannot resolve the dispute, the matter shall be referred to the Superintendent for resolution. In the event the dispute is not satisfactorily resolved or involves the Superintendent, the dispute shall be referred to the Audit Committee, or if appropriate the Board, for resolution.

Standards of Audit Practice

The Internal Audit Services staff will possess the knowledge, skills and other competencies needed to perform their individual responsibilities. The director will possess the knowledge and skills to oversee the Internal Audit Services function and obtain assistance from outside experts, per approval of the Board of Trustees, to support or complement areas where staff may not be fully proficient. A program for continuing education for the department will be developed and adhered to by the director. Internal Audit Services staff will apply the care and skill expected of a reasonably prudent and competent individual in each activity.

**Quality Assurance
and Improvement
Program**

Internal Audit Services shall establish and maintain a quality assurance program, to ensure the quality of internal audit operations, as well as to ensure the internal audit function complies with the Institute of Internal Auditors' Definition of Internal Auditing, Core Principles, Code of Ethics and International Standards for the Professional Practice of Internal Auditing.

Subject: Local Policy CW – NAMING FACILITIES

BACKGROUND INFORMATION

At the July 16, 2020 board meeting, the board voted to approve the changing of the names of Robert E. Lee High School and John Tyler High School and discussed the process to identify and choose new names. The board also reviewed adjustments to Policy CW (LOCAL) for First Reading.

ADMINISTRATIVE CONSIDERATION

This 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.

CW (Local): NAMING FACILITIES
Replace Policy

ADMINISTRATIVE RECOMMENDATION

The Board of Trustees approve this policy as it prepares to incorporate the policy into the district's Localized Policy Manual.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed. D.

07-16-20

NAMING FACILITIES

CW
(LOCAL)

In naming, renaming, or modifying the name of any school building or other facility in the District, the following guidelines shall be used:

1. A school facility may be named after patriotic beliefs, values, desired qualities or aspired outcomes for District students or the community.
2. A facility may be named after any local, state, or national geographic area, landmark, or physical attribute.
3. A portion of a school facility may be named after a person who has served the District or community directly. Such portions of school facilities may include (but are not limited to) theatres, gymnasiums, fields, libraries, halls or corridors, or other sub-areas of a school facility.

A person whose name is considered for a portion of a school facility must have made a significant local contribution to society and/or education, and the name should lend prestige and status to an institution of learning.

4. The Board must approve the naming of all facilities.

Nominations

In naming school buildings and educational facilities, administration, on behalf of the Board will accept local community, student, and staff input or suggestions to collect viable names for considerations.

Input and suggestions shall be made in writing on a form provided by the District within the designated time frames established by the District, and will only be accepted for the school facility or portion of a school facility for which names are being solicited by the Board.

Recommendation Process

The Superintendent (or designee) may appoint a selection committee to review all input and suggestions, and to ensure that any names presented for Board consideration meet the established criteria.

Board Decision

The Superintendent shall submit to the Board in a timely manner no more than three recommended names for each school or facility to be named. A list of all submitted input or suggestions will be provided to the Board. The responsibility for the final decision in naming a new school or facility rests with the Board.

The Board shall take any action concerning a school facility name at an open public meeting.

Subject: Goals for Successful Student Outcomes - Local Policy AE

BACKGROUND INFORMATION

In November 2016, the board adopted a continuous improvement model for governing teams (Boards in collaboration with their Superintendents) that choose to intensively focus on one primary objective: Improving Student Outcomes.

House Bill 3 amends Texas Education Code (TEC) to add Sec. 11.185 and 11.186 to include plans that target early childhood literacy and math proficiency and college, career, and military readiness.

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.

AE Exhibit: Educational Philosophy
Replace policy

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve this policy exhibit as it prepares to incorporate the policy exhibit into the district's Localized Policy Manual, in accordance to legislative and Texas Education Agency requirements.

ACTON REQUIRED

Board Approval

CONTACT PERSONS

Marty Crawford, Ed.D.
James Cureton, Ph.D.

07-20-20

Continuous Improvement/Student Outcome Goals

Goal 1:

Early Childhood Literacy Goal: The percent of 3rd grade students that pass STAAR Reading (at grade level - "Approaches College Readiness") will increase from 67.1% to 74.5% by June 2026.

Early Literacy	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	67.1	54.1	65.1	85.5	-	-	-	73.6	39.0	61.0	64.1	-	67.2	67.0
2022	68.7	56.4	66.8	86.2	-	-	-	74.9	42.0	63.0	65.9	-	68.9	68.7
2023	70.3	58.6	68.5	86.9	-	-	-	76.1	44.9	64.8	67.6	-	70.4	70.2
2024	71.8	60.6	70.0	87.6	-	-	-	77.3	47.7	66.6	69.2	-	71.9	71.7
2025	73.2	62.6	71.5	88.2	-	-	-	78.5	50.3	68.2	70.7	-	73.3	73.1
2026	74.5	64.5	73.0	88.8	-	-	-	79.5	52.8	69.8	72.2	-	74.6	74.5

Progress Measure 1:

Progress Measure 1: The percent of Kindergarten students projected to pass 3rd grade STAAR Reading (at grade level - "Approaches College Readiness") will increase from 63.2% to 71.5% by June 2026.

Early Literacy	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	63.2	54.9	56.0	80.5	-	-	-	69.8	46.5	56.4	41.3	-	-	-
2022	65.0	57.2	58.2	81.5	-	-	-	71.3	49.2	58.5	44.2	-	-	-
2023	66.8	59.3	60.3	82.4	-	-	-	72.7	51.7	60.6	47.0	-	-	-
2024	68.4	61.4	62.3	83.3	-	-	-	74.1	54.2	62.6	49.7	-	-	-
2025	70.0	63.3	64.2	84.1	-	-	-	75.4	56.5	64.5	52.2	-	-	-
2026	71.5	65.1	66.0	84.9	-	-	-	76.6	58.6	66.2	54.6	-	-	-

Progress Measure 2:

Progress Measure 2: The percent of 1st grade students projected to pass 3rd grade STAAR Reading (at grade level - "Approaches College Readiness") will increase from 58.3% to 67.8% by June 2026.

Early Literacy	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	58.3	48.7	50.0	78.6	-	-	-	71.6	30.9	50.7	42.1	-	-	-
2022	60.4	51.3	52.5	79.7	-	-	-	73.0	34.3	53.2	45.0	-	-	-
2023	62.4	53.7	54.9	80.7	-	-	-	74.4	37.6	55.5	47.8	-	-	-
2024	64.3	56.0	57.2	81.7	-	-	-	75.7	40.7	57.8	50.4	-	-	-
2025	66.1	58.2	59.3	82.6	-	-	-	76.9	43.7	59.9	52.9	-	-	-
2026	67.8	60.3	61.3	83.5	-	-	-	78.0	46.5	61.9	55.2	-	-	-

Progress Measure 3:

Progress Measure 3: The percent of 2nd grade students projected to pass 3rd grade STAAR Reading (at grade level - "Approaches College Readiness") will increase from 61.3% to 70.1% by June 2026.

Early Literacy	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	61.3	54.2	54.8	81.0	-	-	-	74.1	33.2	54.7	51.0	-	51.8	66.0
2022	63.2	56.5	57.1	81.9	-	-	-	75.4	36.5	57.0	53.5	-	54.2	67.7
2023	65.1	58.7	59.2	82.8	-	-	-	76.6	39.7	59.1	55.8	-	56.5	69.3
2024	66.8	60.8	61.2	83.7	-	-	-	77.8	42.7	61.2	58.0	-	58.7	70.9
2025	68.5	62.7	63.2	84.5	-	-	-	78.9	45.6	63.1	60.1	-	60.7	72.3
2026	70.1	64.6	65.0	85.3	-	-	-	80.0	48.3	64.9	62.1	-	62.7	73.7

Progress Measure 4:

Progress Measure 4: The percent of 3rd grade students that pass 3rd grade STAAR Reading (at grade level - "Meets or Masters College Readiness") will increase from 35.7% to 45.8% by June 2026.														
Early Literacy	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	35.7	20.3	31.1	61.1	-	-	-	50.8	12.1	28.5	29.4	-	35.3	38.1
2022	37.9	23.0	33.4	62.4	-	-	-	52.4	15.0	30.9	31.7	-	37.5	40.2
2023	39.9	25.6	35.6	63.7	-	-	-	54.0	17.9	33.2	34.0	-	39.5	42.2
2024	41.9	28.0	37.8	64.9	-	-	-	55.6	20.6	35.4	36.2	-	41.6	44.1
2025	43.9	30.4	39.9	66.0	-	-	-	57.0	23.2	37.5	38.3	-	43.5	45.9
2026	45.8	32.8	41.9	67.2	-	-	-	58.5	25.8	39.6	40.4	-	45.4	47.8

Goal 2:

Early Childhood Numeracy Goal: The percent of 3rd grade students that pass STAAR Math (at grade level - "Approaches College Readiness") will increase from 72.7% to 78.9% by June 2026.

Early Numeracy	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	72.7	55.7	75.5	86.4	-	-	-	78.9	44.2	68.3	77.1	-	73.3	70.8
2022	74.1	57.9	76.7	87.0	-	-	-	80.0	47.0	69.9	78.2	-	74.6	72.2
2023	75.4	60.0	77.9	87.7	-	-	-	81.0	49.6	71.4	79.3	-	75.9	73.6
2024	76.6	62.0	79.0	88.3	-	-	-	81.9	52.1	72.8	80.3	-	77.1	74.9
2025	77.8	63.9	80.0	88.9	-	-	-	82.8	54.5	74.2	81.3	-	78.3	76.2
2026	78.9	65.7	81.0	89.5	-	-	-	83.7	56.8	75.5	82.3	-	79.3	77.4

Progress Measure 1:

Progress Measure 1: The percent of Kindergarten students projected to pass 3rd grade STAAR Math (at grade level - "Approaches College Readiness") will increase from 61.9% to 70.5% by June 2026.

Early Numeracy	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	61.9	47.9	58.8	80.5	-	-	-	70.9	42.8	55.2	54.7	-	-	-
2022	63.8	50.5	60.9	81.5	-	-	-	72.3	45.6	57.4	57.0	-	-	-
2023	65.6	53.0	62.8	82.4	-	-	-	73.7	48.3	59.6	59.1	-	-	-
2024	67.3	55.4	64.7	83.3	-	-	-	75.0	50.9	61.6	61.2	-	-	-
2025	69.0	57.6	66.4	84.1	-	-	-	76.3	53.4	63.5	63.1	-	-	-
2026	70.5	59.7	68.1	84.9	-	-	-	77.5	55.7	65.3	64.9	-	-	-

Progress Measure 2:

Progress Measure 2: The percent of 1st grade students projected to pass 3rd grade STAAR Math (at grade level - "Approaches College Readiness") will increase from 61.6% to 70.3% by June 2026.

Early Numeracy	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	61.6	48.2	57.3	81.2	-	-	-	79.2	39.9	54.8	54.7	-	-	-
2022	63.5	50.8	59.5	82.1	-	-	-	80.2	42.9	57.1	56.9	-	-	-
2023	65.3	53.3	61.5	83.0	-	-	-	81.2	45.7	59.2	59.1	-	-	-
2024	67.1	55.6	63.4	83.9	-	-	-	82.1	48.4	61.2	61.1	-	-	-
2025	68.7	57.8	65.2	84.7	-	-	-	83.0	51.0	63.2	63.1	-	-	-
2026	70.3	59.9	67.0	85.5	-	-	-	83.9	53.5	65.0	64.9	-	-	-

Progress Measure 3:

Progress Measure 3: The percent of 2nd grade students projected to pass 3rd grade STAAR Math (at grade level - "Approaches College Readiness") will increase from 61.2% to 70.0% by June 2026.

Early Numeracy	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	61.2	46.4	59.5	80.0	-	-	-	78.6	34.4	54.6	58.7	-	51.7	66.0
2022	63.2	49.1	61.5	81.0	-	-	-	79.7	37.7	56.8	60.8	-	54.1	67.7
2023	65.0	51.7	63.4	81.9	-	-	-	80.7	40.8	59.0	62.7	-	56.4	69.3
2024	66.8	54.1	65.3	82.8	-	-	-	81.7	43.8	61.0	64.6	-	58.6	70.9
2025	68.4	56.4	67.0	83.7	-	-	-	82.6	46.6	63.0	66.4	-	60.7	72.3
2026	70.0	58.6	68.7	84.5	-	-	-	83.4	49.3	64.8	68.0	-	62.7	73.7

Progress Measure 4:

Progress Measure 4: The percent of 3rd grade students that pass 3rd grade STAAR Math (at grade level - "Meets or Masters College Readiness") will increase from 41.9% to 50.9% by June 2026.														
Early Numeracy	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	41.9	24.2	43.1	60.1	-	-	-	42.6	15.5	35.7	45.8	-	41.9	42.1
2022	43.8	26.8	45.0	61.4	-	-	-	44.5	18.3	37.8	47.6	-	43.8	44.0
2023	45.7	29.2	46.8	62.7	-	-	-	46.4	21.1	39.9	49.4	-	45.7	45.9
2024	47.5	31.6	48.6	64.0	-	-	-	48.2	23.7	41.9	51.1	-	47.5	47.7
2025	49.2	33.8	50.3	65.2	-	-	-	49.9	26.2	43.9	52.7	-	49.3	49.4
2026	50.9	36.0	52.0	66.3	-	-	-	51.6	28.7	45.7	54.3	-	51.0	51.1

Goal 3:

College, Career, and Military Readiness Goal: The percent of graduates that are college, career, or military ready will increase from 63.4% to 71.7% by June 2026.														
CCMR	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	63.4	55.3	61.3	76.5	-	-	-	-	57.6	59.4	45.2	-	65.9	46.7
2022	65.2	57.5	63.2	77.7	-	-	-	-	59.7	61.4	47.9	-	67.6	49.4
2023	67.0	59.7	65.1	78.8	-	-	-	-	61.7	63.4	50.5	-	69.2	51.9
2024	68.6	61.7	66.8	79.9	-	-	-	-	63.6	65.2	53.0	-	70.8	54.3
2025	70.2	63.6	68.5	80.9	-	-	-	-	65.5	66.9	55.4	-	72.2	56.6
2026	71.7	65.4	70.1	81.8	-	-	-	-	67.2	68.6	57.6	-	73.6	58.8

Progress Measure 1:

Progress Measure 1: The percent of graduates that achieve a score of 3 or higher on at least one Advanced Placement exam OR complete three hours of Math/ELAR dual credit or nine hours of any other dual credit will increase from 21.6% to 30.9% by June 2026.														
CCMR	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	21.6	10.4	17.5	42.2	-	-	-	-	0.0	15.8	6.5	-	22.9	13.0
2022	23.6	12.6	19.6	43.6	-	-	-	-	2.5	17.9	8.8	-	24.8	15.2
2023	25.5	14.8	21.6	45.1	-	-	-	-	4.9	20.0	11.1	-	26.7	17.3
2024	27.3	17.0	23.5	46.4	-	-	-	-	7.3	22.0	13.3	-	28.5	19.4
2025	29.2	19.0	25.4	47.8	-	-	-	-	9.6	23.9	15.5	-	30.3	21.4
2026	30.9	21.1	27.3	49.1	-	-	-	-	11.9	25.8	17.6	-	32.1	23.3

Progress Measure 2:

Progress Measure 2: The percent of graduates that obtain at least one TEA-approved industry-based certification will increase from 19.9% to 29.4% by June 2026.														
CCMR	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)	Former Sped	Continuously Enrolled	Non-Continuously Enrolled
2021	19.9	15.8	26.3	12.2	-	-	-	-	13.5	22.4	19.0	-	21.2	10.8
2022	21.9	17.9	28.1	14.4	-	-	-	-	15.7	24.3	21.0	-	23.2	13.0
2023	23.9	20.0	29.9	16.5	-	-	-	-	17.8	26.2	23.0	-	25.1	15.2
2024	25.8	22.0	31.7	18.6	-	-	-	-	19.8	28.1	24.9	-	27.0	17.3
2025	27.6	23.9	33.4	20.7	-	-	-	-	21.8	29.9	26.8	-	28.8	19.4
2026	29.4	25.8	35.1	22.6	-	-	-	-	23.8	31.6	28.6	-	30.6	21.4

Adopted:

Subject: Board Operating Procedures – Amended

BACKGROUND INFORMATION

On November 13, 2017 as part of the commitment to Continuous Improvement and Successful Student Outcomes, the board adopted the practices and procedures by which the board operates. The Board Operating Procedures are intended to guide and assist the Board Members in the conduct of its business. They are not intended to confer legal rights on any other person.

ADMINISTRATIVE CONSIDERATION

The Board Operating Procedures are reviewed annually and updated as needed as a part of Board training and orientation.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the amendments to the Board Operating Procedures as presented.

ACTION REQUIRED

Board approval

CONTACT PERSON

Marty Crawford, Ed. D.

07-20-20



Board of Trustees
Operating Procedures

Board Adoption: 05-21-18

Amended: 07-20-20

Tyler Independent School District Board Operating Procedures

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Overview

The Board Operating Procedures are intended to guide and assist the Board Members in the conduct of its business. They are not intended to confer legal rights on any other person.

The Board Operating Procedures are not intended to take precedence over Board Policy. If there is a conflict or inconsistency between these Procedures and Board Policy, Board Policy will take precedence. At no time are these Procedures intended to override Local or Legal Policy or state or federal law.

The Board Operating Procedures will be reviewed annually by the Board and updated as needed as part of Board training and orientation.

Board Member Ethics

As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

EQUITY IN ATTITUDE

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

TRUSTWORTHINESS IN STEWARDSHIP

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.

HONOR IN CONDUCT

- I will make no personal promise or take private action that may compromise my performance or my responsibilities.
- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

INTEGRITY OF CHARACTER

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.

COMMITMENT TO SERVICE

- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.
- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.

STUDENT-CENTERED FOCUS

- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.
- I will be continuously guided by what is best for all students of the District.

Educational Philosophy

Vision Statement

We focus on successful student outcomes.

Core Beliefs

The Tyler ISD Board of Trustees believes:

- All children can learn.
It is the District's responsibility to ensure each student will reach his or her highest academic potential, graduate high school prepared for higher education and/or workforce in the global market while closing the achievement gap.
- All students deserve a safe and healthy learning environment.
It is the District's responsibility to provide a safe, healthy learning environment designed to attract, engage and retain the students' attention.
- Quality teachers and staff are the key to academic excellence.
It is the District's responsibility to establish academic excellence by hiring, training and retaining quality teachers and staff.
- Schools and communities have an enormous impact on students' lives.
It is the District's responsibility to collaborate with the community to achieve and sustain excellence in the education of District students.
- Effective and responsible utilization of the community's resources is fundamental in educating children.
It is the District's responsibility to allocate District resources to meet the needs of all students while maintaining the highest level of fiscal responsibility, efficacy and integrity.

Continuous Improvement

The Board of Trustees is committed to a continuous improvement model for governing teams (Boards in collaboration with their Superintendents) that choose to intensively focus on one primary object: Improving Student Outcomes.

This intense focus is accomplished through tailored execution of the five points of the Texas Framework for School Board Development: Vision, Accountability, Structure, Unity, and Advocacy.

In addition to Continuous Improvement's singular focus on improving student outcomes, it provides a system for governing the secondary, but vital, legal and fiscal responsibilities of the board. Continuous Improvement Governance Goals and Constraints as adopted by the Board are located in AE EXHIBIT and Board Operating Procedures.

Related Policies: AE (LOCAL and EXHIBIT)

Board Member Powers and Duties

Primary functions:

- Set the direction for the district, primarily focusing on the education and well-being of students.
- Translate the needs of students into policies, plans and goals that will be supported by the community.
- Represent the public interest.

Responsibilities:

- Hire and evaluate the superintendent as its chief administrator and executive officer
- Approve the district's budget
- Establish goals and evaluate outcomes
- Adopt and evaluate policies
- Levy and collect taxes, and issue bonds
- Order elections, canvass returns, declare results, and issue certificates of election as required by law
- Adhere to guidelines and policies mandated by the Texas Education Agency and the U.S. Department of Education

The Board shall be responsible for developing the policies to support the purpose of the District and ensuring that District employees and others engaged in business with the District follow all relevant laws, regulations, and procedures. The Board shall provide oversight of the District's major management systems: not limited to finance, human resources, safety and security, construction management, facilities, custodial services, transportation, food service, purchasing, and technology.

While holding the Superintendent accountable for performance of these systems, the Board shall not interfere with the Superintendent's management of the District.

Related Policies: BAA (LEGAL and LOCAL)

This procedure is intended to outline how the board wishes to conduct business as a body. A violation of any provision of this procedure does not affect the validity or legality of any board action otherwise properly adopted. This procedure may be revised by the board at any meeting at which the item has been properly posted in advance.

Role and Authority of Board Officers

No Board Member or Officer has authority outside the Board meeting.

No Board Member can direct employees in regard to performance of their duties.

President

In addition to the duties required by law, the Board President shall:

1. Preside at all Board meetings unless unable to attend.
2. Follow the parliamentary guidelines in Robert's Rules of Order.
3. Appoint all Board committees, unless otherwise provided by policy, this procedure book, or Board consensus.
4. Serve as the Board's spokesperson with the media, at community events and at district events such as Convocation.

Vice-President

1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
2. Become President only upon being elected to the position.
3. Perform other duties as prescribed by the Board.

Secretary

1. The Board shall assign a District employee to provide assistance to the Board and perform the duties of the Board Secretary.
2. Ensure that an accurate record is kept of the proceedings of each Board meeting.
3. Ensure that notices of Board meetings are posted and sent as required by law.
4. Sign or countersign documents as directed by action of the Board.

Board Member Compliance with Operating Procedures

- Individual Board Members and/or the Superintendent of Schools are encouraged to express their concerns about a Board Member's compliance with Board Operating Procedures directly with that member, verbally, followed by any written communication.
- If the issue is not resolved after personal discussions between the individuals involved, then discussion with the Board President is appropriate. The Board President shall discuss the concern with the Board Member in question on behalf of the individual concerned, or the President shall moderate a discussion between those involved. If the concern involves the Board President, the Board Vice President shall serve this role.
- If the issue still is not resolved, the Board President shall place an item on the next meeting agenda for a Closed/Executive Session posted as "Deliberation of Duties of a Public Officer." Alternatively, three Board Members can notify the Board President and request the item be placed on the next meeting agenda.
- In Closed/Executive Session, the individuals with the concern shall state their concern and provide specific examples to support that concern and the Board shall discuss the concern. Among other options to resolve the matter in Closed/Executive Session, Board Members may encourage the Board Member to attend specific training related to the Board Operating Procedures.
- If the Board Member in question does not believe his or her behavior is in conflict with Board Operating Procedures even in the Closed/Executive Session discussion, the matter will be addressed by majority vote of the Board in open session, with options including, but not limited to, the following:
 - a. Require the Board Member to attend specific training related to the Board operating Procedures.
 - b. Formally reprimanded in public meeting.
 - c. Removal from any Board-appointed office.
- Discussions about compliance concerns should be intended to resolve the concern while avoiding any punitive actions. Discussions could include reminding the Board Member whose behavior is in question about the adopted Board Operating Procedures how the questionable behavior does not comply with those procedures. The discussion could also identify more appropriate alternatives to the questionable behavior or refer the Board Member to policies or procedures that outline approved ways to deal with the issue that prompted the questionable behavior.
- While the Superintendent of Schools is encouraged by these procedures to report to the Board President or other members in the event a compliance concern is not addressed individually, Board Members will not take concerns about fellow Board Members to the Superintendent of Schools.

Related Policies: BAA (Legal and Local); BBC (Legal); BBE (Legal and Local); BBF (Local); BDAA (Local); BDAA (Legal); BF (Local)

Preparing the Board Meeting Agenda

The normal deadline for submitting items for inclusion on the agenda is one week prior to the meeting. No agenda items shall be added after the agenda is officially posted 72 hours prior to the Board meeting.

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.

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 Board President's approval, or Vice President, in absence of the Board President. In reviewing the preliminary agenda, the President shall ensure that any topics the Board or individual Trustees 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 Trustee without that Trustee's specific authorization.

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, as provided by law. The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

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.

The order of 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

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

Related Policies: BE (LEGAL and LOCAL)

This procedure is intended to outline how the board wishes to conduct business as a body. A violation of any provision of this procedure does not affect the validity or legality of any board action otherwise properly adopted. This procedure may be revised by the board at any meeting at which the item has been properly posted in advance.

Preparing for Board Meetings

1. The superintendent will ensure that supporting information required for informed decision-making is prepared in advance when possible and included in the board meeting agenda packet.
2. 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 two hours prior to the time of an emergency meeting.
3. The superintendent will ensure that agenda packets are distributed to board members in a timely manner before the scheduled board meetings.
4. Board members prepare to address agenda items by doing the following:
 - a. Reading agenda packet materials before each board meeting.
 - b. Calling the superintendent with questions about agenda items or background information at least one business day before the scheduled board meeting.
5. Receiving answers to questions in advance does not preclude board members from asking relevant questions about agenda items during board meetings.

Related Policies: BE (LEGAL and Local)

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Participation at Board Meetings

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

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

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 trustee's 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. Public comment shall be limited to the designated open forum portion of a meeting, with the exception of public hearings.
2. 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.
3. Speakers shall be acknowledged by the President before speaking and must state their first and last name and the intended topic of comments.
4. Public comments shall be limited to five minutes per speaker. The Board may have allotted time reduced if an unusually large number of persons wish to speak.
5. Speakers will refrain from direct questions to Board members, the Superintendent, District Staff or members of the audience while speaking.
6. Speakers may not accrue minutes from other speakers.
7. Speakers shall not use profane or vulgar language.
8. Speakers shall refrain from making personal attacks against any person.
9. Speakers shall remain in designated area for public comment.

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

The President of the Board has the authority to request that the appropriate member or administrator follow up with the individual regarding the information or concern presented to the Board.

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

Related Policies: BED and BE (LEGAL and LOCAL), FNG (LOCAL)

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Voting by Board Members

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.

Related Policies: BE (LEGAL and LOCAL),

This procedure is intended to outline how the board wishes to conduct business as a body. A violation of any provision of this procedure does not affect the validity or legality of any board action otherwise properly adopted. This procedure may be revised by the board at any meeting at which the item has been properly posted in advance. MTGS2

Board Workshops

1. Workshops conducted by the School Board shall begin at times designated by the Board, the Board President, and Superintendent.
2. Workshop topics are determined by the board and aligned with priorities that are established annually in accordance with district goals and will be scheduled monthly or more frequently, as needed.

The workshop meeting location and time will be listed in the meeting notice. The public and the media are encouraged to attend workshops.

3. Board Workshops will focus on the areas as listed on the calendar for Continuous Improvement / Constraint Monitoring / Compliance Reporting.

Related Policies: BAA (Local); BE (Legal and Local)

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Board Monitoring Calendar

	Board Workshop	Regular Meeting
January	Board Monitoring Goal 1.1	Goal 1 – Early Literacy Athletics Mid Year Update Fine Arts Mid Year Update Competitive Academics Mid Year Update
February	Goal 3.1	Goal 1.2
March	Goal 1.1 Curriculum Updates (Mgmt. System)	Goal 2.2
April	Board Monitoring	Goal 1.1 Board Continuing Education Report
May	Professional Development – (End of Year Review/New Year Plan)	Goal 1 – Early Literacy (Early Literacy Plan) Head Start Report
June	Budget Curriculum Updates Internal Audit Update SHAC Report TASB SLI	Goal 1.2 Walk-throughs (TTESS/TPESS/Evaluation Progress)
July	Board Monitoring Goal 3.1	Goal 1.1 Athletics Year End Update Fine Arts Year End Update Competitive Academics Year End Update
August	Budget	Accountability 101 STAAR Data, Accountability updates, Etc. Budget
September	Goal 2.1 Curriculum Updates	Goal 2.2 Campus/District Improvement Plans Internal Audit Plan
October	Board Monitoring Legislative Update TASA/TASB Convention	Goal 1.2 Rose City Summer Camp Report
November	Team of Eight	Goal 1 – Early Literacy District School Redesign (Transformation) First Rating Report
December	Goal 2 Goal 3 TAPR Report PBMAS Report	Goal 2.1 Walk-throughs (TTESS/TPESS/Evaluation Progress) Curriculum Updates

*The calendar will be reviewed annually and the reporting schedule is subject to change based on available data.

Board Member's Request for Additional Information

1. Members should request information not related to a meeting agenda item directly from the superintendent and/or board secretary.
2. The superintendent will determine if the information requested is available from existing sources or records or if it requires a special, one-time-only report.
3. If the requested information can be provided from readily available data with no diversion of staff time, it will be provided as soon as is reasonable.
4. In the event the request requires a special report that will divert staff time from established priorities, the superintendent will notify the requester and the board president.
5. The board president will place the request for information on the next meeting agenda to determine if a majority of the board agrees that the requested information is important for its future decision-making.
6. If the board agrees that the information is important for future decision-making, the superintendent will direct that a report be developed and provided as requested by the board.
7. All team members will receive a copy of any report generated by a board member's request in accordance with this procedure.

Reporting Requirement Concerning Board Member Requests for District Information Section 11.1512, Texas Education Code:

- (e) The district shall report annually to the Texas Education Agency not later than September 1 of each year:
- (1) the number of requests submitted by a member of the board of trustees of the district under Subsection (c) during the preceding school year; and
 - (2) the total cost to the district for that school year of responding to requests under Subsection (c).
- (f) In this section, "official capacity" means all duties of office and includes administrative decisions or actions.

Related Policies: BBE (LOCAL)

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Communicating with Team Members between Meetings

Board Members

1. Board Members may use mail, email, voice mail, text messaging, fax, phone, special committee meetings or personal contact to communicate with each other; however, Board Members shall never meet, talk, text or e-mail in a group large enough to constitute an official meeting, typically four (4) or more, unless notice has been posted. In email or text messaging, "Reply to All" should be avoided.
2. Board Members who participate in social media such as, but not limited to, Facebook, Google+, LinkedIn or Twitter, should be careful to avoid online conversations that could be construed as speaking for the Board or constituting an online Board meeting, continuing board business from a past or future meeting, or portraying the Board/District in a negative connotation.

Superintendent

1. Board Members will keep the Superintendent informed of concerns in a timely manner. It is the Superintendent's job to take action and resolve situations. Board Members should not violate the chain of command, causing disrespect and unclear expectations between Staff, Superintendent, and Board.
2. Superintendent will communicate information to all Board Members in a timely manner, including requests from the Board President.
3. The superintendent will meet with the board president as needed, or communicate by telephone, fax, and/or e-mail to inform him or her of district issues that may need to come before the board for information or action.
4. Questions submitted to the Superintendent via email or other electronic means should NOT be sent simultaneously to the entire Board. Doing so may constitute an online meeting.
5. Information shared by Superintendent to Board in executive session will be kept confidential until Superintendent notifies the Board that information is public.

Related Policies: BE (LEGAL) and BJA (LOCAL)

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Communicating with the Media

1. The board president or, in his or her absence or by appointment, the designee will serve as the board spokesperson to the media on issues regarding board actions or governance issues.
2. The superintendent or, in his or her absence, a specified designee shall be the official district spokesperson to the media on district issues.
3. A board member receiving a call from the media requesting information, comments, or an interview will inform the media representative that the superintendent is the board's designated contact for official information about district business and that the board president is the board's designated contact for official positions on the board's actions or decisions as a body.
4. Upon agreement, board president and superintendent may designate board members to speak on unique issues separate from district governance.
5. Board members who do speak with media representatives will clarify at the beginning of the interview that they are speaking as individuals rather than as authorized representatives of the board of trustees.
6. When speaking as an individual, the board member may remind media representatives of the official position or action already taken on the issue by the board of trustees and refer them to the board's designated spokesperson for further information about those actions.
7. When speaking to media representatives, board members will generally avoid stating opinions or speculating about possible board action on issues that are scheduled for discussion at a future board meeting and explain that decisions will be made after deliberation with members of the board at a meeting.

Related Policies: BBF (LOCAL), and BJA (LOCAL)

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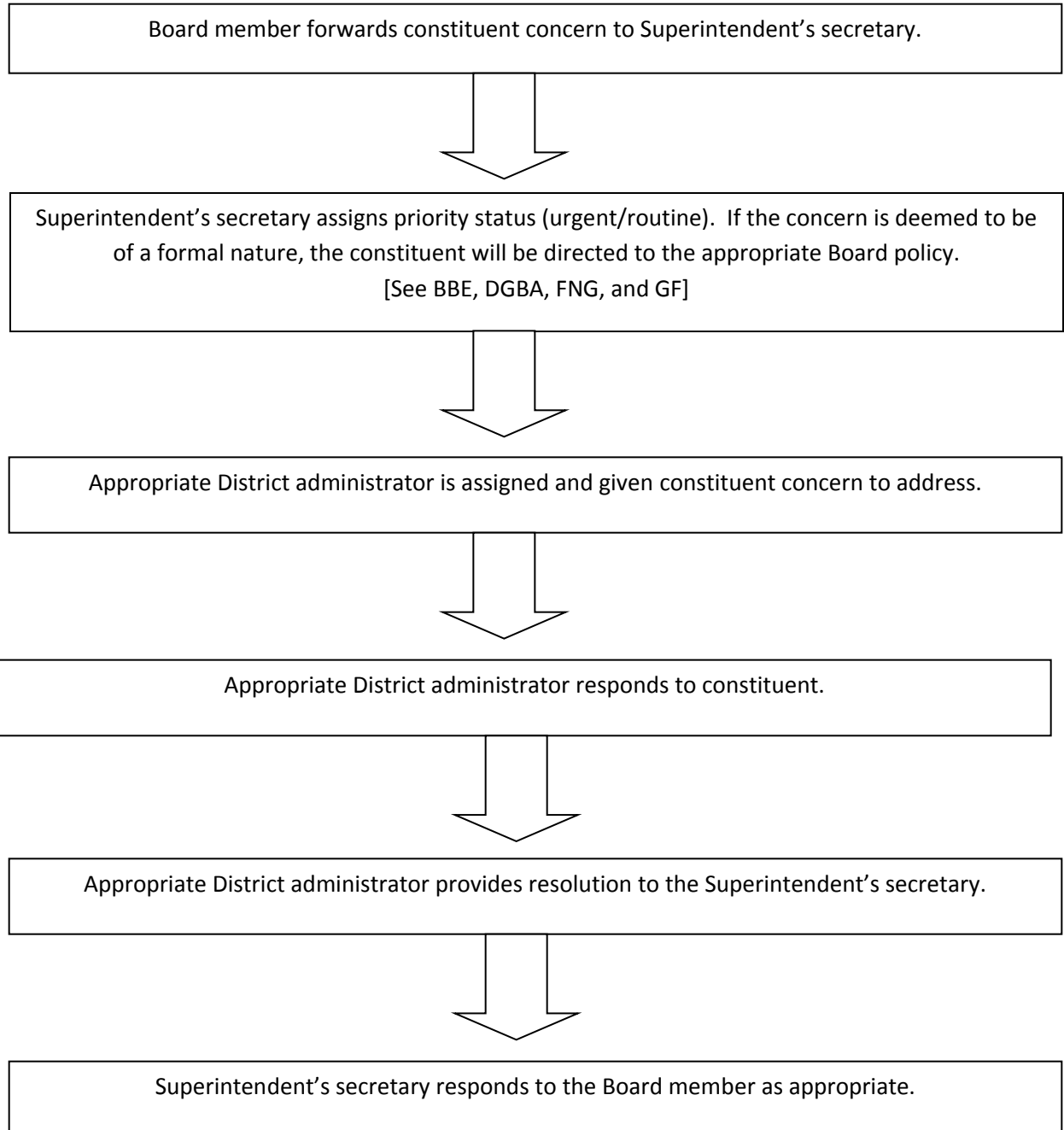
Communicating With the Community

1. Board members must provide service to constituents but should not involve themselves in problem management. It is the intention of the School Board to meet these standards and follow these processes.
2. The Board and individual Board Members shall follow all state laws and regulations regarding the prohibitions of Board involvement in management.
3. As elected officials and Trustees acting on behalf of the public, Board Members have a responsibility to be accessible to the public and assist citizens with suggestions, questions, or complaints regarding the schools in the District. The following definitions shall apply:
 - a. Constituents are residents of the community who are represented by an elected public school District Board member. Constituents are receivers of public services and/or provide public funds for those services directly or indirectly.
 - b. Governance is the primary role of the elected school District Board member. Governance involves ensuring the delivery of required educational and support services in the District by providing oversight and policy to the Superintendent regarding those services and desired results. Governance is strategically based guidance and policy focused on effecting system improvement.
 - c. Management is the responsibility of the District Superintendent who is an employee of the Board and operates within District policy established by the School Board and all applicable state and federal laws and regulations. Management includes directing staff, allocating resources, administering programs and providing support services to improve school system effectiveness and successfully achieve District academic objectives.
 - d. *Appropriate* constituent service is defined as each Board member ensuring that management takes responsibility for helping citizens receive the services that the Texas Education Agency intends the District to provide, using the systems and resources provided for those services.
 - e. *Inappropriate* constituent service is defined as Board member involvement in management or delivery of specific services or desired result, even if the problem is serious and/or the board member's involvement is minimal. This includes an obligation not to confer special advantage on employees, parents, students, vendors or any other person or entity outside regular management decision-making processes established by policy or management directive to guarantee fairness and equity.

4. Recognizing the need to provide quality service to constituents, the Board and Superintendent shall work together to put into place a system for tracking and responding to constituent inquiries.
5. The goal of the District shall be to respond promptly and professionally to any questions or concerns of the public. To this end, the public is encouraged to use published telephone numbers to contact the appropriate District personnel regarding issues or questions. Another valuable resource is the District website www.tylerisd.org which contains policy, procedures and the status of various ongoing programs which will often answer many questions. The website also provides access to those who want to send questions and comments directly to the Superintendent using electronic mail.
6. See Appendix A for Constituent Service Flow Chart regarding the protocol for constituent service requests. [BBE(EXHIBIT)]
7. The assigned District Administrative personnel shall respond to the constituent and forward the resolution to the Board Secretary. The Board Secretary shall be responsible for ensuring that the respective Board member is advised of action on the constituent requests.
8. Response to constituent requests shall be managed on a priority basis. The board Secretary and District staff shall establish priorities considering all requests. The priority in which requests are answered is based on the urgency of the specific issue and not the importance of each request. The Board considers all requests to be important and warranting an expedient response. In cases where extensive staff work is required to collect data or research information to respond, an interim response will be provided to the constituent by the assigned district administrative personnel.
9. Constituent request data shall be managed by the Superintendent's Office.
10. The constituent services response shall comply with other local policies and procedures to ensure that complaints by employees, parents, students, or other members of the public are addressed and are in concert with existing policies. [See DGBA, FL, FNG, and GF]

Appendix A

CONSTITUENT SERVICE FLOW CHART TYLER INDEPENDENT SCHOOL DISTRICT



Board Member Visits to Campuses and District Facilities

- Board members are encouraged to attend as many campus events as their time permits.
- As a courtesy to the Administration, Board members will make every effort to notify the Superintendent's Office in advance of visiting a campus.
- Board members are required to check in with the principal's office and follow campus guidelines for visitors.
- Board members may interact with any staff member or student during conference periods, lunch, recess, and before or after school without interrupting scheduled learning periods or interfering with the learning process.
- Board members are not to go unannounced into teachers' classrooms or individual buildings for the purpose of evaluation.
- When visiting with teachers of their own children, board members will make it clear that they are acting as parents rather than as board members.
- Board members will not request or accept extraordinary consideration or favors from any district employee.

This does not pertain to visits as a parent, as a spectator to school events, or other events open to the general public or by invitation.

Related Policies: BBE (Legal); BBE (Local); GKA (Legal); GKA (Local)

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Board Operating Procedures Annual Review

1. Board Members shall review annually and update as needed as a part of Board training and orientation.
2. A work session may be called to review or update the guidelines if necessary.

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Board Training

School board members must complete continuing education training required by the State Board of Education (SBOE). Tex. Educ. Code §11.159(b); 19 Tex. Admin. Code §61.1. To the extent possible, entire boards are encouraged to participate in continuing education programs together. 19 Tex. Admin. Code § 61.1(i).

TRAINING REQUIREMENTS FOR SCHOOL BOARD MEMBERS

Length of Service	Local District Orientation	Intro to TEC	Open Government ³	Cybersecurity	Post-Legislative Update to TEC	Child Abuse Prevention	Evaluating and Improving Student Outcomes (formerly SB 1566)	Team Building	Additional Continuing Education (based on assessed needs)
New Trustees (First Year) ~25 hrs	Local Orientation ² 3 hrs	3 hrs	OMA 1-2 hrs PIA 1-2 hrs	~1 hr each year	N/A because update is incorporated into Intro to TEC	1 hr every two years	3 hrs ² every two years	3 hrs ² each year with all trustees and superintendent	10 hrs first year
Experienced Trustees (After First Year) 9-16 hrs ¹	Can attend, but not required				Sufficient length ~1-2 hrs after each legislative session				5 hrs each year
Providers	School District	ESC	TASB or other registered provider	See Department of Information Resources website	TASB or other registered provider	TASB or other registered provider	TASB or other authorized provider	TASB or other registered provider	TASB or other registered provider

Training Requirements Notes:

- ¹ Required hours after the first year will vary depending on how the Post-Legislative Update, Child Abuse, and Student Achievement and Accountability hours fall for an individual trustee.
- ² Trustees may receive any training online **except** Local Orientation for new board members, Team Building, and Student Achievement and Accountability.
- ³ **OMA and PIA training** is required (outside of SBOE rule) of all elected officials within 90 days of election or appointment. PIA training may be delegated by district policy.

OMA: Open Meetings Act
TEC: Texas Education Code
PIA: Public Information Act
SBOE: State Board of Education



Updated 03/2020

New Board Member Orientation

1. New Board Members should attend as much training as possible during their first year of service.
2. The Superintendent and administration will meet with each new member as soon as practical after joining the Board. The Superintendent will review the On-boarding process that has been developed.
 - a. The Superintendent will arrange for new Board Members to visit with key staff members to familiarize themselves with such issues as finance, budgets, curriculum and instruction, safety and discipline issues, school management issues, and other issues of interest.
 - b. Every new Board Member should meet with the Superintendent regarding Continuous Improvement and specifically how the Board of Trustees utilizes this philosophy to conduct its business.
 - c. Topics for discussion could include the following:

Review of Operating Procedures Manual

Superintendent and Board Member Relationship

Understanding the Team of 8

Meetings of the Board (Work Session, Regular, and Called)

Board Officer Elections

Standards of the Duties of a Board Member

Board Member Ethics

Role and Authority of Officers Travel and Training

Allowable expenses; credit card issuances Hotel/travel arranged by Superintendent's office

Review Calendar for Major Events and Dates (Summer Leadership Institute, Open Meetings and Public Information Act Training, State Convention, Graduation, Convocation, Team Building Session, Education Foundation Luncheon, PTA Luncheons)

School Visit Guidelines

Communications/Local Complaint Policy/Dealing with Media

Continuing Education Requirements and Expectations

Review of Open and Closed Meetings

Review of Board Meeting Process/Packets

Review of TASB

Membership in TASB (benefits and uses)

Review of Policy (Difference in Legal, Local, and Regulation, where to find)

Review of Personnel Structure of ISD

Superintendent's contract

Superintendent's Evaluation / Board of Trustees Evaluation

Continuous Improvement

APPENDIX

BOARD'S CONSTRAINTS FOR THE BOARD

CONSTRAINT 1: The Board will not allow the Board collectively or any Trustee individually to violate policy BAA (LEGAL) regarding the power and duties of the Board or BBE (LEGAL) or BBE (LOCAL) regarding the Board's authority.

CPM 1.1: The Board collectively and individual Trustees will satisfy Texas governance training requirements; participate in growth and improvement opportunities as reported at the last regular meeting of the board before an election of trustees.

CONSTRAINT 2: The Board will not allow the Board collectively or any Trustee individually to perform or appear to perform any of the roles delegated to the superintendent as articulated in policies BJA (LEGAL) or BJA (LOCAL).

Subject: Board Resolution and Interlocal Agreement between Tyler ISD and Education Service Center Region 10 for Participation in the 457(b) FICA Alternative Plan and for Third Party Administrative Services under the 403(b) Plan

BACKGROUND INFORMATION

In 2018, the Board adopted the resolution authorizing and approved the Interlocal Agreement related to participation in the Education Service Center Region 10 for the 457(b) FICA Alternative Plan. The District's 403(b) plan is currently managed by PenServ.

ADMINISTRATIVE CONSIDERATION

Currently, the 457(b) and 403(b) plans are being managed by two different companies. By entering into a new Interlocal Agreement we are consolidating the administration of both plans under one company. There are no fees associated with this agreement upon execution of the contract Addendum.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board adopt the Resolution Authorizing Participation in the Education Service Center Region 10 Retirement Management Services Cooperative and approve the Interlocal Agreement with Education Service Center Region 10 for the 457(b) FICA Alternative Plan and the 403(b) Third Party Administrative Services and the Addendum, to be effective October 1, 2020 for one year with automatic annual renewals.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork
Sandra Petrick

07-20-20

**EDUCATION SERVICE CENTER REGION 10 RETIREMENT ASSET MANAGEMENT SERVICES (RAMS)
BOARD RESOLUTION**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TYLER INDEPENDENT SCHOOL DISTRICT (“BOARD”) APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE DISTRICT AND EDUCATION SERVICE CENTER REGION 10 WHICH SPONSORS THE RETIREMENT ASSET MANAGEMENT SERVICES PROGRAM (“RAMS”) AUTHORIZING THE ESTABLISHMENT OR TAKEOVER OF ONE OR MORE PLANS AS SELECTED BELOW.

WHEREAS, the BOARD of the Tyler Independent School District (“DISTRICT”) has been presented a proposed Interlocal Agreement for one or more of the plans selected below, between Education Service Center Region 10 and the DISTRICT; and

WHEREAS, the DISTRICT, pursuant to the authority granted under Sections 791.001 to 791.029 of the Local Government Code, V.T.C.A., as amended, desires to participate in the described programs selected below sponsored by the Education Service Center Region 10 and in the opinion of the District participation in this program will be highly beneficial to the District and its employees; and

WHEREAS the DISTRICT is eligible to sponsor the plans selected.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE DISTRICT:

- (1) The Terms and Conditions of the Interlocal Agreement to join the ESC Region 10 Cooperative having been reviewed by the BOARD and found to be acceptable and in the best interests of the District and its employees are hereby in all things approved; and (mark all applicable choices)
- (2) (a) The BOARD hereby establishes a 457(b) Plan for the exclusive benefit of the eligible employees of the District; *or*
(b) The BOARD has a previously established 457(b) plan and hereby adopts the ESC Region 10 457 Cooperative Master Plan Document, agrees to invest the Plan funds in the ESC Region 10 457 Cooperative Trust and appoints the ESC Region 10 and the ESC Region 10 457 Cooperative Investment Advisory Committee to act on the District’s behalf in all matters involving the Plan, with the exception of specific provisions elected by the DISTRICT regarding its Plan effective October 1, 2020; and/or
- (3) (a) The BOARD hereby establishes a 457(b) FICA Alternative Plan for the exclusive benefit of the eligible employees of the District; *or*
(b) The BOARD has previously established a 457(b) FICA Alternative Plan and does hereby adopt the ESC Region 10 457(b) FICA Alternative Plan Document, the ESC Region 10 457(b) FICA Alternative Plan Trust and appoints the ESC Region 10 Investment Advisory Committee to act on the District’s behalf in all matters involving the Plan and Trust, with the exception of specific provisions elected by the DISTRICT regarding its Plan effective _____; and/or
- (4) (a) The BOARD hereby establishes the 401(a) Teacher/Employee Retention and Recruitment Plan (“TERRP”) for the exclusive benefit of the eligible employees of the District; *or*
(b) The BOARD has previously established a 401(a) defined contribution plan for the DISTRICT and does hereby adopt the TERRP 401(a) Retirement Plan Document, the 401(a) TERRP Trust and appoints the ESC Region 10 Investment Advisory Committee to act on the District’s behalf in all matters involving the Plan and Trust, with the exception of specific provisions elected by the DISTRICT regarding its Plan effective _____; and/or
- (5) The BOARD does hereby adopt the Interlocal Agreement with Education Service Center Region 10 for 403(b) Third Party Administration Services; and/or
- (6) The BOARD hereby instructs that the assets of the selected plans above (if any) in which the applicable ESC Region 10 Trust was selected be moved from the current custodian or trustee to the applicable ESC Region 10 Trust at Matrix Trust as soon as is practical and that the administration of the Plan be moved from the current administrator to TCG Administrators, the third party administrator for the ESC Region 10 RAMS programs; and/or
- (7) The BOARD does hereby adopt the Interlocal Agreement with Education Service Center Region 10 for Financial Wellness Services at the fee shown in such Interlocal Agreement; and/or

- (8) The BOARD hereby appoints the Assistant Superintendent of Finance & Operations, or his/her successor or his/her designee, as DISTRICT Plan Administrator, and further authorizes him/her to implement and manage the DISTRICT'S participation in the applicable Plans under the direction of the BOARD; and
- (9) The District's Plan Administrator is hereby authorized to execute the applicable ESC Region 10 RAMS interlocal agreements, contracts and other legal documents on behalf of the DISTRICT and to take whatever additional actions that are necessary to set up and maintain the participation of the DISTRICT in the applicable ESC Region 10 RAMS programs and to maintain compliance with relevant regulations issued or as may be issued.
- (10) This Resolution shall be effective immediately upon its passage.

Duly PASSED and APPROVED by the BOARD this day _____

Attest:

By: _____
Title: Board President

By: _____
Title: Board Secretary

**INTERLOCAL AGREEMENT
Education Service Center Region 10**

Contracting Parties

Education Service Center Region 10 (ESC Region 10)

and

Tyler Independent School District (the "Employer")

This agreement is effective October 1, 2020 ("Effective Date") and shall remain in effect for the period beginning with the Effective Date and twelve (12) months thereafter ("Term"). This agreement shall continue unchanged for successive twelve month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

Statement of Services to be Performed: Provide 403(b) Third Party Administration Services ("403(b) TPA Services") to the Employer through the ESC Region 10 Retirement Asset Management Services.

The Employer hereby delegates to ESC Region 10 and its designated 403(b) TPA the responsibility for the 403(b) Plan functions (a) in accordance with Section 403(b) of the Internal Revenue Code and other applicable federal and state rules as may be amended from time to time and (b) as listed under "Role of ESC Region 10" below.

Authority for such services is granted under sections 791.001 through 791.015 and 791.025 of the Government Code, V.T.C.A. as amended.

Role of ESC Region 10

1. Provide for the organizational and administrative structure of the program, including the following 403(b) TPA Services:
 - (a) Assist Employer to develop written 403(b) Plan rules, including providing a Written Plan that meets the requirements of applicable 403(b) regulations under Section 403(b) of the Internal Revenue Code of 1986, as amended.
 - (b) Obtain agreements from vendors to comply with the Employer's Plan rules
 - (c) Screen new vendors for compliance
 - (d) Provide 403(b) Plan website and Plan data base
 - (1) All Plan transaction requests from participants (enrollment, distributions, etc.) go through the TPA via a website
 - (2) TPA monitors and implements processes for compliance with all Plan rules; all federal laws and regulations applicable to 403(b) plans; and State laws and regulations applicable to 403(b) plans, including the processes listed below
 - i. Eligibility
 - ii. Enrollment
 - iii. Contributions
 - iv. Distributions
 - v. Loans
 - vi. Transfers and Rollovers

vii. Any other services mutually agreeable to the Employer, TPA and ESC Region 10

- (e) Transactions transmitted electronically to vendors
- (f) Vendors process transactions and send electronic records to TPA
- (g) TPA (not vendors alone) maintains records of transactions to facilitate Plan audits
- (h) TPA website also used to educate employees on need for retirement savings
- (i) TPA provides common remitter of all payroll deduction contributions to vendors and ensures that contributions are remitted to employees' accounts timely and in accordance with federal and state regulations
- (j) TPA submits all employees' contributions received from Employer to all 403(b) vendors in a timely manner and in accordance with applicable state and federal regulations
- (k) TPA provides training for Employer staff and assists Employer in communicating aspects of the Plan to employees
- (l) TPA provides support for Employer in assuring that the Plan meets the "universal eligibility" requirements of Section 403(b) of the Internal Revenue Code and other applicable federal rules as may be amended from time to time
- (m) TPA provides any other services required by the final 403(b) regulations issued by the Internal Revenue Service
- (n) TPA provides reports to the Employer necessary for Plan compliance as needed and requested, including payroll and vendor account reports, distribution/account transaction reports, reports of who is participating in the 403(b) Plan and any other reports mutually agreeable to the Employer, the TPA and ESC Region 10.

2. Provide staff time necessary for efficient operation of the program.
3. Initiate and implement activities related to the TPA vendor(s) selection process.
4. Facilitate the delivery of the services purchased at an initial fee of \$1.50 per month per participant in the Employer's 403(b) Plan. This fee may be adjusted by ESC Region 10 with one hundred twenty (120) days notice prior to the end of the Term.
5. ESC Region 10 will ensure that a conflict of interest does not exist between the TPA's duties as defined herein, applicable state law and the interests of the Employer and its employees. Specifically, Region 10 will ensure that the TPA will not sell 403(b) voluntary products to employees of the Employer either directly or indirectly.

Role of the Member Employer:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase the services designated herein when it is in the best interest of the Employer.
4. Accept the services from TPA vendor(s) in accordance with standard procedures of the Employer.
5. Pay TPA and/or ESC Region 10 in a timely manner for all goods and services received.

6. Supply payroll data in good order to the TPA for distribution to the vendor(s) and forward participating employees' payroll deduction contributions to the TPA in a timely manner for distribution to the 403(b) vendors in the Employer's 403(b) Plan.
7. Provide electronic data exchanges to the TPA in accordance with the TPA's specifications to facilitate timely and efficient processing of Plan transactions. Employer and Region 10 agree that the TPA's data specifications must be mutually agreeable to the Employer and TPA or the services listed under "Role of ESC Region 10" will not be provided and no fees will be assessed to the Employer.
8. Require the use of the 403(b) TPA's Internet Website by employees to conduct all 403(b) Plan transactions.

Authorization:

Please send a copy of the signed Interlocal Agreement to TCG Administrators at onboard@tcgservices.com.

District: Tyler ISD

Education Service Center Region 10

By _____
Authorized Signature

By _____
Authorized Signature

President, Board of Trustees
Title

Executive Director
Title

Date

Date

Tosha Bjork
Contact Person

Dr. Gordon Taylor
Contact Person

Assistant Superintendent of Finance & Operations
Title of Contact

972-348-1004
Telephone Number

1319 Earl Campbell Parkway
Street Address

Tyler, TX 75701
City, State, Zip Code

tosha.bjork@tylerisd.org
E-mail Address

903-262-1095
Telephone Number

ADDENDUM

The Education Service Center Region 10 Interlocal Agreement for 403(b) Administration (the "Agreement") between Tyler ISD (the "Employer") and ESC Region 10 entered into effective as of October 1, 2020 (Effective Date) is modified by this Addendum as stated herein.

TCG Administrator, LP (the "Third Party Administrator") hereby agrees to waive its fees to the Employer for the 403(b) administration under its contract with ESC Region 10 in return for agreement by the Employer that all retirement plan services for its 457(b) Plan, FICA Alternative Plan and 403(b) Plan will be placed with the ESC Region 10 RAMS retirement plan services cooperative.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date above.

EMPLOYER:

THIRD PARTY ADMINISTRATOR:

Tyler ISD

TCG Administrators, LP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**INTERLOCAL AGREEMENT
Education Service Center Region 10**

Contracting Parties

Education Service Center Region 10 (ESC Region 10)

and

Tyler Independent School District (the "District")

This agreement is effective October 1, 2020 ("Effective Date") and shall remain in effect for the period beginning with the Effective Date and twelve (12) months thereafter ("Term"). This agreement shall continue unchanged for successive twelve month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

Statement of Services to be Performed: Provide a 457(b) Retirement Savings Plan ("Plan") to the District through the ESC Region 10 457 Cooperative and Master Plan.

Authority for such services is granted under sections 791.001 through 791.015 and 791.025 of the Government Code, V.T.C.A. as amended.

Role of ESC Region 10

1. Provide for the organizational and administrative structure of the program, including a Trust for investment of Plan funds, oversee the investments of the Trust, and provide a Plan document to the District.
2. Provide for an Investment Advisor to oversee the investments offered in the Cooperative and Master Plan and to accept fiduciary responsibility for the selection of the investments offered to employees participating in the Cooperative and Master Plan.
3. Provide staff time necessary for efficient operation of the program.
4. Initiate and implement activities related to the vendor(s) selection process.
5. Facilitate the delivery of the services purchased.

Role of the Member School District:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase the services designated herein when it is in the best interest of the District.
4. Accept the services from vendor(s) in accordance with standard procedures of the District.

Subject: Consider approval of the Common Remitter Services Provider Contract with TCG Administrators

BACKGROUND INFORMATION

The District utilizes TCG Administrators to manage the 457 FICA Alternative Plan through the Region 10 Education Service Center Retirement Asset Management Services (RAMS) FICA Alternative Program.

ADMINISTRATIVE CONSIDERATION

As the District continually reviews and seeks ways to provide better benefits for district employees and due to financial hardships encountered during the coronavirus pandemic, entering the Common Remitter Services Provider contract will allow employees an affordable borrowing option for qualified participants. Repayment of the loan to TCG will occur through payroll deductions.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the Common Remitter Services Provider Contract with TCG Administrators to be effective September 1, 2020 for one year with automatic annual renewals.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Sandra Petrick

07-20-20

Subject: District Evaluation Procedures, District Appraisal Calendar and T-TESS Appraisers for the 2020-2021 School Year

BACKGROUND INFORMATION

All school districts have two choices in selecting a method to appraise teachers; a teacher-appraisal system recommended by the Texas Commissioner of Education or a local teacher appraisal system. The commissioner's recommended teacher-appraisal system, Texas Teacher Evaluation and Support System (T-TESS) was developed in accordance with TEC 21.351 and it is being recommended for all of the district's teachers.

The principal appraisal instrument has been designed to meet the requirements of the commissioner rule (TAC 150.1022). The Texas Principal Evaluation Support System (T-PESS) is the Commissioners recommended principal evaluation system for the state of Texas starting in the 2016/2017 school year.

ADMINISTRATIVE CONSIDERATION

Chapter 150 of 19 TAC requires that the local board approve:

- 1) the district's evaluation procedures, including procedures for determining the selection of a second appraiser
- 2) the district appraisal calendar
- 3) the district appraisers

The district's procedures and calendars have been reviewed by the principals and central administration. The teacher appraisers have completed all T-TESS training and certification requirements through ESC Region VII. Additional appraisers will be recommended to the board for approval when they have completed the training requirements.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the adoption of the District Evaluation Procedures, the District Appraisal Calendar and T-TESS Appraisers for the 2020-2021 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Ronald Jones
Sheri Barberee-Taylor

07-20-20

District Evaluation Procedures 2020-2021

TEACHER APPRAISAL SYSTEM

T-TESS is a process that seeks to develop habits of continuous improvement with evidence-based feedback and professional development decisions based on that feedback through ongoing dialogue and collaboration.

Components of the appraisal process, such as classroom observations and walk-throughs, will be conducted as frequently as necessary to ensure that teachers receive appropriate guidance.

SELF-ASSESSMENT AND GOAL SETTING

- The teacher self-assessment, goal setting, and professional development processes are all interwoven and applied throughout the school year to positively impact each teacher's professional practices and ultimately increase student performance.

Each teacher will review data and reflect on his or her professional practice, including reviewing the domains, dimensions, and descriptors of the T-TESS rubric.

A teacher who is new to the District or who is in the first year of the appraisal process will receive an orientation and will be guided through the self-assessment and goal-setting process to establish a professional development plan. Within six weeks of completing the orientation, a teacher who is new to the District or who is in the first year of the appraisal process will formulate targeted goals on the Teacher Self-Assessment and Goal-Setting Form and schedule an in-person goal-setting conference with his or her appraiser. After the conference, the teacher will submit his or her approved Goal-Setting and Professional Development Plan to the appraiser.

A returning teacher will review the goal(s) and professional development plan established at the end-of-the year conference and student performance data to determine if changes are needed. The teacher will submit to the appraiser his or her approved Goal-Setting and Professional Development Plan within the first six weeks of the school year.

IMPLEMENTATION OF GOALS

Each teacher will regularly monitor progress toward his or her goals. If the teacher feels the goals need to be modified, the teacher should make an appointment with his or her appraiser to discuss individual progress toward his or her goals and/or obtain additional supports.

PRE-CONFERENCE

The purpose of a pre-conference is for the appraiser and teacher to mutually discuss the upcoming formative observation with a focus on the interrelationships between planning, instruction, the learning environment, and student outcomes. The pre-conference will be conducted within 10 days of an announced observation.

District Evaluation Procedures 2020-2021

	<p>The pre-conference will provide the teacher an opportunity to demonstrate his or her knowledge and skills for the planning domain and its correlating dimensions. The conference is primarily focused on the upcoming observation and what the teacher has planned to ensure that the instructional objective(s) are met.</p>
FORMAL OBSERVATION	<p>The teacher will be formally observed in the classroom one time unless the appraiser deems additional observations to be necessary. A classroom observation will be an instructional period or a complete lesson within an instructional period that consists of a minimum of 45 minutes of instruction.</p> <p>By mutual, written consent between the appraiser and the teacher, the required minimum of 45 minutes of observation may be conducted in shorter time segments. The time segments must aggregate to at least 45 minutes.</p> <p>Each teacher may have additional unannounced observations or walk-throughs that provide actionable, timely feedback, which will allow the teacher to make efficient and contextual professional development choices to help refine practice. If data gathered during the additional observation or walk-through will impact the teacher's summative appraisal rating, a written summary will be shared with the teacher within ten working days after the completion of the additional observation or walk-through.</p>
NOTICE	<p>The formal observation for a teacher's appraisal will be announced and determined as set forth during the pre-conference.</p> <p>The District will establish an appraisal calendar each year, and provide the calendar to teachers within the first three weeks of the school year.</p>
POST-CONFERENCE	<p>All observations will include an in-person post-conference within ten working days of the observation.</p> <p>The overall purpose of the post-conference is to provide a teacher an opportunity to self-reflect on the execution of his or her lesson, including the impact on student performance. The results will be used to inform and guide the teacher regarding future practices and growth.</p>
END-OF-YEAR CONFERENCE	<p>The end-of-year conference will be held at least 15 days prior to the last day of instruction to discuss overall performance for the year. End-of-year conferences are mandatory.</p>

District Evaluation Procedures 2020-2021

	<p>Each teacher will provide his or her appraiser with an update regarding the professional goals and development plan that were developed at the beginning of the year.</p>
PRELIMINARY GOAL SETTING AND PLANNING FOR THE FOLLOWING SCHOOL YEAR	<p>Following the end-of-year conference, the appraiser and teacher will discuss how the current year self-assessment and goal-setting process will continue into the next school year for continuous improvement, including professional development to support learning.</p>
SUMMATIVE ANNUAL APPRAISAL REPORT	<p>A written summative annual appraisal report will be provided to the teacher within ten working days of the conclusion of the end-of-year conference. The report will be shared with the teacher no later than 15 working days before the last day of instruction for students. The written summative annual appraisal report will be placed in the teacher's personnel file by the end of the appraisal period.</p>
SUMMATIVE APPRAISAL SCORE	<p>Each teacher will be given an individual rating on each of the sixteen dimensions of the T-TESS summative annual appraisal report. Student growth will act like the seventeenth dimension.</p>
APPRAISER	<p>Each teacher will be appraised by a certified appraiser. If the certified appraiser is not the teacher's supervisor, the appraiser will be selected from the list of certified appraisers approved by the Board.</p>
SECOND APPRAISER	<p>A teacher may request a second appraiser within ten working days of receiving a written observation summary or a written summative annual appraisal report. If a teacher requests a second appraisal by another certified District appraiser, the second appraiser will be determined in accordance with the following:</p> <ul style="list-style-type: none">• The second appraiser will be an administrator based on the teacher's campus.• In the event that there is not a campus administrator available, the Chief of Staff or Executive Director of Human Resources will select an appraiser from the Board approved appraiser list.
TEACHER RESPONSE AND REBUTTAL	<p>A teacher may submit a written response or rebuttal within ten working days of receiving a written observation summary, a written summative annual appraisal report, or any other written documentation associated with the teacher's appraisal.</p>

District Evaluation Procedures 2020-2021

GRIEVANCES

Complaints regarding a teacher appraisal should be addressed in accordance with DGBA(LOCAL).

Texas Teacher Evaluation and Support System (T-TESS)

2020-2021 Evaluation Calendar

The Appraisal Calendar:

- Shall exclude the first three weeks of instruction for formal observations.
- Shall exclude formal observations on the last day of instruction BEFORE any official school holiday and on the first day of instruction AFTER a holiday. Pre-conferences, post-conferences, and walkthroughs are allowed on these days.
- Shall provide that the appraisal process be completed 15 working days before the last day of instruction for students.
- Shall exclude days scheduled for end-of semester or end-of-year examinations.
- Shall exclude days scheduled for STAAR, EOC, or other standardized tests.

Based on the 2020-2021 Boshears Calendar and the stipulations stated above, the following dates indicate the days that formal T-TESS observations **shall not be conducted**. For testing restriction dates, refer to the district assessment calendars.

August/Sept	First three weeks of instruction	August 19, 2020 - September 9, 2020
October	Fall Break	October 2, 2020 - October 19, 2020
November	Thanksgiving Holiday	November 20, 2020 - November 30, 2020
Dec/Jan	Christmas Holiday	December 18, 2020 - January 5, 2021
January	Martin Luther King Day	January 15, 2021 - January 19, 2021
March	Spring Break	February 26, 2021 - March 15, 2021
April	Good Friday & Bad Weather Days	April 1, 2021 - April 5, 2021 & April 22-27, 2021
May	May Break	May 21, 2021 - June 14, 2021
June/July	Summer Breaks	July 2, 2021 – July 12, 2021

Timeline:

Aug. 10, 2020 – Sept. 4, 2020	Complete Orientation for new teachers and T-TESS Update for returning teachers.
Aug. 19, 2020 – Sept. 30, 2020	All Goal Setting and Professional Development Plan conferences must be completed.
Sept. 9, 2020 – June 18, 2021	Formal observation process can begin for teachers that have received orientation or update and have completed the Goal-Setting and Professional Development Conference.
June 18, 2021	Last day to complete the entire appraisal process.
June 18, 2021-July 16, 2021	Last 15 days of instruction to be utilized for requested second appraisals ONLY.

Timeline Restrictions:

- Teachers will submit Goal Setting and Professional Development Plan to appraiser within six weeks from the day of completion of the orientation for feedback and final approval.
- All first year teachers and teachers new to the district will be evaluated during the first semester of employment; formal observation must take place no earlier than two weeks after T-TESS Orientation.
- All formal 45-minute observations must be scheduled at least 10 working days prior to the observation.
- Pre-conferences must be conducted within 10 working days of a scheduled formal observation.
- After the formal observation, a post-conference must take place within 10 working days.
- End-of-Year Conferences must be held at least 15 working days prior to the last day of instruction (**June 18, 2021**)
- A written summative annual appraisal report shall be shared with the teacher within 10 working days following the conclusion of the end-of-the-year conference but no later than 15 working days before the last day of instruction.
- All pre-conferences, formal observations and post-conferences for all teachers must be completed by June 18, 2021. **NO FORMAL OBSERVATIONS SHOULD TAKE PLACE AFTER JUNE 18, 2021.** *The exception would be a teacher who requested a second observation within ten working days after the observation post conference, and was entitled to another observation by a different appraiser. Teachers must complete the T-TESS request for 2nd appraisal form (included in this book).*
- **Walkthroughs** may be conducted and cumulative data may be obtained on any day and at any time throughout the school year.
- Any documentation that would affect a teacher's score shall be shared with the teacher within 10 working days. A summative conference shall be conducted to advise the teacher of any change in the final observation score.



2020-2021 District T-TESS Calendar

July 2020

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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August 2020

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30	31					

September 2020

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October 2020

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25	26	27	28	29	30	31

November 2020

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December 2020

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January 2021

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31						

February 2021

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28						

March 2021

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April 2021


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May 2021

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June 2021

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27	28	29	30			

 T-Tess Restricted Dates for Formal Observations

Aug 19 – Sept 30

Teachers submit T-Tess Teacher Goal Setting Form and Evaluator meets with teacher for feedback and approval

Sept 10

Observations can begin

March 19

Send formal observations impacting contract recommendations

May 5

End all formal observations. All formal written observation summaries, written summative annual appraisal reports and summative conferences shall be completed

June 4

Teacher Summative Annual Appraisal Reports Shall be finalized in Eduphoria STRIVE

The Appraisal Calendar:

- Shall exclude the first three weeks of instruction for formal observations.
- Shall exclude formal observations on the last day of instruction BEFORE any official school holiday and on the first day of instruction AFTER a holiday. Pre-conferences, post-conferences, and walkthroughs are allowed on these days.
- Shall provide that the appraisal process be completed 15 working days before the last day of instruction for students.
- Shall exclude days scheduled for end-of semester or end-of-year examinations.
- Shall exclude days scheduled for STAAR, EOC, or other standardized tests.

Based on the 2020-2021 Boshears Calendar and the stipulations stated above, the following dates indicate the days that formal T-TESS observations **shall not be conducted**. For testing restriction dates, refer to the district assessment calendars.

August/Sept	First three weeks of instruction	August 19, 2020 - September 9, 2020
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November	Thanksgiving Holiday	November 20, 2020 - November 30, 2020
Dec/Jan	Christmas Holiday	December 18, 2020 - January 5, 2021
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March	Spring Break	February 26, 2021 - March 15, 2021
April	Good Friday & Bad Weather Days	April 1, 2021 - April 5, 2021 & April 22-27, 2021
May	May Break	May 21, 2021 - June 14, 2021
June/July	Summer Breaks	July 2, 2021 – July 12, 2021

Timeline:

Aug. 10, 2020 – Sept. 4, 2020	Complete Orientation for new teachers and T-TESS Update for returning teachers.
Aug. 19, 2020 – Sept. 30, 2020	All Goal Setting and Professional Development Plan conferences must be completed.
Sept. 9, 2020 – June 18, 2021	Formal observation process can begin for teachers that have received orientation or update and have completed the Goal-Setting and Professional Development Conference.
June 18, 2021	Last day to complete the entire appraisal process.
June 18, 2021-July 16, 2021	Last 15 days of instruction to be utilized for requested second appraisals ONLY.

Timeline Restrictions:

- Teachers will submit Goal Setting and Professional Development Plan to appraiser within six weeks from the day of completion of the orientation for feedback and final approval.
- All first year teachers and teachers new to the district will be evaluated during the first semester of employment; formal observation must take place no earlier than two weeks after T-TESS Orientation.
- All formal 45-minute observations must be scheduled at least 10 working days prior to the observation.
- Pre-conferences must be conducted within 10 working days of a scheduled formal observation.
- After the formal observation, a post-conference must take place within 10 working days.
- End-of-Year Conferences must be held at least 15 working days prior to the last day of instruction (**June 18, 2021**)
- A written summative annual appraisal report shall be shared with the teacher within 10 working days following the conclusion of the end-of-the-year conference but no later than 15 working days before the last day of instruction.
- All pre-conferences, formal observations and post-conferences for all teachers must be completed by June 18, 2021. **NO FORMAL OBSERVATIONS SHOULD TAKE PLACE AFTER JUNE 18, 2021.** *The exception would be a teacher who requested a second observation within ten working days after the observation post conference, and was entitled to another observation by a different appraiser. Teachers must complete the T-TESS request for 2nd appraisal form (included in this book).*
- **Walkthroughs** may be conducted and cumulative data may be obtained on any day and at any time throughout the school year. of any change in the final observation score.

2020-2021 Calendar

Boshears T-TESS 2020-2021 Calendar

August 2020

S	M	T	W	T	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020

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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020

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22	23	24	25	26	27	28
29	30					

December 2020

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6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30	31		

January 2021

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					1	2
3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

March 2021

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13	14	15	16	17	18	19
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27	28	29	30	31		

April 2021

S	M	T	W	T	F	S
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May 2021


S	M	T	W	T	F	S
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9	10	11	12	13	14	15
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30	31					

June 2021

S	M	T	W	T	F	S
		1	2	3	4	5
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July 2021

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Restricted Dates for Observations 
Additional Dates for teachers who administer STAAR-Alt 2 - March 29- May 7

Aug. 19-Sept. 30
Teachers submit T-Tess Teacher Goal Setting Form and Evaluator meets with teacher for feedback and approval

Sept. 9
Observations can begin

March 19
Send formal observations impacting contract Recommendations.

June 18
End all formal observations.
All formal written observation summaries, written summative annual appraisal reports and summative conferences shall be completed

June 21
Teacher Summative Annual Appraisal Reports Shall be finalized in Eduphoria STRIVE

TYLER ISD APPROVED T-TESS APPRAISERS 2020-2021

Alvarez, Ricardo	Havard, Marlis	Pinkerton, Patricia
Ballard, Aubrey	Helm, Laura	Rhodes, Mitch
Barberee, Sheri	Hinton, Tara	Riggins, Laura
Bitter, Michael	Hoecherl, Aaron	Roach, Christy
Blake, Christopher	Holmes, Vanessa	Robertson, Joel
Bosley, Shelly	Hortman, Amanda	Robertson, Kathy
Brooks, Larena	Johnson, Tamara	Rodriguez, Shannon
Brown, Angelica	Johnston, Tracy	Ross, Tiffany
Brown, Gary	Jones, Georgeanna	Shelby, Brett
Burns, Stephanie	Jones, Jennifer	Sherman, Geoffrey
Chapa, Cassandra	Jones, Ronald	Sherman, Rachel
Clark, Crystal	King, Lora	Simmons, Kimberly
Costner, Shelby	Ladd, Steven	Simmons, Justin
Crain, Natasha	Lane, Claude	Sizemore, Elizabeth
Depalermo, Bethanie	Markle, Bobby	Skillern, Laura
Crawford, Dan	Martin, Melissa	Smiley, John Bailey
Cureton, Sarah	McCaslin, Bridget	Smith, Lauren
Currie, Josh	Miles, Kathryn	Vela, Ricardo
Davis, Julie	Moody, Bethany	Walls, Kristen
Dykman, Jeannia	Muse, Demetruss	Ward, Johnita
Favela, Anais	Nabi, Gretchen	Watson, Rikkita
Floyd, Dexter	Naranjo, Guillermina	Wild, Stacy
Frazier, Delsenna	Nauls, Christopher	Young, Steven
Garrard, Brittany	Newton, Cedric	
Hartsfield, Cassandra	Palmquist, Kerry	
Hanson, Christy	Parker, Brooke	

Subject: Student Code of Conduct for the 2020-2021 school year

BACKGROUND INFORMATION

The Tyler Independent School District's Board of Trustees is committed to providing an excellent educational environment for students and staff. The Board will not tolerate acts by any student that may jeopardize the safety, health or educational opportunities of other students. The Texas Education Code Chapter 37, Section 37.001, mandates that each school district adopt a Student Code of Conduct for the district. The code of conduct outlines the expectations for student behavior and defines what consequences may be issued to students in accordance with Chapter 37 of the Texas Education Code.

ADMINISTRATIVE CONSIDERATION

The Tyler ISD Student Code of Conduct is revised annually with input from campus staff members, administrators and parents. Model information is provided by the Texas Association of School Board policy service. The Code of Conduct is made available to parents, in both English and Spanish, and can be accessed at each school's office, on the District website, and at the District Administration Office.

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board review the 2020-2021 Student Code of Conduct. A copy of the Student Code of Conduct is provided under separate cover

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Ronald Jones
John Johnson

07-20-20

Subject: Student/Athletic Insurance

BACKGROUND INFORMATION

Tyler ISD requested proposals for Student/Athletic Insurance coverage for 2020-2021. The current policy will expire July 31, 2020.

ADMINISTRATIVE CONSIDERATION

The District evaluated all of the proposals that were submitted, which included the current insurance company as well as other providers.

ADMINISTRATIVE RECOMMENDATION

The Administration recommends the Board award the 2020-2021 Student/Athletic Insurance proposal to Health Special Risk, Inc. (Marion Turner Student Insurance), which includes athletic coverage for \$149,384 and catastrophic coverage for \$4,821.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Greg Priest
Ramsey Starks

07-20-20

Subject: Consider Approval of District-wide Character Education Program:
Leader in Me

BACKGROUND INFORMATION

Tyler ISD sought proposals from vendors to provide a K-12 leadership and social-emotional learning evidence-based character education program. Requested programming requirements included a school-wide improvement model including a common language model across K-12 grade-levels with lessons and teaching practices to develop student’s leadership, character, and social-emotional skills.

In addition, alignment to the Collaborative for Academic, Social, and Emotional Learning organization’s social-emotional learning core competencies were required along with social-emotional learning components for adults, students, and families and building a school-wide community. Other components of the program required inclusion of school-wide leadership, academic, goal-setting and culturally responsive components including topics on positive mindsets, mental-health, equity, good decision-making skills, responsibility, accountability, and college and career readiness components. The programming would also include building positive relationships including skills in communication, conflict resolution, restorative practices, teamwork/collaboration, and peer-to-peer mentoring.

Key areas components of the RFP evaluated leadership skill training for district and campus administrators, teachers, staff, and students; online access to curriculum and digital materials; virtual and face-to-face professional development training with coaching options; Trainer of Trainer’s model for district-wide continuous implementation; and implementation monitoring tools.

ADMINISTRATIVE CONSIDERATION

Based on the request for proposal, nine proposals were received with only one proposal meeting all criteria consideration related to cost, character, goal-setting, mental health, leadership training, and social-emotional learning evidence-based program, curriculum, and related training services. The character education program also provides college and career readiness components, anti-bullying/harassment, and instructional practices for developing positive relationships.

Campus	Funding Source
All Elementary	Title IV Funds
All Middle School 6 th Grade	Title IV Funds
Hogg & Three Lakes MS 7-8 th	Title IV Funds
Total Amount	\$332,566.12

ADMINISTRATIVE RECOMMENDATION

Administration recommends the board approve the purchase of Franklin Covey Client Sales, Inc. *Leader in Me* program to provide character, leadership training for adults and students, and social-emotional learning evidence-based program, curriculum, and related training services to the District in the amount of \$332,566.12 annual license for Year 1 2020-2021. Following Year 1, renewal options are available for Year 2 and 3 at a cost of \$214,316.89 annually subject to annual approval from the board.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Christy L. Hanson, Ed.D.
Jennifer Jones, Ed.D.

07-20-20

Subject: NEXT STEP Community Solutions Mental Health Counseling Services Agreement for Middle and High School Campuses for the 2020-2021 School Year

BACKGROUND INFORMATION

NEXT STEP Community Solutions is a 501 (c) 3 non-profit organization in Smith County providing school based emotional-behavioral-mental health counseling. NEXT STEP CSI delivers quality emotional-behavioral-mental health counseling services to students by a licensed professional counselor.

ADMINISTRATIVE CONSIDERATION

Tyler ISD understands the growing mental health crisis in society, the community, and in our schools that can significantly affect a student’s well-being and academic achievement.

Tyler ISD looks forward to partnering with NEXT STEP CSI who will provide counselor services split between high school and middle school campuses for a total of 1,944 hours per week for the 2020-2021 school year. In addition, NEXT STEP CSI secured \$77,380.00 in grant funding which will provide five (5) additional days of counseling, a Campus Wide Suicide Prevention Program for two (2) campuses as well as training for 20 participants on Youth Mental Health First Aid Training.

NEXT STEP CSI Grant Funding	\$ 77,380.00
Title IV Funds	\$ 101,088.00
Total Cost of Services	\$ 178,468.00

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the agreement with NEXT STEP CSI to provide emotional, behavioral, and mental health counseling services for the 2020-2021 School Year as presented.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Christy L. Hanson, Ed.D.
Jennifer S. Jones, Ed.D.

07-20-20

Subject: Consider approval of Agreements for Contracted Services with Region VII Service Center

BACKGROUND INFORMATION

Tyler ISD has annually contracted with the Region VII Education Service Center to provide assistance in maintaining compliance and providing support to the TISD personnel.

Title I Contracted Services will provide services and assistance to support effective school improvement and to meet NCLB compliance, continuous school improvement, professional development and the paraprofessional institute.

The TEKS Resource System and TExGUIDE will provide curriculum documents and tools in supporting our teachers and principals.

The BFO and Funding Accountability cooperative will provide support and training for the state and federal coding and reporting requirements for each of the various programs.

The purchasing cooperative establishes a formal process that provides all prospective vendors an opportunity to offer competitive process and the best value for necessary goods and services to participating entities.

The Superintendent Academy provides opportunity for networking and professional development.

ADMINISTRATIVE CONSIDERATION

Fiscal Impact Statement – The partnership will be funded through 2020-21 Title 1 and III, the instructional materials allotment, and general funds in the anticipated amount of \$332,399.18 based upon the following attached cost breakdown. The rates for TEKS Resource System and TExGuide are estimated based on student enrollment.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the contracted services with Region VII for an estimated amount of \$332,399.18 for the 2020-21 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

7-20-20

Region 7 Education Service Center - Service Agreements 2020-2021					
Department	Service	Staff	Amount	Required Signature	Code
Technology	Comprehensive Business/Finance/ Funding and Accountability/OnDataSuite Cooperative	Kevin Bogue	\$13,041.00	Tosha Bjork	192.53.6239.00.949.99.000
Technology	Digital Learning: Digital Learning Basic Membership Fee Library and Digital Media Services (LDMS) Discovery Education Streaming BrainPOP	Kevin Bogue	\$6,300.00 \$1,625.00 \$29,008.00 \$47,138.00	Tosha Bjork	410.11.6239.00.948.11.000 410.12.6239.00.948.99.000 410.11.6239.00.948.11.000 410.11.6239.00.948.11.000
Career and Technology Budget and Purchasing Risk Management	NCCER Accredited Training Sponsor Support Purchasing Cooperative	Gary Brown Ramsey Starks	\$2,400.00 \$9,465.00	Tosha Bjork Tosha Bjork	193.13.6239.00.838.22.001 \$2500.00 / 240.35.6239.00.932.99.000 \$2500.00 / 199.41.6239.00.729.99.000 \$4465.00 / 499.00.6239.00.729.00.001
Superintendent	Superintendent Academy	Marty Crawford	\$800.00	Tosha Bjork	199.41.6239.00.701.99.000
Curriculum and Instruction	TEKS Resource System (estimated cost)	Christy Hanson	\$115,000.00	Tosha Bjork	410.13.6239.00.807.99.000
Curriculum and Instruction	TEGUIDE (estimated cost)	Christy Hanson	\$40,000.00	Tosha Bjork	410.13.6239.00.807.99.000
Title 1 Bilingual/ESL	Rosetta Stone - Title 1 Rosetta Stone - Bilingual/ESL	Vernora Jones Ana Segulin	\$10,200.00 \$10,200.00	Tosha Bjork Tosha Bjork	211.61.6399.00.816.30.000 263.11.6399.00.834.25.003
Title 1 Total	Title 1, Part A - Professional Development Support	Vernora Jones	\$47,222.18 \$332,399.18	\$20,400.00 Tosha Bjork	211.13.6239.00.816.30.000

Subject: Band Uniforms for John Tyler High School Band

BACKGROUND INFORMATION

Tyler ISD has a purchasing schedule to ensure students who participate in UIL Band have appropriate uniforms for games and competitions.

ADMINISTRATIVE CONSIDERATION

John Tyler High School directors, administrators, parents, and students collaborated to determine the needs of the students, specific competitions and events, as well as the current trends in band uniforms, to design a new uniform for the John Tyler High School Band. The vendor is a member of BuyBoard and the purchase will be funded using General funds.

<u>COMPANY</u>	<u>TOTAL PURCHASE ORDER</u>
Fred J. Miller, Inc.	\$120,125.00

Appropriate accommodations have been made to the uniform in anticipation of school name adjustments.

ADMINISTRATIVE RECOMMENDATION

The Administration recommends the Board approve the purchase in the amount of \$120,125.00 from Fred J. Miller Inc. for new band uniforms for the John Tyler High School Band.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Christy L. Hanson, Ed. D.
Sandra Newton

07-20-20

Subject: Memorandum of Understanding between The Mentoring Alliance and Tyler ISD

BACKGROUND INFORMATION

The Mentoring Alliance of Tyler Mobilizes godly people to impact children and families through after school programs, summer camps and one-on-one relationships. The Mentoring Alliance has partnered with several Tyler ISD schools providing mentoring, afterschool programs and summer programs with an emphasis on building positive relationships.

ADMINISTRATIVE CONSIDERATION

This Memorandum of Understanding incorporates all of the partnership programs between Tyler ISD and Mentoring Alliance to include

- The Boys and Girls Club of East Texas Afterschool program
- Rose City Summer Camp
- Gospel Village

The **Boys and Girls Club of East Texas** provides fun, high quality and enriching after-school care for children ages PreK through 5th grade. The program is uniquely designed to give children a safe place to play, to learn and grow, to foster encouraging relationships with caring role models and to build character and confidence in the students who participate. The staff of the Boys and Girls Club of East Texas work collaboratively with Tyler ISD staff to help students with homework and build academic skills. The Boys and Girls Club of East Texas will be at the following campuses for the 2020-2021 school year:

Andy Woods Elementary	Griffin Elementary
Bell Elementary	Jack Elementary
Birdwell Elementary	Orr Elementary
Bonner Elementary	Owens Elementary
Caldwell Arts Academy	Peete Elementary
Clarkston Elementary	Ramey Elementary
Dixie Elementary	Rice Elementary
Douglas Elementary	

Rose City Summer Camps is a partnership that brings the fun and excitement of summer camp and the academics of a great summer program to the students of Tyler. The convenience of hometown meets the adventure of summer camp for challenging and fun-filled experiences aimed at building character and preventing the “summer slide” academically. Rose City Summer Camps combine the energetic ministry of young people at The Mentoring Alliance with the expertise of Tyler ISD teachers to produce a summer program like no other.

Gospel Village pairs godly people from local churches with students from local schools in mentoring relationships. Mentors walk alongside children and their families to help transform the lives of the student and community, one child at a time. Gospel Village works to build the community as people of all ages, cultures and backgrounds connect with each other and tear down barriers.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the Memorandum of Understanding between The Mentoring Alliance and Tyler Independent School District for the 2020-2021 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

07-20-2020

Subject: Approval of the Field/Clinical Teaching Experience Agreement between Tyler
ISD and The University of Texas at Tyler

BACKGROUND INFORMATION

The University of Texas at Tyler is seeking a partnership opportunity with Tyler
ISD for college students pursuing a teaching degree plan. Students within the
program would have the opportunity to complete their clinical teaching towards
their degree plan under the mentorship of certified teacher employed by Tyler
ISD.

ADMINISTRATIVE CONSIDERATION

Tyler ISD and The University of Texas at Tyler will work collaboratively to
support the advancement of the students who are pursuing their teaching
degree. The partnership will establish professional relationships and on-site
collaboration as well as increase the applicant pool with highly qualified
candidates.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Field/Clinical Teaching
Experience Agreement between Tyler ISD and The University of Texas at Tyler
for the 2020-2021 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Ronald K. Jones

07-20-20

The University of Texas at Tyler
College of Education and Psychology
School of Education

FIELD/CLINICAL TEACHING EXPERIENCE AGREEMENT between

Tyler ISD
School District
And
The College of Education and Psychology
School of Education at
The University of Texas at Tyler

The Field/Clinical Teaching Experience Agreement (the "Agreement") has been entered into as of August 16, 2020 the ("Effective Date") and shall renew on the annual anniversary of the Effective date thereafter by and between the School of Education at The University of Texas at Tyler and the Tyler Independent School District located in Tyler, TX.

The School of Education, in collaboration with Tyler ISD, will provide pre-service teaching candidates with experience-based education and training to help ensure candidates are competent in the Texas Education Standards.

This agreement may be terminated at any time by either party provided a written notice of such intent. In the event this agreement is terminated, the parties shall make every effort to allow candidates to complete the field/clinical teaching experience.

The School of Education shall:

- Assign clinical teachers who are eligible for such placement under State, University, and District rules;
- Provide clinical teaching supervision by University personnel as defined by the School of Education who have completed a prescribed Texas Education Agency Coaching Training;
- Provide mentor training to district cooperating teacher mentors;
- Provide clinical teachers with Family Educational Rights and Privacy Act (FERPA) training;
- Remove any University supervisor or clinical teacher from the District for unacceptable performance, reasons of health, or other reasonable causes;
- Assume and maintain full responsibility for the planning and execution of the clinical teaching program;
- Provide paperwork and/or specific instructions required by the District to conduct criminal background checks.

The District shall:

- Advise and assist the selection of well-qualified cooperating teachers that meet the following criteria:
 - Have a least three (3) years of teaching experience;
 - Exhibit competence and effectiveness in classroom instruction as evidence by T-TESS evaluations;
 - Hold a current Texas teaching certification in the field and grade level(s) in which the pre-service candidate is teaching;
 - Be informed on current development in the content of subject and pedagogy;
 - Exhibit skills in positive human relations;
 - Be the instructor of record for the course/classroom to which the pre-service candidate is assigned.

- Encourage well-qualified teachers to participate in the clinical teaching program;

- Provide appropriate supervision of the clinical teacher pursuant to rules promulgated by the school's Board of Trustees. Such rules may not conflict with any minimum requirements established by the Texas Education Code with regard to clinical teaching;

- Notify, within a reasonable timeframe, if there is a change in the certification status for a cooperating teacher providing supervision to a clinical teacher which would place the clinical teacher's future eligibility for certification in jeopardy;

- Allow a clinical teacher to plan, teach, and assess a 3-5 day connected learning segment. Student work samples and video of the lessons will be used by the clinical teacher as part of a certification requirement. Parental approval forms will be sent home to allow for permission of using student work and class video;

- Refrain from placing a clinical teacher as a substitute teacher;

- Treat all records and data regarding the clinical teacher as confidential records under the provisions of FERPA;

- Provide all required documentation to the Office of Clinical Experiences.

The Campus Principal or designee shall:

- Assist in selection of cooperating teachers;

- Provide leadership within the building for the supervision of pre-service candidates;

- Introduce pre-service teachers to the campus community;

- Acquaint pre-service teacher candidates with the policies and procedures of the school as it relates to:
 - Fire drills;
 - Illness or injuries to students;
 - Schedule of teachers' duties;
 - Discipline procedures;

- Rules or regulations regarding school equipment;
- Arrival/Dismissal times;
- Dress code.

The Cooperating Teacher shall:

- Introduce the pre-service candidate to the faculty and school staff;
- Include pre-service teacher in school events, as appropriate;
- Provide opportunities for the candidate to experience all aspects of the job of teacher;
- Allow a clinical teacher to plan, teach, and assess a 3-5 day connected learning segment. Student work samples and video of the lessons will be used by the clinical teacher as part of a certification requirement. Parental approval forms will be sent home to allow for permission of using student work and class video;
- Inform the campus principal and university supervisor of the progress of the teacher candidate;
- Make instructional materials available;
- Provide background information about students;
- Encourage and assist pre-service candidate in managing classroom discipline;
- Evaluate the pre-service candidate by completing two Clinical Observation Rubric (COR) forms -one at the beginning of the semester and one at the end the assignment;
- Work closely with the university supervisor in planning for the growth of the pre-service teacher candidate;
- Notify the university supervisor immediately regarding concerns related to the pre-service candidate.

University:

School District:

Signature: 

Signature: _____

Print Name: Amir Mirmiran Ph. D.

Print Name: _____

Title: Provost, Vice President of Academic Affairs

Title: _____

Date: 7/9/2020

Date: _____

Subject: Approval of the Field/Clinical Teaching Experience Agreement between Tyler ISD and Jarvis Christian College

BACKGROUND INFORMATION

Jarvis Christian College is seeking a partnership opportunity with Tyler ISD for college students pursuing a teaching degree plan. Students within the program would have the opportunity to complete their clinical teaching towards their degree plan under the mentorship of certified teacher employed by Tyler ISD.

ADMINISTRATIVE CONSIDERATION

Tyler ISD and Jarvis Christian College will work collaboratively to support the advancement of the students who are pursuing their teaching degree. The partnership will establish professional relationships and on-site collaboration as well as increase the applicant pool with highly qualified candidates.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Field/Clinical Teaching Experience Agreement between Tyler ISD and Jarvis Christian College for the 2020-2021 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Ronald K. Jones

07-20-20

Jarvis Christian College

FIELD/CLINICAL TEACHING EXPERIENCE AGREEMENT between

TYLER ISD

And

Jarvis Christian College

The Field/Clinical Teaching Experience Agreement (the “agreement”) has been entered into as of 7/7/20 the (“Effective Date”) and shall renew on the annual anniversary of the Effective date thereafter by and between the School of Education at the Jarvis Christian College and the Tyler Independent School District located in Tyler, TX.

The School of Education, in collaboration with Tyler ISD, will provide pre-service teaching candidates with experience-based education and training to help ensure candidates are competent in the Texas Education Standards.

This agreement may be terminated at any time by either party provided a written notice of such intent. In the event this agreement is terminated, the parties shall make every effort to allow candidates to complete the field/clinical teaching experience.

The School of Education shall:

- Assign clinical teachers who are eligible for such placement under State, University, and District rules;
- Provide clinical teaching supervision by University/Alternative personnel as defined by the School of Education who have completed a prescribed Texas Education Agency Coaching Training;
- Provide mentor training to district cooperating teacher mentors;
- Provide clinical teachers with Family Educational Rights and Privacy Act (FERPA) training;
- Remove any University supervisor or clinical teacher from the District for unacceptable performance, reasons of health, or other reasonable causes;
- Assume and maintain full responsibility for the planning and execution of the clinical teaching program;
- Provide paperwork and/or specific instructions required by the District to conduct criminal background checks

The District shall:

- Advise and assist the selection of well-qualified cooperating teachers that meet the following criteria:
 - Have a least 3-years of teaching experience;
 - Exhibit competence and effectiveness in classroom instruction as evidence by T-PESS evaluations;
 - Hold a current Texas teaching certification in the field and grade level(s) in which the pre-service candidate is teaching;
 - Be informed on current development in the content of subject and pedagogy;
 - Exhibit skills in positive human relations;
 - Be the instructor of record for the course/classroom to which the pre-service candidate is assigned.

- Encourage well-qualified teachers to participate in the clinical teaching program;

- Provide appropriate supervision of the clinical teacher pursuant to rules promulgated by the school's Board of Trustees. Such rules may not conflict with any minimum requirements established by the Texas Education Code with regard to clinical teaching;

- Notify, within a reasonable timeframe, if there is a change in the certification status for a cooperating teacher providing supervision to a clinical teacher which would place the clinical teacher's future eligibility for certification in jeopardy.

- Refrain from placing a clinical teacher as a substitute teacher;

- Treat all records and data regarding the clinical teacher as confidential records under the provisions of FERPA;

- Provide all required documentation to the Office of Clinical Experiences.

The Campus Principal or designee shall:

- Assist in selection of cooperating teachers;

- Provide leadership within the building for the supervision of pre-service candidates;

- Introduce pre-service teachers to the campus community;

- Acquaint pre-service teacher candidates with the policies and procedures of the school as it relates to:
 - Fire drills;

- Illness or injuries to students;
- Schedule of teachers' duties;
- Discipline procedures;
- Rules or regulations regarding school equipment;
- Arrival/Dismissal times;
- Dress code

The Cooperating Teacher shall:

- Introduce the pre-service candidate to the faculty and school staff;
- Include pre-service teacher in school events, as appropriate;
- Provide opportunities for the candidate to experience all aspects of the job of teacher;
- Inform the campus principal and university/alternative supervisor of the progress of the teacher candidate;
- Make instructional materials available;
- Provide background information about students;
- Encourage and assist pre-service candidate by completing two Clinical Observation Rubric (COR) forms-one at the beginning of the semester and one at the end of assignment;
- Work closely with university supervisor in planning for the growth of the pre-service teacher candidate;
- Notify the university supervisor immediately regarding concerns related to the pre-service candidate.

By signing below the University/Alternative School certifies the following:

The University/Alternative School does not and will not boycott Israel during the term of this agreement. The University/Alternative School does not support any terrorist organization and will continue to make every effort to verify all students will support this agreement.

College: Jarvis Christian College

School District: TYLER ISD

Signature: 

Signature: _____

Print Name: Dr. DaMesia Starling

Print Name: _____

Title: Interim Dean of Education

Title: _____

Date: 7/7/2020

Date: _____

Subject: Approval of the Field/Clinical Teaching Experience Agreement between Tyler
ISD and Texas College

BACKGROUND INFORMATION

Texas College Education Preparation Program is seeking a partnership opportunity with Tyler ISD for college students pursuing a teaching degree plan. Students within the program would have the opportunity to complete their clinical teaching towards their degree plan under the mentorship of certified teacher employed by Tyler ISD.

ADMINISTRATIVE CONSIDERATION

Tyler ISD and Texas Education Preparation Program will work collaboratively to support the advancement of the students who are pursuing their teaching degree. The partnership will establish professional relationships and on-site collaboration as well as increase the applicant pool with highly qualified candidates.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Field/Clinical Teaching Experience Agreement between Tyler ISD and Texas College for the 2020-2021 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Ronald K. Jones

07-20-20

Texas College

FIELD/CLINICAL TEACHING EXPERIENCE AGREEMENT between

TYLER ISD

And

Texas College

The Field/Clinical Teaching Experience Agreement (the “agreement”) has been entered into as of July, 1, 2020 the (“Effective Date”) and shall renew on the annual anniversary of the Effective date thereafter by and between the School of Education at the Texas College and the Tyler Independent School District located in Tyler, TX.

The School of Education, in collaboration with Tyler ISD, will provide pre-service teaching candidates with experience-based education and training to help ensure candidates are competent in the Texas Education Standards.

This agreement may be terminated at any time by either party provided a written notice of such intent. In the event this agreement is terminated, the parties shall make every effort to allow candidates to complete the field/clinical teaching experience.

The School of Education shall:

- Assign clinical teachers who are eligible for such placement under State, University, and District rules;
- Provide clinical teaching supervision by University/Alternative personnel as defined by the School of Education who have completed a prescribed Texas Education Agency Coaching Training;
- Provide mentor training to district cooperating teacher mentors;
- Provide clinical teachers with Family Educational Rights and Privacy Act (FERPA) training;
- Remove any University supervisor or clinical teacher from the District for unacceptable performance, reasons of health, or other reasonable causes;
- Assume and maintain full responsibility for the planning and execution of the clinical teaching program;
- Provide paperwork and/or specific instructions required by the District to conduct criminal background checks

The District shall:

- Advise and assist the selection of well-qualified cooperating teachers that meet the following criteria:
 - Have a least 3-years of teaching experience;
 - Exhibit competence and effectiveness in classroom instruction as evidence by T-PESS evaluations;
 - Hold a current Texas teaching certification in the field and grade level(s) in which the pre-service candidate is teaching;
 - Be informed on current development in the content of subject and pedagogy;
 - Exhibit skills in positive human relations;
 - Be the instructor of record for the course/classroom to which the pre-service candidate is assigned.
- Encourage well-qualified teachers to participate in the clinical teaching program;
- Provide appropriate supervision of the clinical teacher pursuant to rules promulgated by the school's Board of Trustees. Such rules may not conflict with any minimum requirements established by the Texas Education Code with regard to clinical teaching;
- Notify, within a reasonable timeframe, if there is a change in the certification status for a cooperating teacher providing supervision to a clinical teacher which would place the clinical teacher's future eligibility for certification in jeopardy.
- Refrain from placing a clinical teacher as a substitute teacher;
- Treat all records and data regarding the clinical teacher as confidential records under the provisions of FERPA;
- Provide all required documentation to the Office of Clinical Experiences.

The Campus Principal or designee shall:

- Assist in selection of cooperating teachers;
- Provide leadership within the building for the supervision of pre-service candidates;
- Introduce pre-service teachers to the campus community;
- Acquaint pre-service teacher candidates with the policies and procedures of the school as it relates to:
 - Fire drills;

- Illness or injuries to students;
- Schedule of teachers' duties;
- Discipline procedures;
- Rules or regulations regarding school equipment;
- Arrival/Dismissal times;
- Dress code

The Cooperating Teacher shall:

- Introduce the pre-service candidate to the faculty and school staff;
- Include pre-service teacher in school events, as appropriate;
- Provide opportunities for the candidate to experience all aspects of the job of teacher;
- Inform the campus principal and university/alternative supervisor of the progress of the teacher candidate;
- Make instructional materials available;
- Provide background information about students;
- Encourage and assist pre-service candidate by completing two Clinical Observation Rubric (COR) forms-one at the beginning of the semester and one at the end of assignment;
- Work closely with university supervisor in planning for the growth of the pre-service teacher candidate;
- Notify the university supervisor immediately regarding concerns related to the pre-service candidate.

By signing below the College/University/Alternative School certifies the following:

The College/University/Alternative School does not and will not boycott Israel during the term of this agreement. The University/Alternative School does not support any terrorist organization and will continue to make every effort to verify all students will support this agreement.

College: Texas College

School District: TYLER ISD

Signature: Lisa Taylor

Signature: _____

Print Name: Lisa Taylor

Print Name: _____

Title: Vice President for Academic Affairs

Title: _____

Date: 7/2/2020

Date: _____

Subject: Speech Pathology Field Placement Agreement with Baylor University

BACKGROUND INFORMATION

The Baylor University Department of Speech-Language Pathology wishes to enter into an agreement with the Tyler ISO to allow students from the Speech-Language Pathology Program to complete clinical internships.

ADMINISTRATION CONSIDERATION

The purpose of this agreement allows students from Baylor University Speech-Language Pathology Program to gain hands on experience in the educational setting as part of the program requirements to obtain a Master's Degree in Speech-Language Pathology as well as a practicing license. This will allow the district to provide exceptional training to build knowledge of how students in Tyler ISO can be served through Speech- Language Pathology Therapy services.

The terms of this contract shall begin upon signing and shall continue until July 20, 2023.

ADMINISTRATION RECOMMENDATION

The administration recommends the board approve the contract from Baylor University.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Jennifer Jones, Ed.D.

Jeannia Dykman

07-20-20

**SPEECH PATHOLOGY FIELD PLACEMENT AGREEMENT
BETWEEN BAYLOR UNIVERSITY AND
TYLER INDEPENDENT SCHOOL DISTRICT**

The following agreement is mutually agreed upon in order to clarify the joint and separate responsibilities between Tyler Independent School District, hereinafter referred to as the "Agency," and Baylor University, a Texas non-profit corporation, hereinafter referred to as the "University," by which the parties will provide field instruction in Speech Pathology for selected students of the University. This contract supersedes any previous contract or agreement, verbal or written, entered into between the University and Agency for the purpose of Speech Pathology field placement.

SECTION I

It is mutually agreed that:

1. The purpose of Speech Pathology field placement with the Agency is to provide opportunities for learning and to enable the students to meet the objectives of field instruction.
2. The Agency will have the right to interview students selected by the University.
3. The Agency will have the right to reject any student who, in the Agency's judgment, does not meet its criteria for acceptance and to set the total number of students the Agency is willing to accept for placement.
4. The Agency through the Field Instructor(s) will provide input to the University's Speech Pathology curriculum and the University is responsible for maintaining adequate structure to consider the utilization of such input.
5. In the interest of quality clinical care, the Agency will provide supervision and instruction regarding individual cases seen by the student.
6. The number of students which the Agency will receive will be mutually agreed upon at least 4 weeks prior to the students' field experience.
7. The Agency will plan and administer all aspects of the clinical care program and shall provide qualified supervision of all clinical care activities.
8. Any provision of this agreement to the contrary notwithstanding, the Agency personnel may, at any time, relieve a student of any specific assignment, or may request that a student leave the clinical care area or the hospital premises, for any reason that the Agency personnel deem necessary for the quality of clinical care.
9. Any provision of this agreement to the contrary notwithstanding, a client may request that they not be a teaching client and such request will be honored by Agency and University.

In addition, the Agency may, on its sole authority, designate one of its clients as a non-teaching client.

10. Students and faculty of the University may not be deemed employees of the Agency nor shall employees of the Agency be deemed to be employees of the University for purposes of compensation or benefits or within the terms of any workmen's compensation, unemployment compensation, or the withholding of income and social security taxes. This provision shall not be deemed to prohibit the employment of a student or faculty member of the University by the Agency under a separate employment agreement or prohibit the employment of an employee of the Agency by the University under separate employment agreement.
11. If Agency is a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, then for purposes of compliance with HIPAA, Students of University shall function as part of the Facility's "workforce", limited to the definition of 45 CFR §160.103 and shall be subject to the HIPAA policies and procedures of the Facility. University shall inform the assigned Students of the HIPAA requirements prior to their assignment to the Agency. However, University shall not be considered to be a Business Associate of the Facility, as that term is defined in 45 CFR §160.103.
12. Each party is separately responsible for compliance with applicable laws, including anti-discrimination laws that are applicable to their respective activities under the program.
13. The Agency is not responsible for providing a student with life insurance, workmen's compensation insurance, or hospitalization insurance. The Agency will not provide free medical care to the student.

SECTION II

The Agency agrees to:

1. Accept students for field instruction in Speech Pathology including participation in the overall Agency program and activities as appropriate to the objectives of field instruction. The Agency will provide students such cases, client contacts, access to records and other information within the Agency to meet the objectives of field instruction, including both a variety of direct service experiences and experiences with the organizational functioning of the Agency as are available and appropriate.
2. Appoint a professional Speech Pathologist(s) who demonstrate(s) commitment to practice and to education to assume a day-to-day working relationship with the University's Field Coordinator and to act as Field Instructor(s) for the student(s) and will allot said staff member(s) sufficient time for planning, supervision, evaluation, and to gain familiarity with the University's program.
3. Furnish in writing to the University any exceptional criteria it considers necessary for the selection of students placed with the Agency.

4. Inform the University of any difficulties a student is having that might result in termination of the placement or a failing grade. The Agency will be responsible for documenting any student difficulties and efforts to deal with them.
5. Prohibit the disclosure of personally identifiable information, as defined by the Family Educational Rights and Privacy Act, of a student without the prior consent of the student, and to limit Agency's use of such information only for the purpose for which it obtained such information from the University.
6. Provide the use of existing office space, including privacy for interviewing, and such equipment, supplies, and clerical assistance as are necessary to the accomplishment of the learning task and the student's responsibilities in the Agency.
7. Inform the University of any change in policies, procedures, or staffing that might affect the quality of nature of field instruction.
8. Provide the University with a written summary of student performance at the termination of the field experience.
9. Provide the University with the Agency's standards and regulations for personnel. Students will be subject to such rules and regulations of the Agency as are congruent with the educational objectives of field experience.
10. Retain responsibility for Speech Pathology services to its clients.

SECTION III

The University agrees to:

1. Assume responsibility for the selection of students to be interviewed by the Agency, and provide the Agency, prior to the interview, information about the student's academic achievement, previous work experience, and a brief autobiography. The University agrees to endeavor to meet the exceptional criteria specified by the Agency.
2. Honor a written request by the Agency, detailing the reason or cause, to relieve a student of his or her field placement responsibilities if such a student is found unsuitable for his or her assignment, or if unusual circumstances within the Agency dictate termination of the field experience.
3. Assume responsibility for the overall quality of the student's education in the Speech Pathology Program and for the administration of the field instruction program in relation to the educational requirements of the Speech Pathology Program and the University.
4. Be responsible for cooperation with the Agency in maintaining standards in preparing students for placement to assure the quality of services required by the Agency.

5. Provide assurance that the students are covered by limited professional liability insurance, upon request of the Agency in the amount of \$1,000,000 each claim and \$3,000,000 annual aggregate.
6. If the student will receive non-FERPA covered Protected Health Information, as that term is defined under HIPAA, as amended, during the placement, require students to obtain training in the legal requirements and practices concerning the:
 - A. Confidentiality of patient information prior to assignment to the Agency, which will include privacy and security standards established by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. §§1320d et seq., and regulations adopted under that act, as modified by the Health Information Technology for Economic and Clinical Health Act (HITECH) (P.L. 111-5), and regulations adopted under that act at 45 CFR Parts 160, 162, and 164. University will also instruct students in their responsibility to obtain education in Agency specific privacy and security requirements.
 - B. Confidentiality of knowledge and information obtained about the Agency while participating in the field placement, including knowledge and information regarding the business and operation of the Agency; policies, procedures, and guidelines of the Agency; and information about employees, agents, representatives, and contractors of the Agency.
7. If the student may be at risk for occupational exposure to blood or other potentially infectious materials, require students, as condition for participating in this field placement to obtain:
 - A. Training in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Blood-borne Pathogens
 - B. Training in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other blood borne pathogens.
 - C. Training in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment.
 - D. Information on the hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated.

SECTION IV

The student will be expected to:

1. Follow the administrative and clinical policies, standards, and practices of the Agency.
2. Comply with the regulations of professional conduct as outlined by the American Speech-Language-Hearing Association.
3. Obtain prior written approval of the Agency before publishing any materials related to the clinical experience.

- 4. Provide the necessary and appropriate dress (uniforms, if required). Provide his or her own transportation and living arrangements and meals.

SECTION V

- 1. This agreement will become effective as of the date last signed below.
- 2. This Agreement shall remain in effect until July 20, 2023. Either party may terminate this Agreement, with or without cause, by written notice to the other party at least sixty (60) days prior to the commencement of the next academic term. Students enrolled in the course at the time notice is given shall have the opportunity to complete the course of study in progress.
- 3. The parties to this agreement may amend this Agreement as deemed necessary provided, however, that no amendment to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties.
- 4. All the terms, conditions, and provisions agreed upon by the parties to this agreement are incorporated in this document.

For the faithful performance of the terms of this agreement, the parties hereto, in their capacities as stated, affix their signatures and bind themselves.

BAYLOR UNIVERSITY

By: DocuSigned by:
Nancy Brickhouse
3F22C2808884D8
 Nancy Brickhouse
 Provost and Vice President

Date: 6/24/2020

AGENCY: Tyler Independent School District

By: _____
 Wade Washmon
 TISD Board President

Date: _____

Subject: Clinical Affiliation Agreement with Tyler Junior College Nursing and Health Sciences

BACKGROUND INFORMATION

Tyler Junior College is seeking a partnership opportunity with Tyler ISD for students pursuing a degree plan in either the field of Occupational Therapy Assistant or Physical Therapy Assistant. Students within these programs would have opportunities to complete their clinical fieldwork and observational phases towards their chosen degree plan under the mentorship of certified therapists employed by Tyler ISD. The opportunity to establish professional relationships and on-site collaboration will foster a positive perception of Tyler ISD as well as increase the applicant pool with highly qualified candidates.

ADMINISTRATIVE CONSIDERATION

Tyler ISD and Tyler Junior College will work collaboratively to support the needs of our students as well as provide an environment conducive to professional growth for students participating in the Occupational Therapy and Physical Therapy Assistant programs at Tyler Junior College.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Clinical Affiliation Agreement between Tyler ISD and Tyler Junior College through August 31, 2023.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Christy Hanson, Ed. D.
Jennifer Jones, Ed. D.

07-20-20

Clinical Affiliation Agreement

This Agreement is between **TYLER INDEPENDENT SCHOOL DISTRICT** ("Facility"), and **TYLER JUNIOR COLLEGE**, a public junior college authorized under the Laws of the State of Texas ("College"). The term of the Agreement shall commence on **SEPTEMBER 1, 2020** and shall last until **AUGUST 31, 2023** unless one party notifies the other party according to "Joint Responsibilities" contained in Section 3 herein.

WHEREAS, it is agreed by the College and the Facility to be of mutual interest and advantage for the students enrolled in the **ASSOCIATE DEGREE NURSING, OCCUPATIONAL THERAPY ASSISTANT, PHYSICAL THERAPIST ASSISTANT, VOCATIONAL NURSING** (the "Program") at the College to be given the benefit of educational facilities for laboratory experience in clinical services; and

WHEREAS, the College has on this date authorized the execution of an Agreement to cover such services;

THEREFORE, the College makes the following affiliation with the Facility in order to obtain for a mutually agreed upon number of students of the College's Program, or any part thereof, clinical laboratory training.

IN CONSIDERATION OF THE AFORESAID, the parties hereto covenant, contract, and agree as follows:

1. SPECIFIC RESPONSIBILITIES OF COLLEGE:

1.1 It will be the responsibility of the College, after consultation with the Facility, to plan, coordinate, and implement the educational program for the clinical period.

1.2 The College will provide qualified licensed and/or certified instructors to teach all didactic courses in the Program and will provide direction to qualified Facility personnel who may be assisting with teaching/supervision of clinical education activities at the Facility.

1.3 The College will provide managerial functions, including admission, scheduling, attendance, accounting, and achievement records similar to those maintained for all students of the College and those required by specific accrediting Boards.

1.4 College faculty members are not employees, agents, or representatives of the Facility during the time they serve in the role of clinical educators at the Facility.

1.5 Instructors and students of the College will comply with and abide by the policies and procedures of the Facility while they are using the facilities.

1.6 The College seeks to provide equal educational opportunities without regard to age, color, religion, national origin, sex, handicap, marital status or veteran status.

1.7 The College will provide an orientation to the Program for Facility personnel.

1.8 The Program's faculty will coordinate meetings with Facility representatives for the purpose of reviewing educational goals and progress of students in meeting those goals.

1.9 The College will provide professional and public liability insurance coverage of one million dollars (\$1,000,000) for each occurrence with respect to College employees and students who are enrolled in the Program. Liability Insurance will be carried by the College for both instructors and students.

The College will provide to the Facility a Certificate of Insurance stating that the issuing insurance company will not terminate or reduce the insurance so afforded unless thirty (30) days of notice of such termination or reduction has been made to the Facility.

1.10 It is the College's policy that each student in the Program assumes financial responsibility for his/her health care.

1.11 As is required by Facility, the College will screen all students and faculty members prior to admission or employment. Screening shall include, but not be limited to a criminal background check and drug screening. The Facility may reject any participant in the Program if that participant fails to meet the standards applied by Facility to its own employees regarding the results of such drug screening and background checks.

1.12 The College will conduct its activities and all operations in strict compliance with all rules and regulations of the Facility, and all applicable state and other governmental rules and regulations. The College's students, employees, and representatives shall comply with and observe such rules and regulations.

1.13 The College will provide students with instructions to comply with the Occupational Safety and Health Administration (OSHA) final regulations governing employee exposure to blood borne pathogens in the workplace.

2. SPECIFIC RESPONSIBILITIES OF THE FACILITY:

The Facility agrees to provide the following:

2.1 Maintain community standard patient care quality and an environment that is conducive to progressive planning.

2.2 Qualified licensed and/or certified persons to supervise and evaluate student performance during the clinical experience and practicums as required by the individual accreditation organizations.

2.3 Adequate space, equipment, and supplies for clinical practice.

2.4 Patient care shall remain the sole responsibility of the appropriately assigned staff person or persons and of the Facility. A patient may request care by regular Facility staff and, in such cases, students will not be assigned to care for said patient.

2.5 Copies of policy and procedure manuals which may be provided electronically or by electronic access.

2.6 Assistance in obtaining emergency health care at the student's expense, if needed, during the clinical education assignment.

2.7 There shall be no remuneration of any kind between the parties or the participants. Facility shall perform the functions and responsibilities in keeping with its charitable mission and its commitment to training/education in the health care field.

2.8 Facility's employees are not employees, agents, or representatives of the College, nor are they in a joint venture with College when serving as the Facility's clinical educator/supervisor.

2.9 To comply with all laws regarding the confidentiality of the student's educational records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), and to comply with all applicable laws in safeguarding any confidential information of College's faculty and students which is in Facility's possession or control.

2.10 Facility shall provide Student with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measure to be taken to minimize the risk of occupational exposure to blood borne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood, and (4) information as to the reasons the Student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

2.11 Permit College's students and employees to use its facilities in connection with providing on-site practical, clinical training to the students.

3. JOINT RESPONSIBILITIES:

3.1 This Agreement commences on **SEPTEMBER 1, 2020** and will last until **AUGUST 31, 2023.**

3.2 This Agreement may be terminated with or without cause by either party upon giving at least one hundred eighty (180) days prior written notice to the other party by certified mail; provided, however, no such termination shall affect participation of students until expiration of the then academic term.

3.3 The parties enter this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid anti-fraud and abuse amendments and the Texas Health & Safety Code illegal remuneration law. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare/Medicaid anti-fraud and abuse law or Texas Health & Safety Code illegal remuneration law provisions.

3.4 The parties recognize that this Agreement at all times is subject to applicable state, local and federal law, including but not limited to the Social Security Act and the rules and regulations and policies of the Texas Department of State Health Services, as well as the public health and safety provisions of state laws and regulations. The parties further recognize that this Agreement shall be subject to amendments of such laws and regulations, and to new legislation such as a new federal or state economic stabilization program or health insurance program. Any provisions of law that invalidate, or otherwise are inconsistent with the terms of this Agreement, or that would cause one or both the parties to be in violation of the laws, shall be deemed to have superseded the terms of this Agreement; provided however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of applicable laws and regulations.

3.5 HIPAA COMPLIANCE As it may be amended from time to time, the parties hereto agree to comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and related regulations to the extent that they are applicable to this transaction. The parties further agree to execute any other documents that may be required or reasonably necessary under HIPAA and its regulations. The College further agrees to require its students in the Program to sign any documents that might be required by Facility for compliance with federal or state privacy laws, including HIPAA.

3.6 All parties involved in this Agreement will not discriminate based on sex, race, color, national origin, disability or age.

3.7 College is subject to the Texas Public Information Act ("TPIA") and, as such, is required, under certain circumstances, to release information that has been deemed to be subject to disclosure under the TPIA. In the event that the College should receive a request for information under the TPIA and such request includes the other party's records, the party receiving such request will notify the other party of such request prior to disclosure, unless otherwise required by law. If any request under the TPIA includes information which may be confidential or proprietary to a party, it will be the sole responsibility of that party to seek to withhold such information by seeking the opinion of the Texas Attorney General. If a party fails to provide documentation to the Texas Attorney General for a determination of confidentiality/privacy or fails to seek injunctive relief restricting the disclosure of such information within the time limits set forth in the TPIA, all information requested may be released to the individual making the request.

3.8 Tyler Junior College represents and warrants Facility that Tyler Junior College, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible

to participate in the federal health care programs as defined in 42 USC 1320a-78B(f) (the "Federal Healthcare Programs"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Tyler Junior College being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement and Tyler Junior College shall immediately notify Facility of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Facility the right to terminate this Agreement immediately for cause.

3.9 There will be no exchange of monies between the Facility and the College.

3.10 Where herein used, the words Program and Programs mean and include the following:

- **ASSOCIATE DEGREE NURSING**
- **OCCUPATIONAL THERAPY ASSISTANT**
- **PHYSICAL THERAPIST ASSISTANT**
- **VOCATIONAL NURSING**

3.11 LIMITATIONS. The entities are aware that there are constitutional and statutory limitations on the authority of 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 TJC's property; disclaimers and limitations of warranties; disclaimers and limitations of liability 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 entity; liability for acts or omissions of third entities; 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 TJC except to the extent authorized by the laws and constitution of the State of Texas.

3.12 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 entities 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.

3.13 INDEMNIFICATION. To the extent allowable by Texas law, the parties shall indemnify and hold harmless each other and their respective officers, employees, or agents (hereafter referred to as "Indemnified Party") against any and all liability (including reasonable attorney's fees and court costs) to any persons or entities (except to the extent such liability is due to the negligence or intentional act of the Indemnified Party) arising from or related to the negligence or willful acts, omissions, or other misconduct of either party or its agents, servants, and employees, in the performance of this Agreement. By agreeing to this provision and entering into this Agreement, College does not, in any way, waive its entitlement to government immunity.


IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized officer on the day and year last written below.

R. Wade Washmon
Board President
Tyler Independent School District

Date

Dr. Marty Crawford
Superintendent
Tyler Independent School District

Date



Deana Sheppard
Provost and Vice President for
Academic and Student Affairs
Tyler Junior College

6/22/20

Date

Subject: Educational Experience Affiliation Agreement with The University of Texas at Tyler for the Occupational Therapy Program

BACKGROUND INFORMATION

The University of Texas at Tyler wishes to enter into an agreement with the Tyler ISD to allow students from the Occupational Therapy Program to complete clinical internships.

ADMINISTRATION CONSIDERATION

The purpose of this agreement allows students from The University of Texas at Tyler Occupational Therapy Program to gain hands on experience in the educational setting as part of the program requirements to obtain a Master's Degree in Occupational Therapy as well as a practicing license. This will allow the district to provide exceptional training to build knowledge of how students in Tyler ISO can be served through Occupational Therapy services.

The terms of this contract shall begin upon signing and shall continue until July 20, 2021.

ADMINISTRATION RECOMMENDATION

The administration recommends the board approve the Educational Experience Affiliation Agreement with The University of Tyler at Texas for the Occupational Therapy Program.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Jeannia Dykman
Jennifer Jones, Ed.D.

07-20-20

**EDUCATIONAL EXPERIENCE
AFFILIATION AGREEMENT**

THIS AGREEMENT, effective on April 24, 2020 between The University of Texas at Tyler, ("University"), a component institution of The University of Texas System, ("System"), and Tyler ISD facilities ("Facility").

WHEREAS, Facility operates administrative offices located at 1319 Earl Campbell Parkway in the City of Tyler, State of Texas, 75701 and therein provides Nursing or Allied Health services;

WHEREAS, University provides academic courses in The College of Nursing and Health Sciences and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program"); and

WHEREAS, Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions:

1. **Program Agreement:** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.

2. **Conflict:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

3. **Amendment of Program Agreement:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.

4. **Responsibility of Facility:** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:

(a) comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

(b) permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and

(c) appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

1. Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;

2. University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;

3. No person shall act as Facility Liaison without the prior written approval of University;

4. In the event the Facility Liaison approved by University later becomes unacceptable and university so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in paragraph 4 (c).

5. **Responsibilities of University:** University will:

(a) furnish Facility with the names of the students assigned by University to participate in the Program;

(b) assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and

(c) designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.

6. **Notices:** All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

7. **Oral Representations:** No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

8. **Amendment to Agreement:** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

9. **Assignment:** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.

10. **Performance:** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

11. **Term and Effective Date:** This Agreement shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph ("Term"). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other one hundred eighty (180) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such one hundred eighty (180) days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

12. **Applicable Law:** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.

13. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

14. **HIPAA.** The parties agree that:

(a) the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");

(b) to the extent that University students are participating in the Program [and University faculty members are providing supervision at the Facility as part of the Program], such students [and faculty members] shall:

1. be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of the Facility;

2. receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the Regulations; and

3. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through Program participation [or a faculty member accessed through the provision of supervision at the Facility] that has not first been de-identified as provided in 45 CFR §164.514(a);

(c) University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student [or faculty member] who is acting as a part of the Facility's workforce as set forth in Section 15(b) of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and

(d) no services are being provided to the Facility by the University pursuant to this agreement and therefore this agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

15. **Insurance.** University shall maintain Medical Professional Liability insurance coverage in the amount of \$2,000,000 per occurrence and \$6,000,000 annual aggregate for students and faculty members participating in the Program, and provide evidence of such coverage to Facility as requested.

FACILITY

By: _____
(Name)

(Title)

(Date)

UNIVERSITY

By: Amir Mirmiran
(Name)

Amir Mirmiran, Ph.D., Provost and Vice President
for Academic Affairs

(Title)

4/30/2020
(Date)

College of Nursing and Health Sciences
PROGRAM AGREEMENT
(Education Experience)

Recitals

- A. The University of Texas at Tyler (“University”) and Tyler ISD (“Facility”) have previously executed an Affiliation Agreement effective on 4/24/2020; and
- B. University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in the University’s College of Nursing and Health Sciences with educational experience utilizing the personnel, equipment, and facilities of Facility.

Agreement

NOW THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

- 1. **PROGRAM.** Facility Liaison and University Representative will design an educational experience in the College of Nursing and Health Sciences (“Program”) for University students utilizing the personnel, equipment, and facilities of Facility.
 - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.
 - b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.
 - c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.
- 2. **UNIVERSITY OBLIGATIONS.**
 - a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.
 - b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.
 - c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
 - d. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.

- e. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.
- f. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

3. FACILITY OBLIGATIONS.

- a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.
- b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.
- c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.
- d. Assume sole responsibility for the quality of patient or client care.
- e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.
- f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.

4. GENERAL PROVISIONS.

- a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.
- d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- e. The initial Program shall begin on 4/24/2020. Subsequent Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement by giving thirty (30) days written notice

to the other party; otherwise this Program Agreement will terminate upon the termination of the Affiliation Agreement between the parties.

UNIVERSITY:

FACILITY:

By:  _____

By: _____

Amir Mirmiran, Ph.D., Provost and Vice President for Academic Affairs

(Name and Title)

(Name and Title)

Date: 4/30/2020 _____

Date: _____

Subject: Interlocal Agreement between Tyler ISD and Smith County Schools regarding educational services provided for students placed in Smith County Juvenile Attention Center

BACKGROUND INFORMATION

Chapter 89 of the Texas Administrative Code requires that educational services be provided for students in post-adjudication and pre-adjudication facilities.

ADMINISTRATIVE CONSIDERATION

Tyler ISD continues to serve as the educational provider for students detained in the Smith County Juvenile facilities. The district is required to serve the students for a total of 7 hours a day and staff has been assigned to the detention facility. The Interlocal Agreement defines the role of each district to ensure the students are provided appropriate educational services while at the facility.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the 2020-2021 Interlocal Agreement between Tyler ISD and Smith County Schools.

ACTION REQUIRED

Board approval

CONTACT PERSONS

Ronald K. Jones
John D. Johnson III

07-20-20

TISD Interlocal with Smith County Schools- [2020-2021]

This agreement is entered into and under the authority of the Interlocal Cooperation Act found at Chapter 791 of the Texas Government Code. This Interlocal Agreement is entered into between the following Smith County schools: [**Arp, Azleway, Bullard, Chapel Hill, Lindale, Troup, Whitehouse, and Winona**] with the Tyler Independent School District, hereinafter referred to as TISD. By this agreement and in consideration of the mutual benefits and promises set forth below, the sufficiency of such is hereby acknowledged by both parties hereto, and for the purpose of establishing the rights and duties of the parties regarding educational services provided by the TISD on the premises of the Smith County Juvenile Services, hereinafter referred to as SCJS, the parties agree as follows:

TISD DISTRICT RESPONSIBILITIES:

1. The TYLER INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as TISD, will be the operating agent for the school component. TISD will employ no less than two staff members for the detention school, one of which must be a certified teacher in the State of Texas. One or the same must hold a special education certification, or a teacher certified in special education must review each student with special education designations.
2. The TISD staff will be responsible for teaching the juveniles. SCJS staff will determine discipline procedures.
3. The TISD teaching team will develop and implement the educational program for the Detention Facility that meets the requirements of the Texas Education Code and the Texas Administrative Code, *Title 37 T.A.C. Chapter 11, Section 343.37a(1-4)*
4. Pursuant to Title 37 T.A.C. Chapter 11, Section 343.37a(2), a minimum of 7 hours (i.e., 420 minutes) of actual academic instruction shall be provided per day during the regular school year calendar (i.e., 180 days) or the same number of days of instruction that coincide with the local school district calendar.
5. The TISD will maintain training and personnel records, in accordance with Texas Juvenile Probation Commission (TJPC) Standards, on person(s) sent to the facility including substitutes and will make said records available to TJPC Personnel for monitoring purposes. Thorough background investigations, including, but not limited to, criminal history checks, sex offender checks, F.A.S.T. Fingerprinting, are required and TISD will provide said information or documentation of said information to designated SCJS staff. No TISD staff will be assigned to the Detention Education Program without prior SCJS approval.
6. For safety purposes, the TISD will maintain current and accurate Emergency Contact Information Sheet(s) on each person sent to the facility including substitutes and will provide said information to designated SCJS staff.
7. Lesson plans will be kept on-site to ensure smooth operations in the event of absences.
8. **The sending district will maintain the student's enrollment status, report PEIMS data, and maintain attendance records.**
9. The TISD will request, collect, and maintain required student records, including special education records.

TISD Interlocal with Smith County Schools- [2020-2021]

10. The TISD will provide curriculum, all educational supplies, and educational services, including but not limited to, support services, State assessment Testing (TAKS/STAAR), special education services and counseling, which must be provided in accordance with both Texas Education Agency (TEA) and Texas Juvenile Probation Commission (TJPC) requirements as well as applicable federal laws.
11. The TISD teaching team is responsible for communicating with SCJS staff and maintaining an ongoing record of the juvenile's progress by the recording of individual grades and relaying those results to the respective District upon the juvenile's release from detention.

SMITH COUNTY SCHOOLS RESPONSIBILITIES:

1. Each school will designate a TAKS/STAAR assessment contact from the appropriate campus to assist, if necessary, with testing at the SCJS facility on testing dates.
2. Each school will assign a representative from their campus to coordinate attendance, assessment information, and any other important information necessary to educate the students from their campus being served in the SCJS facility.
3. Each school will send a delegate to TISD for informational meetings regarding services to be provided for students in SCJS.
4. Each party will incur its own costs under this agreement. Smith County School Districts will be billed for services by Tyler ISD at the end of the school year. Payment must be made in full to Tyler ISD before the beginning of the next school year.
5. Each school will communicate the necessary information regarding any services necessary to educate their students in SCJS as it relates to: (Special education services, 504 services, testing accommodations, etc.)

SMITH COUNTY JUVENILE SERVICES RESPONSIBILITIES:

1. SCJS staff will work with TISD to acclimate District personnel to daily operations.
2. As required by TJPC, prior to school starting, SCJS staff will provide Orientation to TISD personnel which will include: (1) Security Procedures (2) Emergency Procedures (3) Behavior Management System and Prohibited Sanctions (4) Abuse, Neglect, and Exploitation reporting (5) TJPC Standards/requirements for operation of Detention School.
3. The SCJS Administrator or their designee will notify the respective school district and Detention educational staff of students who are detained in the facility as required by T.E.C. 29.012.
4. SCJS will provide work space for TISD personnel.
5. SCJS will be responsible for the safety, security, and operation of the detention center.
6. The Detention Staff will be responsible for administering the discipline procedures and will determine the behavior modifications for each juvenile.
7. Access to the Detention Facility is strictly controlled by SCJS. No alcohol, tobacco, weapons, cameras, recording equipment, cell phones, or any other contraband as defined by SCJS Policy are allowed inside the Detention Facility.
8. SCJS will provide facilities:
 - a. Tables (desks) to accommodate students/residents.

TISD Interlocal with Smith County Schools- [2020-2021]

- b. Storage space for classroom supplies will be located in designated areas.
 - c. Meals for the students/residents.
 - d. Medical services for the students/residents.
9. SCJS will maintain TJPC mandated officer to student/resident ratios during Detention School operational hours.

TERM

This Interlocal Agreement shall be in effect beginning August 19, 2020, and may be reviewed annually. Either party to this Interlocal Agreement must give the other party written notification of intent to modify or terminate said agreement within thirty (30) days prior to taking such action.

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas. Nothing in this agreement will be interpreted to create a partnership or joint venture. Each party under this agreement is liable for its own acts and/or omissions. Each party will incur its own costs under this agreement. Smith County school districts will be billed for services by Tyler ISD at the end of the school year. Cost per student will be based on the current Smith County schools financial agreement. **Payment must be made in full to Tyler ISD before the beginning of the next school year.**

In the event that any of the provisions contained in this Interlocal Agreement are held to be unenforceable, this Interlocal Agreement shall be construed without such provisions and the remaining provisions hereof continue in full force and effect.

In the event state law affecting the operation of the Detention Education Program changes after the date this Interlocal Agreement is entered into, the parties agree to amend this Interlocal Agreement to comply with mandates of Texas Law. Changes precipitated by modifications of law will only affect those specified sections and the remainder of this document will continue in force as written.

Executed this _____ day of _____, 2020.

SMITH COUNTY SCHOOLS (Arp, Azleway, Bullard, Chapel Hill, Lindale, Ranch Academy, Troup, Whitehouse, Winona)

Superintendent's Signature _____ from
_____ Independent School District.

TYLER INDEPENDENT SCHOOL DISTRICT

Board President/Signature _____, R. Wade Washmon

Subject: Approval for Purchase from Renaissance

BACKGROUND INFORMATION

Over the last five years, Tyler ISD has used the NWEA MAP Reading and Math assessment to assess K-8th grade math and reading student performance and growth. Although the MAP assessment provided valuable student performance data, the assessment was limited to three administrations per year and required at least one hour per assessment. Unlike MAP, the Star Renaissance assessment provides the similarly valuable data while being administered at any time throughout the year and requiring less than half of the time of the MAP assessment to administer.

ADMINISTRATIVE CONSIDERATION

To meet the needs of students and the district, Tyler ISD would like to adopt the Star Renaissance assessment as a replacement for the NWEA MAP assessment. Adoption of an accurate, effective assessment that best meets the district needs is essential for tracking student performance, identifying instructional gaps, and assessing progress towards campus and district goals. Renaissance is a member of BuyBoard.

STAAR Assessment Package (all elementary and middle schools) #Q2358404	\$ 173,737.12
Additional Intervention Solution: Accelerated Reader for: Austin, Bell, Birdwell, Bonner, Caldwell, Clarkston, Douglas, Griffin, Jack, Orr, Owens, Peete, Ramey and Rice. Plus MyOn for Bell and Orr and Freckle for Hogg #Q2358398	\$ 79,931.38
Accelerated Reader for Birdwell and Hogg #Q2362429	\$ 2,616.60
Total Cost funded using General Funds	\$ 256,285.10

ADMINISTRATIVE RECOMMENDATION

The administration recommends the approval of approximately \$256,285.10 (based on enrollment) next year to Renaissance Learning for the 2020-2021 school year to support progress monitoring of student growth and college readiness in K-8th grade math and reading.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Christy L. Hanson, Ed. D

07-20-20

Subject: Approval of Contract with Mach B Technologies, Inc. for Edugence Software

BACKGROUND INFORMATION

Over the last three years, Tyler ISD successfully implemented Edugence to assess and monitor the proficiency and growth of students using local, state, and post-secondary readiness assessment data. Continued implementation of the Edugence system will ensure efficient, and effective monitoring of student progress prior to the annual STAAR assessment.

ADMINISTRATIVE CONSIDERATION

Effective tracking of assessment data for instructional purposes will help ensure the district provides teachers all student performance and growth data in an accurate and timely manner. Edugence is directly aligned to district goals, which can be achieved only by using student progress data to adjust classroom instruction.

The contract includes the following:

- Assessment Management, Data Warehousing & Analytics \$75,000.00
- STAAR Test Maker item bank for \$1.85 per enrollment grades 3-11 \$22,288.80
- Navigate Item Bank for \$1.85 per enrollment grades 1-12 \$32,153.00

The total cost of \$129,441.80 is funded using General Funds.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the contract with Mach B. Technologies, Inc. for Edugence Software in the approximate amount of \$129,441.80 for the 2020-2021 school year to support progress monitoring of student performance and growth.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

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

07-20-20

Subject: Purchase of Courseware, Credit Recovery Services and Intervention Services with Edgenuity

BACKGROUND INFORMATION

Edgenuity will provide three key products to Tyler ISD.

- Courseware as an online solution for students to use who may need additional exposure to the content.
- Credit Recovery services for students who need additional opportunities to gain credit for high school courses.
- Personalized intervention services through *My Path* and *Path Blazer*

ADMINISTRATIVE CONSIDERATION

Edgenuity is a member of BuyBoard and will provide the following:

Courseware and credit recovery for secondary campuses Quote #154741	\$172,000.00	State Comp Ed
<i>My Path</i> – Boulter, Woods, Griffin, Jones and Ramey <i>Path Blazer</i> – Woods, Griffin, Jones and Ramey Quote #159388	\$ 32,500.00	Campus Title I funds

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the purchase of Courseware, Credit Recovery Service and Intervention Services with Edgenuity in the amount of \$204,500.00 for the 2020-2021 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Christy Hanson, Ed. D.

07-20-20

Subject: Purchase of Voyager Sopris Learning

BACKGROUND INFORMATION

As part of the continuous improvement efforts, Tyler ISD has made a commitment to ensure students are on grade level readers. In recent years, the Board has committed resources to training teachers in the Science of Teaching Reading strategies including an emphasis on phonemic awareness and phonics.

Voyager Sopris Learning will be providing high quality professional development and interventions services through

- Face to face or virtual professional development for representatives from each campus in LETRS modules 5–8 or LETRS Early Childhood.
- *Voyager Passport*, which is an explicit reading intervention program designed to address the needs of students who are reading below grade level in Kindergarten through 5th grade. The Passport curriculum specifically targets the five components of reading instruction (phonemic awareness, phonics, fluency, vocabulary, and comprehension) to provide additional support beyond the core curriculum for struggling readers.

ADMINISTRATIVE CONSIDERATION

Voyager Sopris Learning is an approved purchasing vendor and will provide the following services:

	Costs	Funding
LETRS Early Childhood and LETRS Unit 5-8 in person (or virtual) training for approx. 100 participants	\$ 46,000.00	General Fund
Voyager Passport for Austin Elementary	\$ 5,812.50	State Comp Ed
Voyager Passport for Clarkston Elementary	\$ 5,812.50	State Comp Ed
Voyager Passport for Jones Elementary	\$ 5,812.50	State Comp Ed
Voyager Passport for Peete Elementary	\$ 5,812.50	State Comp Ed
Total Cost	\$ 69,250.00	

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the quotes from Voyager Sopris Learning for \$69,250.00 for 2020-2021 School Year.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Christy L. Hanson, Ed.D.

07-20-20

Subject: PSAT Bulk-Rate Agreement

BACKGROUND INFORMATION

As a function of the continuous school improvement process and district focus on increasing the percentage of college, career, and military ready graduates, Tyler ISD began administering the PSAT to all 8th-11th grade students during the 2019-2020 school year. Students enrolled in grades 8 and 9 are administered the PSAT/8-9 and students enrolled in grades 10 and 11 are administered the PSAT/NMSQT. The 11th grade performance on the PSAT/NMSQT is utilized by College Board to determine Commended and National Merit Scholars.

ADMINISTRATIVE CONSIDERATION

The administration of the PSAT suite of assessments each year to students enrolled in grades 8-11 provides a growth measure to monitor student progress toward the college-readiness component of the college, career, and military readiness accountability criteria and district goal. The bulk-rate agreement with College Board allows the district to receive a substantial discount on the purchase of the assessments.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the PSAT bulk-rate agreement with College Board in the amount of \$57,199.50 for the 2020-2021 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Gary Brown

07-20-20

Subject: Report on Cooperative Purchasing Fees

BACKGROUND INFORMATION

Texas Education Code 44.0331 requires that school districts disclose the amounts spent on purchasing cooperative fees on an annual basis. Specifically, it states:

Sec. 44.0331. Management Fees Under Certain Cooperative Purchasing Contracts.

- (a) A school district that enters into a purchasing contract valued at \$25,000 or more under Section 44.031(a)(5), under Subchapter F, Chapter 271, Local Government Code, or under any other cooperative purchasing program authorized for school districts by law shall document any contract-related fee, including any management fee, and the purpose of each fee under the contract.
- (b) The amount, purpose, and disposition of any fee described by Subsection (a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district. The written report must appear as an agenda item.
- (c) The commissioner may audit the written report described by Subsection (b).

The fees paid to the purchasing cooperatives by Tyler ISD for FY 2019 / 2020:

NO FEES

- Allied States Cooperative (ESC Region XIX)
- Choice Partner's
- Omina Partner's (Formerly National IPA and U.S. Communities)
- PACE (Purchasing Association of Cooperative Entities)
- TIPS/TAPS (The Interlocal Purchasing System – ESC Region VIII)

VARIOUS FEES

- Central Texas Purchasing Alliance - \$100 annual fee
- Education Service Center Region VII - \$9,401.50
- Texas Association of School Boards (TASB) BuyBoard Cooperative - \$6,134 for purchase of various goods through the use of the BuyBoard contracts.
- Texas Comptroller of Public Accounts (TXMAS) - \$100 annual fee

ACTION REQUIRED

Information only

CONTACT PERSONS

Tosha Bjork
Ramsey Starks

07-20-20

Subject: Return to Learn Update

Information will be presented at the meeting.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed.D.

07-20-20

Subject: High School Names Submission Process and Timeline

Information will be presented at the meeting.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed.D.

07-20-20