

AGENDA

for the

Regular Meeting

of the

Board of Trustees

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

August 24, 2020

**REGULAR BOARD MEETING
Executive Session 5:30 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, August 24, 2020, the Board of Trustees of the Tyler Independent School District will hold a regular meeting at (Executive Session at 5:30 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**

August 24, 2020

**REGULAR BOARD MEETING
Executive Session 5:30 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.
 - II. Consider renewals, non-renewals, contract abandonments 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.	
E. Texas Government Code 551.0821: Hearing of parent complaint regarding student transfer, pursuant to Board Policy FDB and Texas Education Code Chapter 25.	
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	6
A. Consider board approval of hiring of professional personnel.	
B. Consider renewals, non-renewals, contract abandonments and terminations of contracts for professional personnel.	
C. Consider action, if any, following board hearing of parent complaint regarding student transfer.	
VII. Public Participation	
VIII. Approval of Minutes	
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B. Approve Minutes of Special Meeting - July 16, 2020	12
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X. Action Items	
A. Consideration and Action on an Order Expressing the District's Intention to Redeem Certain Tyler Independent School District Unlimited Tax Refunding Bonds, Series 2012; Authorizing District Representatives to Estimate the Required Revenues for the Defeasance; Incorporate the Estimates into the Debt Service Calculations for the 2021 Fiscal Year; Determine Appropriate Levy for Future Action by this Board; and Enacting other Provisions Relating to the Subject and Purposes of This Order	32
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C. Consider Adoption of the 2020-2021 Tax Rate	38
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J. Consider approval of Impero Education Pro License Subscription	70
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XV. Future Business	
A. September 10, 2020 - Board Workshop	
B. September 21, 2020 - Regular Meeting	

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

08-24-20

MINUTES OF REGULAR MEETING

The Board of Trustees of the Tyler Independent School District met in regular session on Monday, June 22, 2020, at the Jim Plyler Instructional Complex. The president called the meeting to order at 5:30 p.m., announced the presence of a quorum and that the meeting had been posted in the time and manner required.

Members present were Wade Washmon, president; Aaron Martinez, vice president; Yvonne Atkins, Andy Bergfeld, Rev. Fritz Hager, Dr. Patricia Nation and Artis Newsome.

Administrators present were Dr. Marty Crawford, superintendent; John Bagert, Rachel Barber, Jarrod Bitter, Tosha Bjork, Jan Coker, Gary Brown, Dr. Julie Davis, Jeannia Dykman, Dr. Christy Hanson, Jennifer Hines, Joseph Jacks, Dr. Jennifer Jones, Ron Jones, Tim Loper, Jeff Millslagle, Sandra Newton, Greg Priest, and Mary Russell.

John M. Hardy, school attorney, was present.

Trustees adjourned to executive session at 5:31 p.m. Mr. Washmon stated there would be action to follow.

Trustees reconvened in open session at 7:00 p.m.

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

There was no action taken from executive session.

Mr. Washmon stated that forty-one people had requested to speak during public participation. The following individuals addressed the board:

1. Garrett Bonfanti
2. Remona Stanford
3. Erik Archilla
4. Rachel Neal
5. Crystol Henry
6. Jessica Adams
7. Larry Wade, Sr.
8. Kathryn Wright
9. Jacob Lindsey
10. Lester Dewberry
11. Charles F. Parkes III
12. Trude Lamb
13. Nate Singley
14. Nytesia Ross
15. Ketrena Smith-Scoggins
16. Robbie Wallace

17. Brandon Collins
18. Corneilius Shackelford, Sr.
19. Clayton P. Riggs
20. Jonathan Hawk
21. Honor Neal
22. Kawsar Yasin
23. Yasmeen Khalifa
24. Joshua A. Coleman
25. Cory Howard
26. Danielle Hubbard
27. Julie Gobble
28. Shanice Kendrick
29. Aaliyah Lawson
30. Sarae Sinville
31. Kyndra McAlexander
32. Sky Williams
33. Tim Goeders
34. Ronald W. Perdue
35. Amy Ames
36. Cedrick L. Granberry, Sr.
37. Rick Rogers
38. Will Rogers
39. Michael Austin
40. Robert Davis Jones
41. Bob Brewer

Mr. Bergfeld made a motion to approve the minutes of the regular meeting on April 20, 2020, board workshop on May 7, 2020 and the regular meeting on May 18, 2020. The motion was seconded by Dr. Nation and passed by a vote of 7-0.

Regarding Continuous Improvement/Student Outcomes, Dr. Crawford stated that the background regarding what the district needs to do to meet statute is listed in the agenda. In 2016, the board started aligning district goals; however, the district now actually has legislation from House Bill 3 that came out of the 86th Legislative Session. It is a state-wide initiative and every district in the state is required to have an early literacy goal, a mathematics goal and a college, career and military readiness goal.

Included in the packet are the goals for first reading. He stated that the administration thinks these are “SMART Goals” and are very strategic as well. He discussed the individual goals and stated that the goals are presented as a first reading and that they will need to be approved prior to the start of school. He then addressed questions from the board.

Dr. Crawford stated the Board Operating Procedures is being presented for a first reading. The board reviewed and did some work back in November on the Board Operating Procedures and the goals. With the passing of Mr. Sterling in February and the then COVID-19 hitting, the board and administration has gotten off schedule with having these approved. The Board Operating Procedures are the same as discussed in November and are being presented for a first reading.

Regarding the Business/Legal/Finance/Consent agenda, the board pulled the consideration of Delegate/Alternate for the TASA/TASB Convention for individual consideration.

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

- Approval of 2019-2020 Amended Budget;
- Approval of Resolutions for Sale of Property for Delinquent Taxes;
- Approval of Memorandum of Understanding between the Tyler Independent School District Foundation and the Tyler Independent School District;
- Approval of three-year contract with Apptegy for Communication Services to include Web Hosting Service, Publishing Platform, Mass Notification Call System, and Mobile App in the amount of \$170,700.00 through August 31, 2023;
- Approval of Memorandum of Understanding with Literacy Council of Tyler and Tyler Junior College for the Family Learning Center of Tyler through July 31, 2025;
- Approval of proposal and contract for the Tyler ISD Data Center Renovation from RLM General Contractors in the amount of \$335,000;
- Approval of the purchase of Cisco Access Points from Pivot, Electrical Services from Trico Electric, data cable and installation at John Tyler High School and Robert E. Lee High School by J&L Technology and data and cable installation for all other locations by NComm for the total amount of \$127,578.80 for Wi-fi Access Points for External Campus Access;
- Approval of Agreement for Transportation Bus Tablet Purchase with Tyler Technologies for a total of \$388,025 for five years.

The motion was approved by a vote of 7-0.

Dr. Nation made a motion to elect Mr. Martinez as the TASB Delegate and Mr. Washmon as the Alternate. The motion was seconded by Mr. Newsome and passed by a vote of 7-0.

Regarding Curriculum/Instruction/Consent Agenda, Mr. Newsome made a motion to approve the following:

- Approval of Agreement with Tyler Junior College for the Link Transition Program;

- Approval of Waiver of Required Early Notice of Students at Risk of Failure Due to COVID-19;
- Approval of Memorandum of Understanding with Region VII Education Service Center for Reading Academies;
- Approval of Teacher Devices for Effective Delivery of Instructional Technology from Apple Education in the amount of \$85,595.00 for Special Education Instructional Staff.

The motion was seconded by Mr. Martinez and passed by a vote of 7-0.

Dr. Crawford stated that Local Policy CFC: Accounting Audits is being presented for first reading. He reminded the board that the policy will be presented at a subsequent meeting for consideration. He asked them to contact administration with any additional questions they might have.

Dr. Crawford stated that the Student Code of Conduct is being presented for a first reading. He asked board members to contact the administration with any questions they may have prior to the Student Code of Conduct being brought back at a subsequent meeting for approval.

Dr. Crawford stated that the Quarterly Investment Report and Quarterly Financial Executive Summary have been provided in the agenda. Mrs. Bjork addressed questions from the board.

Dr. Crawford provided a COVID-19 Update. He began by stating that the school start date for the 2020-21 school year will remain August 19, 2020 as originally adopted. However, Emergency Closure Dates have been added to the back end of the school year that go through the entire month of June should that be needed. The district expects further guidance from the Texas Education Agency later this week or early next week regarding opening of school, funding of school systems for next year, accountability and other areas of operation. The district will provide in-school instruction and other distance learning. There will be an A-F Accountability for this upcoming school year. Rose City Summer Camp and the district summer meals program are operating. Summer school will begin in mid-July and the district is targeting campuses where the heaviest risk loads are identified in order to assist with reducing learning loss. Transportation will run routes for summer school. In preparation for return to school, the Blended Learning and Distance Education (BLADE) is coming together as 1:1 student and teacher devices, the expansion of district Wi-Fi access points and training of faculty and staff is already gaining momentum. UIL activities and summer workouts have begun. Both high schools have seen tremendous participation in football and all of the fall sports as well as some spring sports. Bands will start in late July. Staffing vacancies are in good shape. Currently, there are four vacancies at Lee and one at John Tyler. This is an indication of leadership at those campuses along with

Human Resources staff prioritizing hiring before the summer break. He then addressed questions from the board.

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

The meeting adjourned at 8:40 p.m. following a motion by Dr. Nation, seconded by Mrs. Atkins and a vote of 7-0.

APPROVED: _____

/s/ Gina Orr
Gina Orr, Secretary

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

MINUTES OF SPECIAL MEETING

The Board of Trustees of the Tyler Independent School District held a special meeting on Thursday, July 16, 2020 at the Jim Plyler Instructional Complex. The president called the meeting to order at 6:00 p.m., announced the presence of a quorum and that the meeting had been posted in the time and manner required.

Members present were Wade Washmon, president; 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, Jarrod Bitter, Tosha Bjork, Kevin Bogue, Dr. Christy Hanson, Jennifer Hines, Ron Jones, Tim Loper, Jeff Millslagle, Sandra Newton and Greg Priest.

John M. Hardy, school attorney, was present.

Trustees adjourned to executive session at 6:01 p.m. Mr. Washmon stated there would be action to follow.

Trustees reconvened in open session at 6:09 p.m.

Mr. Washmon stated that forty-one people had requested to speak to the board during public participation. The following individuals addressed the board:

1. Orenthia D. Mason
2. Derrick Choice
3. Ronald W. Perdue
4. Donna Volberding
5. Bobby Curtis
6. Bob Westbrook
7. Robert L. Wilson
8. Honor Neal
9. Hope Rhoads
10. Caroline Crawford
11. Mission Bonner
12. Pryceless Bonner
13. Terry Bonner
14. Jessica Adams
15. Tim Goeders
16. James W. Volberding
17. Julie Gobble
18. Deborah Rowden
19. Ricky Garner
20. Michael Starr
21. Vera Moore
22. Enrique A. Salazar

23. Sandra Nauls-Mast
24. Angela Smallwood
25. Ashton Oravetz, III
26. Bob Brewer
27. Abrielle Jackson
28. Charles F. Parkes III
29. Cory Howard
30. Ken Mass
31. Sherry Woods
32. Laura Rhoads
33. Nytesia Ross
34. Bill Williamson
35. Sylvia Morse
36. Paul Hoyt
37. Wyley Smith
38. Jessica Taylor
39. Matt Hendon – signed up to speak, but was unavailable when name called
40. Sarae Sinville
41. Jordan Williams

The board said they would take a five-minute recess at 7:13 p.m.

The board reconvened in open session at 7:19 p.m.

Mr. Washmon stated that the action item tonight is discussion and possible action to adjust the names of Robert E. Lee High School and John Tyler High School including associated costs and if the board decides to adjust, discussion and possible action to begin a process to identify and choose new names. He said there are a few parts of this and one that the board needs to address coming out of the gates. He then asked Dr. Crawford to discuss the possible costs associated with name changes.

Dr. Crawford stated that he would like to put a couple of disclaimers on this. The district went through this process two years ago and came up with a number and submitted that. At that time, there was a little bit of concern about whether or not those numbers were accurate or not. He stated that he wants to go on and say that as the administration goes through this tonight, just as he said last time, it's estimation. He expressed that he wanted to be very clear to the public and the school board that the district does not have any quotes from a vendor about what a school name jersey may cost. It can be ball-parked for sure and the administration has done its best. Also, it has been two years since the district last had this conversation. The district has been sensitive to what has been ordered and have been sensitive to the construction that has occurred since this was last presented. As that disclaimer is provided, he wanted to make sure that everyone is clear that

if the board decides to move through with the change of the high school names, the district will do this in a very fiscally conservative manner as has always been done. He also asked that folks understand that there needs to be a grace period in here as well and that this would not transpire overnight. Northeast ISD went through this a few years ago and in talking with them, it took them a year to transition through the name change. They were also able to document and as another disclaimer, there will be things that come up that will surprise the district. Tonight is not an end to everything that the district has been able to go find that might be eligible for that transition. He provided a disclaimer before Tim Loper, director of facilities, Greg Priest, director of athletics, and Sandy Newton, director of visual and performing arts presented to the board. Most of this lies in those three areas. Each department provided a summary of the preliminary cost estimates. The high school principals were also in attendance and can provide assistance with any questions the board may have.

Mrs. Newton reviewed the costs and began by stating that John Tyler High School Band was up for new uniforms last year; however, the district held off purchasing them so that they would coincide with the opening of the new school building and because of the new storage that was being built in the new band hall. Mrs. Newton began by stating that the Fine Arts answer to the monetary portion of this is quite different than in 2018 because of the schedule for replacement of band uniforms. The board is scheduled at the next meeting to consider approving the purchase of the John Tyler High School Band uniforms and Robert E. Lee Band uniforms are scheduled to be approved next year. The expense of replacing those is approximately \$130,000 on the rotation. Other expenses for the band include rewrapping the trailers that carry the equipment and instruments to various events, parade banners, cases for musical instruments, music library, music stands and chairs some of which have been mitigated with the building of the new facilities and the new equipment. The costs for fine arts is minimal due to the mitigation over the last few years and the fact that since this is the start of a new school year some things have not been purchased yet. She stated band uniforms are replaced every seven to ten years depending on the wear of the uniform. The uniforms are due to be replaced for the Robert E. Lee Band next year. The current uniforms have "REL" stitched on the shoulder; however, due to possible COVID protocols alternative uniforms that the student can take home may have to be used. The current estimate of costs for fine arts is around \$10,000.00 unless other things arise that were not taken into consideration. She then addressed questions from the board.

Dr. Crawford stated that some of the costs will be based on the tolerance of what the board expects and the type of standards of quality that is expected for the transition. He said the district will try to do things economically, but will not sacrifice the quality of what is being provided for our students.

Mr. Priest reviewed the costs for athletics and stated that the district is in better shape than a few years ago. He stated that at Robert E. Lee High School the

coaches have used “Red Raiders” on the new jerseys that have been ordered. Some of the sub-varsity jerseys, practice gear and track will need to be changed. The varsity teams will need to wear their home jerseys with the mascot name and not the away jerseys that usually have the school name on them. For any uniforms that need to be changed, the district will have to order stock uniforms because the deadline has passed to be able to order and get them in on time. The soccer teams and the swim team will need to have some adjustments made to their uniforms. The district will look at putting patches or vinyl over uniforms and jackets as long as it looks good. He stated that the teams need to look their best when competing. The estimated cost to the athletic budget is \$98,500.00 conservatively. He stated that in 2018 he was able to provide detailed pictures of equipment and jerseys; however, this time, all of that is packed in storage due to the construction and move that is occurring at both facilities. He then addressed questions from the board.

Dr. Dan Crawford, principal of Robert E. Lee High School, and Claude Lane, principal of John Tyler High School, addressed questions about spirit gear that is purchased by the PTA and Booster Clubs.

If this were to happen, Dr. Crawford stated that the transition will need to be the tolerance of what you as a board want and what the district can handle as when going through this. He asked if this is an overnight band-aid rip or does the district take care of the easier things that can be done right away and then move into the other stuff with the understanding that the district is not trying to be offensive if something is not changed immediately. Also, many things are on backorder and things are slow right now when ordering. Dr. Crawford stated that this is not an easy task and will take time.

Tim Loper provided an executive summary of the estimated costs for facilities. He stated that the design and construction team for Robert E. Lee High School, Corgan, Harris Craig Architects and WRL General Contractors were asked to study the impact and potential cost to building signage associated with a change to the school name. There are three locations on campus where building signage bearing the name, Robert E. Lee High School has been installed or fabricated which include the main entry portico, the marquee sign on Shiloh Road and the cast aluminum letters at the interior of the main entry lobby. The marquee sign and main entry lobby signage has been fabricated and delivered, but not yet installed. Mr. Loper reviewed the removal of existing letters and the two options for the installation of new signage at main entry portico. He stated that if the district infills the existing signage, the manufacturer is tentative about the warranty. For Option 1, the GFRC contractor has confirmed that replacement of these panels will require removal and reinstallation of the cornice piece directly above, but the baluster at the roof above can remain in place. Once on site, each panel can be lifted into place and the cornice reinstalled above it. One variable in cost and installation time is the length of the new name compared to “Robert E. Lee.” If the names are similar in length, it would be possible to avoid removal of the three panels bearing the words “High

School” and only three panels would need to be replaced in lieu of six. For Option 2, aluminum letters with the new school name will be applied. This option would be faster and more cost-effective because the GFRC panels would not have to be replaced, but the signage would not match the engraved letters at other locations on the campus such as the Dining Hall, Media Center, and Theatre. He expressed concerns about jeopardizing the integrity of aesthetics of the classical look of the rest of the campus. He stated that to infill the existing signage would cost \$9,000 for three panels and letters and \$13,000 for six panels with letters and would take 3 weeks from direction to proceed. For option one, fabrication and installation of new signage would take 12-16 weeks from approval of a new school name for fabrication and 3-4 weeks for installation after panels are onsite. The cost of three panels is approximately \$102,000 and six panels would be \$130,000. For Option 2, he stated that fabrication and installation of aluminum letters would take 6-8 weeks for approval of a new school name for fabrication and 2-3 weeks for installation after letters are on site at a cost of \$12,500. He also reviewed the cost and timelines for the marquee and entry lobby interior.

The design and construction team for the new John Tyler High School project, Fitzpatrick Architects, Stantec and WRL General Contractors were asked to study the impact and potential cost to building signage associated with a change to the school name. There are three locations on campus where building signage bearing the current name, “John Tyler High School” has been installed and fabricated which include the cast aluminum at the main entry, cast aluminum letters at the monument sign on Loop 323 and the Daktronics optic lens on top of marquee sign on Loop 323. The cast aluminum letters installed on the building will need to be removed and masonry repairs are needed plus protection of installed surfaces below. The cast aluminum letters for the monument sign have been fabricated but have not been installed. The marquee sign has been fabricated and is ready to be installed. The most cost-effective way will be to remove the John Tyler High School letters first, remove the damaged bricks and then replace them with new ones. Mr. Loper stated that the removal of the signage, masonry repairs, protect structures below and clean would cost approximately \$12,750 and take two weeks for direction to proceed. The fabrication and installation of new signage with mobilization charge will take 6-8 weeks from approval of a new name for fabrication and 1 week for installation after letters are onsite at a cost of \$8,495. The estimated cost for the marquee sign is \$7,750 and monument sign \$2,500. He then addressed questions from the board.

Mr. Washmon stated from what has been presented and his calculations the estimated amount to change the name at both schools is approximately \$330,000 plus or minus. These numbers are not exact, but help to clarify some of the costs associated with those potential adjustments to the names.

Statement by Mr. Martinez:

Nearly three years ago I sat here and said three things, we needed to move to a vote and act swiftly and deliberately, the process needed to be board driven because it is our responsibility, and we needed to address policy changes. I also said we had an opportunity to be leaders and an example of how to work positively through these issues.

It wasn't my idea, it's a decades old issue. I was just listening to the community and our students, who were asking for a change.

Unfortunately, last time this board did not lead. I'm grateful that we have the opportunity to take this up again and continue this discussion.

Thankfully the lack of action has created and empowered some student leaders, students who showed up for meeting after meeting in 2018 and continue to show up in the midst of a pandemic. Students who have learned so much about community organizing and their role in our political process. I always say that if our success is measured by the civic responsibility and participation of our students, then this meeting and these student leaders are serving as our final exam.

We should also keep in mind, we are just talking about changing names, we aren't talking yet about the next steps. Being creative and finding ways to correct inequalities and disparities that exist in our schools. Student achievement shouldn't be determined by zip code, and until that is no longer true, we have more work to do.

The road ahead may be long but I'm committed to making positive change when we see injustice or inequalities. We need to remove the walls that divide us and tonight's vote is critical to set in motion our community's healing.

Changing these names was right 50 years ago, it was the right thing 2 years ago and it's the right thing now. I'm still in favor of voting, driving the renaming process, and adopting the necessary policy changes.

Statement by Mrs. Atkins:

We have heard what everyone has said and everyone's feelings especially in our districts. The threats of we are going to fire you. I have been black all my life and so if you have not had that experience of being talked about. I'm a child of segregation and integration. I have been in Tyler ISD all of my life. As a teacher, I have worked at a school where I have been the only African-American for ten years. It is a change that is needed. If you have never been a recipient of hate, if you've never been a recipient of going for a job interview and you know you are

qualified and you know your job, I know that I was and still am a good teacher and to be criticized or to be evaluated because of the color of your skin not because of what I am capable of doing. If you don't know those things and haven't experience it, then you can't tell me about it. It is an experience that I have experienced myself. This is a new generation. I don't like the fact that people are saying that outsiders are coming in. The African-American community in Tyler has a mind of their own. We don't need outsiders to come in to tell us what to do when what to do is right. I represent the people in my area and I am going to represent them well. It's a tough conversation but it is a conversation that has to happen. We have had the Bible thrown at us, but the Bible also says there is a time and season for everything and this is that time and season.

Statement by Dr. Nation:

As many of you know, my personal pictures have been accessed, mocked, and at times altered in order to cast a false light on me and my family. These comments are both hurtful and hateful. In Ephesians 4:29, Paul tells his followers to *Let no corrupting talk come out of your mouths, but only such as is good for building up, as fits the occasion, that it may give grace to those who hear.* Our board president has asked all "to remain poised and reasonable during this time" of discussion and conversation. We all have listened; and in fairness, I would ask that my voice and my history be heard.

As a history teacher, I love learning about the past. And out of that passion for history, around three decades ago, my husband and I participated in historical reenacting. It's a hobby, an educational and entertainment activity, in which we honor the soldier and in the Civil War we honor both Federal and Confederate soldiers. After research of the original events, battles are reenacted as closely to the historical scenario as possible. It is a pastime that is enjoyed by both the actors and the audience. Over those years, we traveled to battlefield sites, taking part as soldier and civilian from either the North or the South as the event required in order to present as close to an authentic impression as possible. The wedding happened during one of these reenactments and both sides were represented. I have ancestors who fought for the Union as well as some who fought for the Confederacy during the Civil War. As the daughter of a former Prisoner of War and the wife of a retired, decorated combat veteran, I honor the soldier-those who would lay down their life in service of their country.

As an educator, I encourage you to not take everything you read on social media as fact. In this day and time, there is a lot of misinformation floating around. Even so called unbiased reporters tweet their opinions on situations, events, and history. Instead, I encourage you to not jump to conclusions. Do your own impartial research into historical events and seek true knowledge.

There is no such thing as a *right side* of history. We are all a part of the same history and together we need to learn and grow from it. We need not to run from our history but teach it in a way that helps us understand who we are today so that we can work together for a better tomorrow.

As a board member, I want you to know that I hear you... all of you and the wide range of opinions on the matter before us. Changing the name of a school alone will not change the hearts of people. I believe there is a much bigger conversation to be had on race relations in our schools, our churches, our homes, our communities, and our nation. The members of this board are elected to guide and direct in the best interest of the district as a whole and its students. Our job is to focus on successful student outcomes for all students and that is where our focus needs to remain. Thank you for listening to me.

Statement by Rev. Hager:

To my fellow trustees, before I begin, I want to thank you for your commitment to the children of Tyler ISD. You serve as volunteers because you love our community and care about its future, not because of any national, political agenda or aspirations but because it's a way you show that you love your neighbors. You listen to our community well and take your role as stewards of Tyler ISD seriously. So, for your sake, I will try to be brief tonight, which is hard for a preacher.

To those watching online or listening outside, welcome back. It's been two years since this board addressed the issue of the names of our schools. Since that time we've raised our overall accountability rating to an 85, set new records for college and career readiness, made progress on the achievement gap, out-scored our local private schools on most of our AP tests, lowered the tax rate and are building two new beautiful schools on time and within budget. And in the span of a couple of weeks last year, quickly pivoted to teach and care for students in the middle of a global pandemic. We've been busy.

When this issue was brought to us again I went back and read everything I said in our previous meetings and I believe today what I believed then.

I'm happy to share those offline with anyone who is new to this debate, who has forgotten my position, or who is curious how I came to my position but, quickly, that means I still believe:

- Schools are different than statues and street names because we compel a student to attend a school based on where they live and we ask them to identify with the school, literally wear the school name on their uniforms. And they take the name with them – in their memories, on their yearbooks, on their diplomas, so I understand why people care about the name of the school.

- The name Robert E. Lee, what he symbolized, what “he” meant changed over the years and today is associated, whether we like it or not, with beliefs that are antithetical to our values and send the wrong message to all of our students, but especially our students of color. I believe that all of us are made in the image of God and, therefore, have infinite and equal worth, dignity, and value. Symbols that say otherwise have no place in our school.

And at the same time, changing the name of a school is mostly a symbolic act – it doesn’t immediately improve test scores, it doesn’t erase our complex history, it doesn’t eliminate racism, it doesn’t end strife in our community, but it is a start. And I believe will have a positive impact on the culture of the school.

Unlike any of my fellow trustees, I’ve faced a contested election where this was the central issue of the campaign and was fortunate to win the support of the voters of District 6. And just as my thoughts about the name have not changed, neither has my campaign position. Which was - while I supported a name change two years ago I would not raise the issue because I believed the economic window to change had closed and that the reported \$1.5 million dollar cost of conversion that was reported was too high. I have kept my pledge not to raise the issue.

But since then three things have changed – 1st we’ve learned that what looks like cast stone on the front of the building is actually a composite material that can be changed at a fraction of the originally forecast cost - \$25,000, not \$460,000. 2nd the school has been rebranded, which radically reduced the number of uniforms and other equipment that would be replaced from a million down to as little as \$100,000. This reduces the cost of conversion from as much as \$1.5 million down to as little as \$125,000, maybe lower. A 92% reduction from the prior estimate.

Furthermore, I have been talking with a group of individuals who have committed to work to raise the funds to pay for all or most of the conversion costs if the board does approve a change, limiting or eliminating the use of taxpayer funds. Therefore, I do not believe that the costs to change should be an obstacle to progress.

And finally, recent incidents amongst the student body at Lee have led me to believe there is a greater risk of disruption of learning because of this issue and even a concern about the safety of some of our students that is much greater than we previously faced.

Which brings us to tonight. The specific proposal we are discussing tonight is to change the name of both our comprehensive high schools. I previously argued that only one name was currently associated with white supremacy, although both historical figures were slave owners and Confederate leaders. In my conversations two years ago, the only people advocating to change the name of John Tyler High School were folks who really didn’t want to change the name of either school.

That is not the case now – I have spoken with many community leaders and alumni who feel that both schools should be changed. This is a move supported by many of the largest employers in our community, as well as over 34 pastors who signed the letter we received tonight and many more who have expressed their support privately. So, while I don't believe both names are equally problematic, because I do desire to work towards consensus on this issue, and because the costs are minimal or covered by donations, I will support changing both names.

Therefore, as a graduate of Robert E Lee High School, the school both my siblings and three of my kids graduated from and as a 4th cousin of Robert E. Lee himself I believe this is a better path. As a graduate of West Point who understands the complicated history of the man, I believe this is a better path. As a combat veteran who loves our country and our community and is not afraid of or swayed by political pressure or outright threats, I believe that the time is now to start us down a better path, one that aligns the symbols we revere and honor with the values we hold.

A better path that has the potential to inspire and encourage all of our students, and that is consistent with our belief that every student can be successful.

I look forward to walking down this better path with the members of this board and administration, as well as the many great people in our community who care deeply about its future and who will continue to work to provide the best possible education for the children we treasure.

Statement by Mr. Bergfeld:

Thank you to all of the people that have called, emailed, texted, written letters and stopped me on the street. I appreciate your passion on both sides. A representative government is one of the great things about this country. In September of 2017, in a public board meeting, I asked the question, "In a situation of compulsory education, (in which, by law, you must attend the high school to which you are zoned regardless of race) is it right to force African American students to attend a school named after the most famous and honored Confederate figure from a war, whose underlying cause, either directly or indirectly, was to protect the institution of slavery?" I hoped then that leadership from both the white and black community could sit down and listen to each other's thoughts on the issue and come to a resolution about the names of our high schools, but that never happened in the process, in my words from 2018, seemed more tied to a liberal progressive movement than a genuine community discussion about a name. Because of this, I felt like a change would do more harm for the district than it would benefit. As I said then, there is a time for everything and, in my opinion, that wasn't the time.

I have many wonderful memories of my time at Lee as do thousands of others and thousands do at John Tyler as well. It is these times and memories that are the hardest to let go of, not the name of the man. As I said before, if there is a way to preserve the legacy of the graduates of Robert E. Lee and John Tyler through this process, I think most reasonable people would go along with it. I pulled out my old Senior yearbook this morning and was reminded that two of our three class favorites in 1988 were African American, remind you the population of our school at that time was 80 to 85 percent white. We had a wonderful student body that loved each other regardless of color. In fact, our Homecoming King and Mr. Robert E. Lee Corey Mayfield was African American so when I hear our school get attacked as a racist school from the beginning of the history of time, it bothers me because that wasn't what I experienced.

It was important to me then and it is important to me now that this be a Tyler decision - that the majority of us from all races can at least try to listen to each other and come up with something we can all live with. Tyler is a great town and has a long history of people caring for their neighbors as much as they do themselves. Tylerites are generous with their time and resources and always have been. Don't let anyone convince you otherwise. I do want to thank most of you that have been involved this time around for letting us and the community work through the process without turning it into a political circus. I understand the passion on both sides, especially in the climate we are in. I do, however, want to remind those of you who seem surprised or particularly outraged that this item has appeared on the agenda again, that all it takes is one member to put something on an agenda. All five of us that have been on the board as senior members, our statements about how we stood on this issue were known and we have all gone through an election since that first came up. In a way what I am saying is that if you go by that alone, many would say the result of tonight's vote is a representative will of the community. If you don't think it does, then I would suggest you get involved.

The three most common arguments I hear for keeping the name are: 1) Some version of history repeating because we are going to forget history; 2) They have made it this long with it the way it is, why is it such a big deal now or 3) You are giving in to a radical progressive cultural revolution.

As to the first item, I really don't understand it. I look to see who made it up and it's not a bible verse or anything. I don't think we are going to be enslaving people or having a civil war just because we change the name of these schools. I don't get that, I don't understand that, maybe some of you do, but it does not resonate with me.

The problem I have with the second response is that, if we are all created equal, when I put myself in their shoes, it doesn't feel right.

As I stated in 2017, there are bigger issues that are having a much more drastic effect on young people than the names of our schools, but that's not what is on our agenda tonight. Just because they have lived with it, doesn't mean that it's right.

As to the third item, I absolutely agree that the biggest threat to our school district, state and country is the current radical progressive movement that is sweeping America. It is here, in Tyler, and people need to wake up. I would call my generation the comfortable generation. Most of our hardship has been limited or self-imposed. If you are a conservative, you better wake up before your country is unrecognizable.

Having said that, it is my job to examine each issue that comes before the board separately and, to me, this one doesn't check most of the boxes of a cancel culture campaign. First, we have been dealing with issues related to our ties to the Confederacy for over 50 years. Most, if not all of the citizens I have talked to recently, when asked if they are willing to come in front of the school board to defend this tie, politely decline. The majority of people I have talked to say the Civil War is over and it is time to move on. While there are a good many woke white people involved in wanting this name changed, there is a general consensus among the mature leaders of this community, both white and black, that are not part of this progressive movement, that having our only two high schools prominently linked to the Confederacy and its ties to slavery, needs to come to an end.

Which brings me back to my initial question: Is it right to force African American students to attend a school named after the most prominent Confederate figure who fought a war to protect slavery? And secondly, why did they change the name of Tyler High to John Tyler in the 1950's? Was it because of his ties to the Confederate Congress?

A former school board left a mess on our hands, we can all agree to that, and as I sit here tonight I'm not willing to kick the can down the road to the next board. It's not a political movement, it is what's in my heart. If the majority of the board is ready to adjust the names of our high schools, then it's probably time. In doing so, please be considerate of the incredible legacies that people at John Tyler and Robert E. Lee have left us. They had nothing to do with slavery and let's work hard to preserve the great things about Lee and JT as we look toward the future. Thank you.

Statement by Mr. Newsome:

I am voting for the name change because I believe it is the best thing for the students that attend the schools. If a student's education is hindered because of the name of the school, we should be concerned. Our district is approximately

75% minority, so if the names are an issue with our students it needs to be addressed.

I think it was a poor choice in the naming of the schools initially. In the late 60's, when the educational institutions were going through major changes, neutral names should have been selected. Yet TISD chose to move from a neutral name of Tyler High to John Tyler. The name Robert E. Lee was left in place. Why? Were there ulterior motives or just "tunnel vision"?

We cannot allow political agendas to direct our decision making process in education. Yes, it influences our decisions but should not direct it. The students within TISD district are our primary concern and should always be. The image of the county or city should not direct what and how we operate within the district. If we make good decisions for TISD that will always make the county and city image appear better to others. Unfortunately, TISD has not always done that. Thanks for your time and interest.

Statement by Mr. Washmon:

I enjoy working with the board. This position is one that you don't get paid and you do sometimes get paid by hard pats on the back or at-a-boys, but over the last 3-4 years, this issue has been debated in the community and at our meetings, over many dinner tables, out over drinks, and out on the patio. I've personally asked for time to ponder so emotions wouldn't cloud our thoughts. I've asked for this issue to be discussed outside of school months so we can focus on successful student outcomes. I've even offered a compromise to end this debate without full sail change just in hopes of bringing unity in a time when it was nowhere in sight. As a board, we've all cycled through elections where the public could have made a change should the majority in their districts have been displeased with where we all stood on this issue.

I believe this evening, enough time has passed for us to see through the fog of emotion, and we're discussing this at the right time of year. When this issue came back up, I knew I was going to have to lead in a way that I had not been forced to do in the past. I knew support would need to be garnered by leaders in all areas of our community. And, we would have to be sensible and objective in our thoughts and actions. I knew where the majority of the board stood, and that we needed to go ahead and address this issue before the school year began as we have so many more issues to deal with.

Tonight, after many conversations with those whom I respect and I admire, my eyes are very clear on this, it's time to rip the band-aid off. As this board has done with so many other things in the last 7 years, things that were holding us back as a district, things that served as future pitfalls and obstacles that needed to be dealt with swiftly, things that could divide a board, or drive away a top notch

superintendent, and I believe we have one. Marty, thanks for bearing with us through this. I know it is not easy and I know a lot has been asked of y'all and that's not written down.

Many citizens have reached out about a district wide election concerning this issue. I want to re-iterate, we do not have the legal authority to call an election on this. AND, even if we did, I do not believe I would have the votes to call it.

Many citizens have had concerns about us caving to the people who want "Marxist revolution". I can tell you I want no part of Marxism and in fact when this "Marxist revolution" is quelled and things get back to normal, I'll still have 2 high schools named 80+ years after the civil war and named after guys that didn't serve locally and had prominent positions in the confederacy. That's not going away.

The fact of the matter is our forefathers put us in a bind. They made a bad call and we are having to deal with it 60+ years after that. This is not something that future boards need to deal with, so I am willing, even as a proud REL graduate to remove this obstacle for the sake of them, for the sake of our city, and for the sake of our children who shouldn't have to deal with this now or in the future. I also want to say that it's ok to be a conservative and have a little compassion and it's ok to be a Republican and display the ability to reason and be rational. We need to be able to separate and address our local issues from those taking place nationally. Don't allow the news we consume to overcome our critical thinking skills. We must realize that this local issue will continue to impair our ability to educate kids and come together in unity. I realize it is hard not to allow issues to become political and divisive, but we must be able to understand and reason even in the most heated of times.

I'm also all for ending this here. There are some guys that lived in a time much more trying than this. They fought in a war that tore our nation apart and ultimately came back home and rebuilt. Serving in prominent roles in the community and the State of Texas, I believe local service should be commended and there is danger in applying modern standards to times we didn't live in. Extremism will ultimately consume and ruin this country and community if we are not careful. So many of my Christian brothers and sisters are focused so much on RACE, that they're having a hard time showing GRACE, which must be liberally given if peace is to be achieved. I believe it is time for a lot of people on both sides of this issue to lay down our swords.

If you're a proud REL or John Tyler grad listening to this tonight, it's ok to have a bit of sorrow in your heart about this... I get it. Nobody wants to have the place that so many memories were made be taken away. But those memories will always be there, the dances, teachers, parties, friends and for some, championships. That Pride stems from your accomplishments and accolades you received while you were there. I will always be proud graduate of the class of 99' for Robert E. Lee, full

of leaders and people of all walks of life, good friends. It's not the school name I am proud of, it's the people and memories associate therewith. It is not our fault those schools received those names, but I believe it's our obligation to address them tonight. The term Legacy has been used during many comments over the last few years and I can't help but imagine new schools with new legacies.

Lastly, I realize that this truly has a minimal impact on student outcomes. Where we're at right now as a society IS concerning to me. But by handling this issue, it gives us one less distraction to deal with so we can teach individual accountability, owning your actions, and taking constructive criticism without folding. Along with the numerous other issues that truly do impact our ability to educate kids, so let's act on this now so we can get back to focusing on successful student outcomes.

Mr. Newsome made the motion to change the name of the two high schools, John Tyler High School and Robert E. Lee High School and including the associated cost. The motion was seconded by Mr. Martinez and passed by a vote of 7-0.

Mr. Washmon opened the discussion regarding the process to change the names. He stated that the district has a policy regarding naming of facilities that has been submitted and is being presented to the board as a first reading.

Dr. Crawford stated the revised policy is in the board packet and was released with the agenda as a first reading. He reminded everyone that it is the process of this school board, it is not state law, but it is the process of this school board for the last 15 plus years to have a first reading of policy as presented to the board. The board reviews that policy and any adjustments or concerns are then relayed to the administration. At the next board meeting, in this case it will be Monday night, that policy is considered as a second reading enacted upon by the board with any changes or notations made before the vote occurs. Revisions to policy CW Local were worked on with John M. Hardy and Mr. Washmon when the administration knew a special meeting was going to be called. He then reviewed the recommended changes that include the removal of naming a facility after a person or any local, state, or national heroic figure. The administrative recommendation is to not name schools after people. He stated that we all imperfect and this has certainly been pretty divisive. Those two things stricken from the policy could potentially allow for some relief from the current issues that the district has faced. New to the policy is that it could be named after any patriotic belief, principled ideals, values, desired qualities or aspired outcomes for District student or the community. It was also added that a facility can be named after a landmark or physical attribute. He also stated that a portion of a school facility may be named after a person who has served the District or community directly and made significant local contribution to society and/or education. Such portions of school facilities include (but are not limited to) theatres, gymnasiums, fields, libraries, halls or corridors, or other sub-areas of a school facility.

Dr. Crawford stated that this process is one that is used in other school systems. It is also the process that has been used when the district has accepted recommendations from a community member. He then reviewed the process as follows:

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.

He stated that is the recommended policy adjustment for CW Local.

Mr. Washmon stated that it is a first reading and the board is not adopting the policy tonight. Adjustments can be made to it if the board sees fit and the goal would be to go ahead and adopt it Monday night with or without adjustments that might be made.

Statement by Mr. Bergfeld:

I have a few comments to make. One thing that I wanted to make sure that we are cautious of. We have been dealing with this for years, this whole naming stuff, so we are a little name weary. I do not want to see any revenge naming is my best way to say it. We need to be done with playing games with the names of our schools. I hope that if there is anybody out there who thinks this is our time to get back at so-and-so or to do this or to play. I hope this board will understand that we are not doing that. We do not need the drama right now over the naming of these schools. I think that we need to be cautious on how many people we involve in the

process right now given the climate in our town, in our state, in our country and all that's going on. We were elected to do this job. We can do it. The people who named our high schools before, I believe, had student committees or something involved and the recommendations they got are what we have had to live with. I think we can handle this as a board. I trust all of y'all that we can do this without this turning into something that we maybe didn't foresee. Those are my general comments and if y'all have anything, please let me know before Monday.

Statement by Rev. Hager:

I would agree with what you said. Mr. Bergfeld, I think that's wise. I support these changes. I think they do put us in a place to get naming ultimately off the agenda for us. The one thing that I don't know if it rises to the level of a policy and so I will just state it as my personal belief. I would be open to limiting changes for schools during times of remodeling. I am really not interested in a radical renaming process for multiple schools. I think we have dealt with the two schools that have the most complex history when it comes to their name. I don't know if that rises to something that could be included in the policy or should be included in the policy, but my personal opinion is we don't need to go now and change a whole bunch of other names. If we wanted to put that in policy, I would be happy to support that limiting it to when we do a remodel or if others don't think that rises to the level of policy, I can support that too. My personal position is I think we are done at two for the foreseeable future.

Mr. Newsome questioned the naming of schools "after any patriotic belief, principled ideals, values". He asked what that is referring to and stated that he was not sure what that means.

Mr. Washmon said an example would be liberty.

Rev. Hager stated that another way of saying it is principled ideals or values is virtue.

Mr. Newsome stated that he agreed with the policy changes. He expressed concern about the recommendation process. As a representative of his community, he thinks that it is important that he allow individuals that may want to have an opportunity to make that choice in helping to name the schools. He would like to see maybe each one of the board members from the various districts select someone from the districts to serve on the committee and work with the PR person to facilitate this process. He feels like he is obligated to involve his community to a certain extent, listen to them, and make decisions based on their input. This has been a very controversial issue, he could very well help make that decision, but he would prefer to have someone from his district help make that decision and assist in that process. He stated that was his opinion on the process.

Dr. Crawford stated that he would need some coaching on how to make that work, but would do whatever the board wants. If we are going to have a collection like we have done in the past of submissions from the community that is going to be captured, he is not sure how to make that work when the community is the one submitting the names.

Mr. Newsome responded by stating that the committee would be the ones to collect those names, they would look at those names and they would be the ones to submit the three names recommended.

Dr. Crawford asked if there would still be community input besides the seven individuals that would be in that group.

Mr. Newsome said there would be.

Mr. Washmon stated in policy where it says the superintendent or designee may appoint a selection committee, he believes that it is lumped in there where if the board chose to guide you in that manner he believes that is still covered in policy unless someone disagrees. He said that the board could work within the wording to allow for that if the board so chooses. He stated this is first reading and he agrees with no naming after people.

Rev. Hager asked for clarification if the board would have a second reading and then take action or would the board then need to wait until the next meeting for a vote.

Mr. Washmon stated the board would review as a second reading on Monday and take action that night. He also stated that he may be getting a little ahead, but that he is in favor of a fairly quick process on the decision of the names to get the show on the road. That would allow Dr. Crawford and his staff in dealing with COVID-19 and all of the other issues to focus without being pulled away and having to deal with people vying for the name that they want.

Dr. Crawford stated that he would bring the board a recommended timeline at the meeting on Monday.

Mr. Washmon stated that he is proud of this board. He stated that Dr. Nation is one of the kindest Christian ladies he knows and anyone that says otherwise does not know her heart. He said he felt like he needed to say that and he appreciates her serving and working on the board, as he does everyone else.

The meeting adjourned at 9:14 p.m. following a motion by Mr. Bergfeld, seconded by Mr. Newsome and a vote of 7-0.

APPROVED: _____

/s/ Gina Orr
Gina Orr, Secretary

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

Tyler ISD news release dated July 16, 2020 is attached as Exhibit "A".

Exhibit "A"



July 16, 2020

Jennifer Hines,
Tyler ISD Executive Director of Communications
903-262-1064

News Release

Tyler ISD Board addresses facility names during Special meeting

Tyler – During tonight’s special meeting of the Tyler ISD Board of Trustees, the Board unanimously voted in favor of adjusting the names of Robert E. Lee and John Tyler high schools. After lengthy discussions of associated costs should the names be adjusted and personal statements by each trustee, a motion to vote on the action item was made by Artis Newsome, District 2, and seconded by Board Vice President Aaron Martinez, District 5.

“This has been a trying time to be a Board member to say the least,” Board President Wade Washmon said. “But I do believe the Board has made a decision that will remove a growing obstacle to our focus on successful student outcomes and has removed an issue that will only serve to be divisive for the community and future boards. We look forward to turning our focus back to successful student outcomes.”

“As always, I appreciate the Board’s work,” Superintendent Dr. Marty Crawford said. “Public service is sometimes a thankless commitment that is under-appreciated for the time given in place of personal business and family time. Concerning this issue, the Board was acutely sensitive to comments and commentary and realizes the significance of their decision.”

After the vote in favor of adjusting the high school names passed, the Board held a First Reading to revise policy CW (LOCAL) for naming District facilities. Suggested policy CW (LOCAL) revisions can be found in tonight’s Board meeting [agenda](#).

“As we build upon the continuous improvement we have accomplished over the past six years, our daily mission to provide the very best academic opportunities and school experiences continues, and that will not waver.” Crawford said.

The next regularly scheduled Board meeting will be held July 20 at 7 p.m. Media interested in attending must contact Tyler ISD Executive Director Jennifer Hines by 10 a.m. Monday, July 20.

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Subject: CONSIDERATION AND ACTION ON AN ORDER EXPRESSING THE DISTRICT'S INTENTION TO REDEEM CERTAIN TYLER INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2012; AUTHORIZING DISTRICT REPRESENTATIVES TO ESTIMATE THE REQUIRED REVENUES FOR THE DEFEASANCE; INCORPORATE THE ESTIMATES INTO THE DEBT SERVICE CALCULATIONS FOR THE 2021 FISCAL YEAR; DETERMINE APPROPRIATE LEVY FOR FUTURE ACTION BY THIS BOARD; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT AND PURPOSES OF THIS ORDER

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Marty Crawford, Ed.D.

08-24-20

Subject: Adoption of the 2020-2021 Budgets

ADMINISTRATIVE CONSIDERATIONS

Proposed budgets have been prepared for the general operating, food service and debt service funds for 2020-2021, and a copy is included in the agenda.

ADMINISTRATIVE RECOMMENDATION

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

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, EdD
Tosha Bjork

8-24-2020

**TYLER INDEPENDENT SCHOOL DISTRICT
GENERAL OPERATING FUND
ADOPTED REVENUE BUDGET
2020-2021**

	2020-2021 ADOPTED BUDGET
Taxes	
Current Year Levy	\$ 95,026,516.00
Prior Year Collections	1,000,000.00
Penalties and Interest	1,000,000.00
Total Taxes	97,026,516.00
Tuition and fees	230,000.00
Earnings from Temporary Investments	600,000.00
Rent	63,500.00
Miscellaneous Local Revenue	12,500.00
Athletic Activity	150,000.00
Other Enterprising Activities	5,000.00
Total Local Revenue	98,087,516.00
Foundation and Per Capita Apportionment	57,716,390.00
TRS On-behalf Benefits	7,495,000.00
Total State Revenue	65,211,390.00
Federal Revenue	3,040,000.00
Other Resources:	
Operating Transfers In	385,000.00
TOTAL REVENUE	\$ 166,723,906.00

**TYLER INDEPENDENT SCHOOL DISTRICT
GENERAL OPERATING FUND
ADOPTED EXPENDITURE BUDGET
2020-2021**

	2020-2021 ADOPTED BUDGET
Total Function 11 - Instruction	<u>\$ 100,830,177.46</u>
Total Function 12 - Instructional Resources and Media Services	2,256,776.85
Total Function 13 - Curriculum and Instructional Staff Development	4,350,381.48
Total Function 21 - Instructional Development	2,151,289.89
Total Function 23 - School Administration	8,503,427.87
Total Function 31 - Guidance, Counseling & Evaluation Services	5,260,922.34
Total Function 32 - Social Work Services	260,163.99
Total Function 33 - Health Services	2,310,165.00
Total Function 34 - Student (Pupil Transportation)	5,155,969.32
Total Function 36 - Cocurricular/ Extracurricular Activities	5,124,701.32
Total Function 41 - General Administration	3,938,847.60
Total Function 51 - Plant Maintenance and Operations	14,885,228.75
Total Function 52 - Security and Monitoring Services	2,772,421.19
Total Function 53 - Data Processing Services	3,770,228.62
Total Function 61 - Community Service	66,641.32
Total Function 93 - Shared Svc Arrangement	500,000.00
Total Function 99 - Intergovernmental Charges	1,895,595.00
Transfer to Preventive Maintenance Account	2,690,968.00
 TOTAL EXPENDITURES-GENERAL OPERATING FUND	 <u><u>\$ 166,723,906.00</u></u>

**TYLER INDEPENDENT SCHOOL DISTRICT
FOOD SERVICE FUND
ADOPTED REVENUE & EXPENDITURE BUDGET
2020-2021**

<u>REVENUE:</u>	<u>2020-2021 ADOPTED BUDGET</u>
Meals and Other Miscellaneous	\$ 800,000.00
Interest Income	25,000.00
TOTAL LOCAL REVENUE	<u>825,000.00</u>
State Revenue from TEA	50,000.00
TOTAL STATE REVENUE	<u>50,000.00</u>
School Breakfast Program	1,800,000.00
School Lunch Program	6,000,000.00
Cash in Lieu of Commodities	750,000.00
TOTAL FEDERAL REVENUE	<u>8,550,000.00</u>
 TOTAL REVENUE	 <u><u>\$ 9,425,000.00</u></u>
 <u>EXPENDITURES:</u>	
Function 35 - Food Services	
Total Function 35	<u>8,685,000.00</u>
 Function 51-Plant Maintenance & Operations	
Total Function 51	<u>410,000.00</u>
 Function 52-Security & Monitoring Services	
Total Function 52	<u>30,000.00</u>
 Other Use	
Transfer to General Operating Fund	<u>300,000.00</u>
 TOTAL EXPENDITURES	 <u><u>\$9,425,000.00</u></u>

**TYLER INDEPENDENT SCHOOL DISTRICT
BOND INTEREST AND SINKING FUND
ADOPTED REVENUE AND EXPENDITURE BUDGET
2020-2021**

<u>REVENUE:</u>	<u>2020-2021 ADOPTED BUDGET</u>
Tax Collections, Current	\$ 34,166,912.00
Tax Collections, Delinquent	375,000.00
Penalty and Interest	300,000.00
Earnings from Investments	125,000.00
Other State Revenue	466,015.00
TOTAL REVENUE	<u><u>\$ 35,432,927.00</u></u>
<u>EXPENDITURES:</u>	
Function 71 - Debt Service	
Principal Retirement	\$19,490,000.00
Interest Expense	15,514,485.00
Other Debt Service Fees	428,442.00
TOTAL EXPENDITURES	<u><u>\$35,432,927.00</u></u>

Subject: Adoption of the Tax Rate for 2020-2021

BACKGROUND INFORMATION

The Texas Education Code states that governing boards of each independent school district shall be authorized to levy, and cause to be assessed and collected, annual ad valorem taxes for the further maintenance of public free schools in the district.

On August 6, 2020, the Board set a proposed tax rate for the purpose of running the required public meeting budget and tax rate notices. The proposed tax rate for the public notice was \$1.3041 (\$.9591 M&O, \$.345 I&S). The date of the public hearing was also set for August 24, 2020.

On August 9, 2020, the “Notice of Public Meeting to Discuss Budget and Proposed Tax Rate” was published in the Tyler Morning Telegraph. This notice precisely followed the Comptroller’s rules under Truth in Taxation guidelines. The proposed budget for 2020-2021 was also posted on our website in the format required by TEA.

ADMINISTRATIVE CONSIDERATION

The tax rate of \$1.3041 is the rate necessary to fund the District’s General Operating and Debt Service Fund Budgets for 2020-2021.

ADMINISTRATIVE RECOMMENDATION

That the Board of Trustees approve the attached resolution adopting a tax rate of \$1.3041 (\$.9591 M&O, \$.345 I&S).

ACTION REQUIRED

Approve that the property tax rate be increased by the adoption of a tax rate of \$1.3041, which is effectively an increase of .9 percent in which the tax rate exceeds the no new revenue tax rate. Adopt a tax rate for 2020 by resolution (attached). The tax rate must be adopted by record vote.

CONTACT PERSONS

Marty Crawford, Ed.D.
Tosha Bjork

08-24-20

RESOLUTION - TAX RATE 2020

A RESOLUTION ADOPTING THE TAX RATE FOR THE TYLER INDEPENDENT SCHOOL DISTRICT, SMITH COUNTY, TEXAS FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF SEPTEMBER, 2020 AND ENDING ON THE 31ST DAY OF AUGUST, 2021.

WHEREAS, it was necessary to set and adopt a tax rate in order to allow the Tyler Independent School District to carry out its corporate purposes, objectives, maintenance, and operation for the fiscal year commencing on the 1st day of September, 2020 and ending on the 31st day of August, 2021, and;

WHEREAS, the governing body announced the date, time, and place of the meeting at which it would vote on the proposed tax rate for the Tyler Independent School District, in accordance with the law, after all requirements for consideration and adoption of a tax rate had been set; the Board of Trustees did hold such meeting to vote on the tax rate, and;

WHEREAS, the Board of Trustees of the Tyler Independent School District did on the 24th day of August, 2020, then and there adopt the M&O tax rate of \$.9591 and the I&S tax rate of \$0.345 for a total tax rate of \$1.3041 by record vote of _____ ayes and _____ nays. The rates in this paragraph contain a maintenance and operations tax rate calculated with an additional rate of \$.05 per \$100 of taxable value added to the District's maximum compressed rate, pursuant to Tax Code 26.08(n).

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY .9 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$8.35.

WHEREAS, it was, and is in the public interest and welfare to adopt such tax rate for the purpose of carrying out the corporate purposes, objectives, maintenance, and operation of the Tyler Independent School District,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TYLER INDEPENDENT SCHOOL DISTRICT, SMITH COUNTY, TEXAS, THAT THE TAX RATE FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF SEPTEMBER, 2020 AND ENDING ON THE 31ST DAY OF AUGUST, 2021 SHALL BE AND IS AN M&O TAX RATE OF \$.9591 AND AN I&S TAX RATE OF \$0.345 FOR A TOTAL RATE OF \$1.3041.

Dated this 24th day of August 2020.

BY:

ATTEST:

Board President

Board Secretary

Subject: 2019-2020 Final 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

A final amended 2019-2020 budget for the general, food service and debt service funds has been prepared, and a copy is included in the agenda.

ADMINISTRATIVE RECOMMENDATION

That the Board approves the 2019-2020 final amended budgets for the general, food service and debt service funds as presented in the agenda.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

08-24-20

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

	<u>CURRENT BUDGET</u>	<u>FINAL AMENDED BUDGET</u>
Taxes		
Current Year Levy	\$ 90,927,324.00	\$ 91,427,324.00
Prior Year Collections	1,000,000.00	900,000.00
Penalties and Interest	1,125,000.00	1,181,000.00
Total Taxes	<u>93,052,324.00</u>	<u>93,508,324.00</u>
Services Rendered to Other School Districts	2,500.00	-
Tuition and fees	200,000.00	200,000.00
Earnings from Temporary Investments	1,120,000.00	1,013,000.00
Rent	58,000.00	67,500.00
Miscellaneous Local Revenue	12,500.00	12,500.00
Athletic Activity	215,000.00	205,000.00
Other Enterprising Activities	5,000.00	5,000.00
Total Local Revenue	<u>94,665,324.00</u>	<u>95,011,324.00</u>
Foundation and Per Capita Apportionment	58,821,937.00	54,821,937.00
TRS On-behalf Benefits	7,775,000.00	8,595,076.00
Other State Revenue	-	169,249.23
Total State Revenue	<u>66,596,937.00</u>	<u>63,586,262.23</u>
Federal Revenue	3,395,981.64	3,479,981.64
Proceeds from Sale of Real and Personal Property	126,359.33	146,890.13
Transfers from Other Funds & Other Sources	385,000.00	385,000.00
TOTAL REVENUE	<u><u>\$ 165,169,601.97</u></u>	<u><u>\$ 162,609,458.00</u></u>

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

	ORIGINAL BUDGET	CURRENT BUDGET	FINAL AMENDED BUDGET	CHANGE ORIGINAL BUDGET	CHANGE CURRENT BUDGET
	\$ 95,295,185.33	\$ 94,987,345.17	\$ 92,887,699.37	\$ (2,407,485.96)	\$ (2,099,645.80)
Total Function 11 - Instruction					
Total Function 12 - Instructional Resources and Media Services	2,973,987.01	2,939,434.94	2,714,715.12	(259,271.89)	(224,719.82)
Total Function 13 - Curriculum and Instructional Staff Development	5,196,960.20	5,657,138.52	5,316,627.19	119,666.99	(340,511.33)
Total Function 21 - Instructional Development	2,653,247.91	2,638,976.60	2,652,201.03	(1,046.88)	13,224.43
Total Function 23 - School Administration	9,748,833.53	9,845,410.69	9,495,496.23	(253,337.30)	(349,914.46)
Total Function 31 - Guidance, Counselling & Evaluation Services	5,044,843.88	4,996,096.76	5,201,635.59	156,791.71	205,538.83
Total Function 32 - Social Work Services	239,358.99	245,607.90	259,757.96	20,398.97	14,150.06
Total Function 33 - Health Services	2,246,853.24	2,301,641.71	2,417,710.14	170,866.90	116,068.43
Total Function 34 - Student (Pupil Transportation)	5,191,946.32	5,166,480.96	5,171,596.43	(20,349.89)	5,115.47
Total Function 36 - Cocurricular/ Extracurricular Activities	4,880,138.31	5,379,482.12	5,569,814.17	689,675.86	190,332.05
Total Function 41 - General Administration	4,146,558.60	4,313,259.07	4,322,174.01	175,615.41	8,914.94
Total Function 51 - Plant Maintenance and Operations	14,419,952.89	14,616,661.03	14,608,550.45	188,597.56	(8,110.58)
Total Function 52 - Security and Monitoring Services	2,437,643.95	2,624,077.28	2,541,461.66	103,817.71	(82,615.62)
Total Function 53 - Data Processing Services	3,634,037.77	3,570,638.26	3,309,119.67	(324,918.10)	(261,518.59)
Total Function 61 - Community Service	91,302.50	117,880.86	121,572.85	30,270.35	3,691.99
Total Function 81 - Building and Construction		4,470,189.67	4,805,188.67	4,805,188.67	335,000.00
Total Function 93 - Shared Svc Arrangement	500,452.57	310,785.26	310,785.26	(189,667.31)	
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	\$ 163,163,061.00	\$ 168,643,114.30	\$ 166,168,114.30	\$ 3,005,053.30	\$ (2,475,000.00)

**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	
Reduction in ending salary estimates	(2,475,000.00)	(2,475,000.00)
	<u>3,005,053.30</u>	<u>(2,475,000.00)</u>

**TYLER INDEPENDENT SCHOOL DISTRICT
FOOD SERVICE FUND
FINAL AMENDED REVENUE & EXPENDITURE BUDGET
2019-2020**

<u>REVENUE:</u>	<u>CURRENT BUDGET</u>	<u>FINAL AMENDED BUDGET</u>
Meals and Other Miscellaneous	\$ 900,000.00	\$ 670,000.00
Interest Income	100,000.00	52,600.00
TOTAL LOCAL REVENUE	<u>1,000,000.00</u>	<u>722,600.00</u>
State Revenue from TEA	54,000.00	50,840.00
TOTAL STATE REVENUE	<u>54,000.00</u>	<u>50,840.00</u>
School Breakfast Program	1,880,000.00	1,455,000.00
School Lunch Program	6,300,000.00	5,212,000.00
Cash in Lieu of Commodities	690,000.00	766,452.00
TOTAL FEDERAL REVENUE	<u>8,870,000.00</u>	<u>7,433,452.00</u>
 TOTAL REVENUE	 <u><u>\$ 9,924,000.00</u></u>	 <u><u>\$ 8,206,892.00</u></u>
 <u>EXPENDITURES:</u>		
Function 35 - Food Services		
Total Function 35	<u>9,184,000.00</u>	<u>8,027,160.00</u>
Function 51-Plant Maintenance & Operations		
Total Function 51	<u>410,000.00</u>	<u>405,200.00</u>
Function 52- Security & Monitoring		
Total Function 52	<u>30,000.00</u>	<u>30,000.00</u>
Function 81- Building & Construction		
Total Function 81	<u>1,475,000.00</u>	<u>1,475,000.00</u>
Other Use		
Transfer to General Operating Fund	300,000.00	300,000.00
 TOTAL EXPENDITURES	 <u><u>\$11,399,000.00</u></u>	 <u><u>\$10,237,360.00</u></u>

**TYLER INDEPENDENT SCHOOL DISTRICT
BOND INTEREST AND SINKING FUND
FINAL AMENDED REVENUE AND EXPENDITURE BUDGET
2019-2020**

<u>REVENUE:</u>	<u>CURRENT BUDGET</u>	<u>FINAL AMENDED BUDGET</u>
Tax Collections, Current	\$ 34,394,947.00	\$ 34,439,947.00
Tax Collections, Delinquent	375,000.00	302,000.00
Penalty and Interest	315,000.00	315,000.00
Earnings from Investments	440,000.00	235,072.00
Other State Revenue	540,000.00	481,559.00
Proceeds from Bond Refunding		123,125,000.00
Premium on Bond Refunding		15,109,551.00
TOTAL REVENUE	<u><u>\$ 36,064,947.00</u></u>	<u><u>\$ 174,008,129.00</u></u>
 <u>EXPENDITURES:</u>		
Function 71 - Debt Service		
Principal Retirement	\$19,530,000.00	\$19,530,000.00
Interest Expense	18,951,031.00	18,750,457.00
Other Debt Service Fees	25,000.00	1,193,830.00
Deposit to Escrow Account Refunding		137,062,758.00
TOTAL EXPENDITURES	<u><u>\$38,506,031.00</u></u>	<u><u>\$176,537,045.00</u></u>

Subject: Consider Approval of Resolution to Commit Fund Balance of the General Fund and the Preventive Maintenance Fund

BACKGROUND INFORMATION

The Governmental Accounting Standards Board (GASB) issued Statement No. 54 in February, 2009, to take effect for financial statements for periods beginning after June 15, 2010. The objective of this Statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions.

ADMINISTRATIVE CONSIDERATION

In order to comply with GASB Statement No. 54, the Board must approve a resolution for any existing commitments of fund balance prior to year-end at August 31, 2020. The attached resolution approves the existing commitments of the preventive maintenance fund and the performance incentive and compensation fund.

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board approve this resolution committing portions of the fund balance of the general fund and the preventive maintenance fund.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

08-24-20

RESOLUTION

FUND BALANCE COMMITMENTS

IT IS HEREBY RESOLVED, ordered, and directed that the Tyler Independent School District commit the following portions of its August 31, 2020 General Fund and Preventive Maintenance Fund unassigned fund balance.

BE IT RESOLVED that the balance existing in the Preventive Maintenance Fund as of August 31, 2020 be committed for future preventive maintenance expenditures.

BE IT RESOLVED that the balance of \$1,000,000 be committed for the maintenance of the employee performance incentive and compensation plan.

PASSED AND APPROVED by a majority vote of the Board of Trustees of the Tyler Independent School District on the 24th day of August, 2020.

R. Wade Washmon
President, Board of Trustees
Tyler Independent School District

ATTEST:

Gina Orr, Board Secretary

Subject: Resolutions for Sale of Property for Delinquent Taxes

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATION

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

ADMINISTRATIVE RECOMMENDATION

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

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

08-24-20

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

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

WHEREAS, potential buyers of property described in Exhibit "A" referenced in **Cause No. 22,235-B TYLER INDEPENDENT SCHOOL DISTRICT vs. CARL.W. GRAYSON, ET AL**

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE

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

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

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

Resolved this the _____ day of _____, _____

President, Board of Trustees

Attest:

Secretary

22,235-B

EXHIBIT "A"

BID ANALYSIS

Cause #:	22,235-B	Account #:	1-50000-0139-00-014000
Previous Owner:	CARL W. GRAYSON, ET AL	Judgment Value:	\$16,055.00
Bid Amount:	\$5,010.00	Date of Sale:	September 6, 2011
Bidders Name:	RSB Land Mark Properties LLC	Date Bid Submitted:	June 30, 2020
		Sale Recording Date:	September 16, 2011
Bidders Address:	502 Woodland Hills Dr. Tyler, TX 75701	Redemption Expires:	March 16, 2014

PROPERTY DESCRIPTION

LOT 14, BLOCK 139, WIMBERLY DOUGLAS AND PHILLIPS ADDITION, DEED RECORDED IN VOLUME 679, PAGE 42, SMITH COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 525 N. Clayton

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	1997-2010	\$5,737.25
SMITH COUNTY, CITY OF TYLER AND TJC	1997-2010	\$2,643.96
	TOTAL	\$8,381.21

COSTS

Court Costs	\$1,025.00	(Payable to District Clerk)
Sheriff's Fees	\$170.00	(Payable to Smith County Sheriff)
Publication Fee	\$66.26	(Payable to Perdue Brandon Law Firm)
Title Research	\$175.00	(Payable to Perdue Brandon Law Firm)
Deed Recording Fee	\$62.00	(Payable to Smith County Clerk)
TOTAL	\$1,498.26	

PROPOSED DISTRIBUTION

Bid Amount	\$5,010.00
Costs	\$1,498.26
Net to Distribute	\$3,511.74

Entity	Percentage	Amount to Disburse
TYLER ISD	.68	\$2,387.98
SMITH COUNTY, CITY OF TYLER AND TJC	.32	\$1,123.76
	TOTAL	\$3,511.74

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

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

WHEREAS, potential buyers of property described in Exhibit "A" referenced in Cause No. 22,290-B TYLER INDEPENDENT SCHOOL DISTRICT vs. JOHN DIXON, ET AL

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE

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

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

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

Resolved this the _____ day of _____, _____

President, Board of Trustees

Attest:

Secretary

22,290-B

EXHIBIT "A"
BID ANALYSIS

Cause #:	22,290-B	Account #:	1-50000-0502-18-007000
Previous Owner:	JOHN DIXON, ET AL	Judgment Value:	\$6,000.00
Bid Amount:	\$3,000.00	Date of Sale:	December 7, 2010
Bidders Name:	RSB Land Mark Properties LLC	Date Bid Submitted:	June 30, 2020
		Sale Recording Date:	December 28, 2010
Bidders Address:	502 Woodland Hills Dr. Tyler, TX 75701	Redemption Expires:	June 28, 2011

PROPERTY DESCRIPTION

2.00 ACRES, MORE OR LESS, SOUTHEAST CORNER OF THE HEZEKIAH GEORGE SURVEY NO. 268, DEED RECORDED IN VOLUME 522, PAGE 25, SMITH COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 3226 Commonwealth Dr.

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	1988-2009	\$4,808.44
SMITH COUNTY, CITY OF TYLER AND TJC	1988-2009	\$2,852.84
	TOTAL	\$7,661.28

COSTS

Court Costs	\$625.00	(Payable to District Clerk)
Sheriff's Fees	\$170.00	(Payable to Smith County Sheriff)
Publication Fee	\$64.61	(Payable to Perdue Brandon Law Firm)
Title Research	\$175.00	(Payable to Perdue Brandon Law Firm)
Deed Recording Fee	\$62.00	(Payable to Smith County Clerk)
TOTAL	\$1,096.61	

PROPOSED DISTRIBUTION

Bid Amount	\$3,000.00
Costs	\$1,096.61
Net to Distribute	\$1,903.39

Entity	Percentage	Amount to Disburse
TYLER ISD	.63	\$1,199.14
SMITH COUNTY, CITY OF TYLER AND TJC	.37	\$704.25
	TOTAL	\$1,903.39

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

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

WHEREAS, potential buyers of property described in Exhibit "A" referenced in **Cause No. 22,373-C TYLER INDEPENDENT SCHOOL DISTRICT vs. FINIS HENRY, LEO HENRY AND GLENDA WINSTON**

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE

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

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

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

Resolved this the _____ day of _____, _____

President, Board of Trustees

Attest:

Secretary

22,373-C

EXHIBIT "A"
BID ANALYSIS

Cause #:	22,373-C	Account #:	1-50000-0759-00-218000
Previous Owner:	FNIS HENRY, LEO HENRY AND GLENDA WINSTON	Judgment Value:	\$23,990.00
Bid Amount:	\$5,485.00	Date of Sale:	August 3, 2010
Bidders Name:	RSB Land Mark Properties LLC	Date Bid Submitted:	June 30, 2020
		Sale Recording Date:	August 24, 2010
Bidders Address:	502 Woodland Hills Dr. Tyler, TX 75701	Redemption Expires:	February 24, 2011

PROPERTY DESCRIPTION

LOT 218, 219, 220, 221, BLOCK 759, COLLEGE PARK ADDITION, PART OF THE F. D. BODENHEIMER SURVEY NO. 501 DEED RECORDED IN VOLUME 281, PAGE 145, SMITH COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 1306 W. 30th Street

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	2001-2009	\$6,909.56
SMITH COUNTY, CITY OF TYLER AND TJC	2001-2009	\$3,018.63
	TOTAL	\$9,928.19

COSTS

Court Costs	\$467.00	(Payable to District Clerk)
Sheriff's Fees	\$170.00	(Payable to Smith County Sheriff)
Publication Fee	\$67.20	(Payable to Perdue Brandon Law Firm)
Title Research	\$175.00	(Payable to Perdue Brandon Law Firm)
Deed Recording Fee	\$62.00	(Payable to Smith County Clerk)
TOTAL	\$ 941.20	

PROPOSED DISTRIBUTION

Bid Amount	\$5,485.00
Costs	\$941.20
Net to Distribute	\$4,543.80

Entity	Percentage	Amount to Disburse
TYLER ISD	.70	\$3,180.66
SMITH COUNTY, CITY OF TYLER AND TJC	.30	\$1,363.14
	TOTAL	\$4,543.80

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

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

WHEREAS, potential buyers of property described in Exhibit "A" referenced in **Cause No. 23,224-C TYLER INDEPENDENT SCHOOL DISTRICT vs. C. E. ERWIN, DECEASED, ET AL**

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE

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

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

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

Resolved this the _____ **day of** _____, _____

President, Board of Trustees

Attest:

Secretary

23,224-C

EXHIBIT "A"
BID ANALYSIS

Cause #:	23,224-C	Account #:	1-50000-0670-02-009000
Previous Owner:	C. E. ERWIN, DECEASED, ET AL	Judgment Value:	\$9,600.00
Bid Amount:	\$4,735.00	Date of Sale:	September 3, 2013
Bidders Name:	RSB Land Mark Properties LLC	Date Bid Submitted:	June 30, 2020
		Sale Recording Date:	September 19, 2013
Bidders Address:	502 Woodland Hills Dr. Tyler, TX 75701	Redemption Expires:	March 19, 2014

PROPERTY DESCRIPTION

LOT 9, BLOCK 670-B, MCULLAR GARDENS SUBDIVISION, CITY OF TYLER, DEED RECORDED IN VOLUME 2344, PAGE 647, SMITH COUNTY, TEXAS

PROPERTY SITUS OR LOCATION: 1806 W. Mims St.

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	1991-2012	\$5,329.93
SMITH COUNTY, CITY OF TYLER AND TJC	1991-2012	\$2,708.06
	TOTAL	\$8,037.99

COSTS

Court Costs	\$823.00	(Payable to District Clerk)
Sheriff's Fees	\$170.00	(Payable to Smith County Sheriff)
Publication Fee	\$51.77	(Payable to Perdue Brandon Law Firm)
Title Research	\$200.00	(Payable to Perdue Brandon Law Firm)
Deed Recording Fee	\$62.00	(Payable to Smith County Clerk)
TOTAL	\$1,306.77	

PROPOSED DISTRIBUTION

Bid Amount	\$4,735.00
Costs	\$1,306.77
Net to Distribute	\$3,428.23

Entity	Percentage	Amount to Disburse
TYLER ISD	.66	\$2,262.63
SMITH COUNTY, CITY OF TYLER AND TJC	.34	\$1,165.60
TOTAL		\$3,428.23

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

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

WHEREAS, potential buyers of property described in Exhibit "A" referenced in **Cause No. 24,098-A TYLER INDEPENDENT SCHOOL DISTRICT vs. ROYSCE MARTIN aka ROYCE MARTIN, ET AL**

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE

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

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

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

Resolved this the _____ day of _____, _____

President, Board of Trustees

Attest:

Secretary

24,098-A

EXHIBIT "A"
BID ANALYSIS

Cause #:	24,098-A	Account #:	1-50000-0405-00-020000
Previous Owner:	ROYSCE MARTIN, aka ROYCE MARTIN, ET AL	Judgment Value:	\$1,640.00
Bid Amount:	\$2,000.00	Date of Sale:	March 1, 2016
Bidders Name:	MICHAEL DIAZ	Date Bid Submitted:	June 22, 2020
		Sale Recording Date:	March 29, 2016
Bidders Address:	764 W. Dixie Lane Tyler, Texas 75706	Redemption Expires:	September 29, 2016

PROPERTY DESCRIPTION

THE WEST 1/3 OF LOTS 9 AND 10, AKA LOT 20, BLOCK 405 IN THE CITY OF TYLER, DEED RECORDED IN VOLUME 498, PAGE 154, DEED RECORDS OF SMITH COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 1005 Trezevant St.

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	1992-2014	\$1,475.12
SMITH COUNTY, CITY OF TYLER AND TJC	1992-2014	\$780.66
	TOTAL	\$2,255.78

COSTS

Court Costs	\$713.00	(Payable to District Clerk)
Sheriff's Fees	\$170.00	(Payable to Smith County Sheriff)
Publication Fee	\$92.68	(Payable to Perdue Brandon Law Firm)
Title Research	\$200.00	(Payable to Perdue Brandon Law Firm)
Deed Recording Fee	\$62.00	(Payable to Smith County Clerk)
TOTAL	\$1,237.68	

PROPOSED DISTRIBUTION

Bid Amount	\$2,000.00
Costs	\$1,237.68
Net to Distribute	\$762.32

Entity	Percentage	Amount to Disburse
TYLER ISD	.65	\$495.51
SMITH COUNTY, CITY OF TYLER AND TJC	.35	\$266.81
	TOTAL	\$ 762.32

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

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

WHEREAS, potential buyers of property described in Exhibit "A" referenced in **Cause No. 25,303-C TYLER INDEPENDENT SCHOOL DISTRICT vs. NARCISO CRUZ, ET AL**

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

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

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

NOW THEREFORE BE IT RESOLVED BY THE

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

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

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

Resolved this the _____ day of _____, _____

President, Board of Trustees

Attest:

Secretary

25,303-C

EXHIBIT "A"
BID ANALYSIS

Cause #:	25,303-C	Account #:	1-00000-1074-00-022060
Previous Owner:	NARCISO CRUZ, ET AL	Judgment Value:	26,533.00
Bid Amount:	\$3,800.56	Date of Sale:	June 4, 2019
Bidders Name:	RSB Land Mark Properties LLC	Date Bid Submitted:	June 30, 2020
		Sale Recording Date:	June 19, 2019
Bidders Address:	502 Woodland Hills Dr. Tyler, TX 75701	Redemption Expires:	December 19, 2019

PROPERTY DESCRIPTION

0.355 ACRES, MORE OR LESS, THOMAS WILSON SURVEY, DEED RECORDED IN VOLUME 3826, PAGE 449, SMITH COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: 9067 CR 427

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	2012-2018	\$3,909.76
SMITH COUNTY, SCE SD #2 AND TJC	2012-2018	\$1,680.08
TOTAL		\$5,589.84

COSTS

Court Costs	\$1,112.00	(Payable to District Clerk)
Sheriff's Fees	\$215.00	(Payable to Smith County Sheriff)
Publication Fee	\$62.33	(Payable to Perdue Brandon Law Firm)
Title Research	\$250.00	(Payable to Perdue Brandon Law Firm)
Deed Recording Fee	\$54.00	(Payable to Smith County Clerk)
TOTAL	\$1,693.33	

PROPOSED DISTRIBUTION

Bid Amount	\$3,800.56
Costs	\$1,693.33
Net to Distribute	\$2,107.23

Entity	Percentage	Amount to Disburse
TYLER ISD	.70	\$1,475.06
SMITH COUNTY, SCE SD #2 AND TJC	.30	\$632.17
TOTAL		\$2,107.23

Subject: Resolution Authorizing Self-Funded Insurance Plan

BACKGROUND INFORMATION

Section 22.004 of the Education Code requires school boards to approve a resolution that authorizes a self-funded insurance plan for its employees. The resolution will be sent to the Teacher Retirement System of Texas in a report that verifies the district's compliance with this subsection of the education code. In addition to the resolution, the report will include the schedule of benefits; the premium sheet, including the amount paid by the district and employee; and number of employees covered by each health plan offered by the district.

ADMINISTRATION RECOMMENDATION

The administration recommends that the district approve the attached resolution authorizing the self-insurance plans for the district employees and confirming the district's ability to cover the liability assumed by the plans.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Sandra Petrick

08-24-20

RESOLUTION

WHEREAS, the Tyler Independent School District wishes to provide a self-insurance plan for the provision of medical, hospital, and other health services available to its employees;

WHEREAS, the district has entered into an agreement with a preferred provider physician and hospital network;

WHEREAS, the district agrees to an open enrollment period beginning on September 1, 2020 for coverage to be effective October 1, 2020 to encourage its employees to join one of the self-insured plans: therefore, be it

RESOLVED that the Board of Trustees has reviewed the district's ability to cover the assumed liability; and be it

RESOLVED FURTHER that the district will provide a copy of this resolution to the executive director of the Teacher Retirement System of Texas as required by Section 22.004 of the Texas Education code.

R. Wade Washmon, President
Tyler ISD Board of Trustees

Date

Subject: Tyler ISD Medical Benefit Plan - Plan Document and Benefit Changes for Plan Year 2020-2021

BACKGROUND INFORMATION

The Tyler ISD Medical Benefit Plan Document is reviewed each year to see if changes are necessary due to plan performance, regulatory reform, clarification and changes in benefits. WebTPA, third party administrator, reviews and prepares the plan document to be in compliance with all regulations.

ADMINISTRATIVE CONSIDERATION

Administration and the Insurance Committee have reviewed benefit changes as well as other factors that might impact the upcoming Plan Year 2020-2021. The recommendation is to make the following changes to the Plan:

- Reduce PCP office visit copay from \$40 to \$25.
- Freestanding ER - \$500 copay – non-emergent services not covered (includes free standing and out-of-network).
- If no employee wellness visit during plan year, \$100 surcharge to employee
- Discontinue employer paid Telehealth due to low usage. Employee still has option to elect benefit at their cost.
- Certain generic chronic illness medications copay lowered to no cost for retail and mail-in prescriptions.
- Cigna Life Assistance Program replaces Deer Oaks Employee Assistance Program at no cost to district or employee.
- Hospital Indemnity Program Plan added to supplemental benefit option.

ADMINISTRATIVE RECOMMENDATION

Board approve the changes for the Tyler ISD Medical Plan Document for Plans A, B and HD for the plan year of 2020-2021.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Sandra Petrick

08-24-20

Benefit	Plan A	Plan B	HD Plan
	Calendar Year Deductible "CYD"	Calendar Year Deductible "CYD"	Plan Year Deductible "PYD"
In Network	\$190 Individual/\$570 Family	\$850 Individual/\$2,550 Family	\$2,900 Individual/\$5,800 Family
Out Of Network	\$380 Individual/\$1,140 Family	\$1,700 Individual/\$5,100 Family	\$5,800 Individual/\$11,600 Family
Max Out of Pocket			
In Network	\$1,590 Individual/\$4,770 Family	\$2,800 Individual/\$8,350 Family	\$6,900 Individual/\$13,800 Family
Out Of Network	Unlimited Individual/Family	Unlimited Individual/Family	Unlimited Individual/Family
Inpatient Hospital Services			
In Network	You pay 15% Plan pays 85% after CYD	You pay 25% Plan pays 75% after CYD	You pay 20% Plan pays 80% after PYD
Out Of Network	\$1,200/Confinement Ded, then plan pays 55% after CYD	\$1,200/Confinement Ded, then plan pays 50% after CYD	\$1,200/Confinement Ded, then plan pays 50% after PYD
Outpatient Hospital Services			
In Network	You pay 15% Plan pays 85% after CYD	You pay 25% Plan pays 75% after CYD	You pay 20% Plan pays 80% after PYD
Out Of Network	You pay 45% Plan pays 55% after CYD	You pay 50% Plan pays 50% after CYD	You pay 50% Plan pays 50% after PYD
Emergency Care: Non-emergent services at out of Network facilities will NOT be covered by the Plan			
FREESTANDING ER	\$500 Copay for Emergency Non-emergent services NOT covered	\$500 Copay for Emergency Non-emergent services NOT covered	\$500 Copay for Emergency Non-emergent services NOT covered
In Network	You pay 15% Plan pays 85% after CYD	\$120 Co-Pay Waived if Admitted	You pay 20% Plan pays 80% after PYD
Out Of Network	You pay 45% Plan pays 55% after CYD Non-emergent services NOT covered	You pay 50% Plan pays 50% after CYD Non-emergent services NOT covered	You pay 50% Plan pays 50% after PYD Non-emergent services NOT covered
Physician Office Visit: All employees enrolled must have a Wellness Visit or a surcharge will apply.			
In Network	You pay 20% Plan pays 80% after CYD	\$25 PCP Copay \$40 Specialist Copay	You pay 20% Plan pays 80% after PYD
Out Of Network	You pay 35% Plan pays 65% after CYD	You pay 40% Plan pays 60% after CYD	You pay 40% Plan pays 60% after PYD
Routine Preventive Care	100% of allowable charges - In Network Only		
Retail Drugs - 30 day supply			
Generic	\$19 Co-Pay/\$0 for certain generics		You pay 20% Plan pays 80% after PYD
Brand with no Generic available	You pay 30% _ Plan pays 70% - \$175 max		You pay 20% Plan pays 80% after PYD
Brand with Generic Available	You pay 50% _ Plan pays 50%		You pay 50% Plan pays 50% after PYD
Therapeutic Alternative Tier	You pay 40% _ Plan pays 60% - \$200 max		You pay 40% Plan pays 60% after PYD \$205 max out of pocket
Specialty Drug	You pay 30% _ Plan pays 70% - \$175 max One fill allowed then mandatory mail order		You pay 20% Plan pays 80% after PYD One fill allowed then mandatory mail order
Mail Order 90 day supply			
Generic	\$7 Co-Pay/\$0 for certain generics		You pay 20% Plan pays 80% after PYD
Brand with no Generic available	You pay 25% _ Plan pays 75% - \$350 max		You pay 20% Plan pays 80% after PYD
Brand with Generic Available	You pay 40% _ Plan pays 60%		You pay 40% Plan pays 60% after PYD
Therapeutic Alternative Tier	You pay 35% _ Plan pays 65% - \$385 max		You pay 35% Plan pays 65% after PYD \$385 max out of pocket
Specialty Drug	You pay 25% _ Plan pays 75% - \$350 max		You pay 20% Plan pays 80% after PYD
Payroll Deductions	Plan A	Plan B	HD Plan
Employee Only	\$347.00	\$212.00	\$104.00
Employee and Child(ren)	\$613.00	\$416.00	\$327.00
Employee and Spouse	\$762.00	\$517.00	\$451.00
2 Employee and Spouse*	\$537.00	\$292.00	\$226.00
Employee and Family	\$1,049.00	\$735.00	\$647.00
2 Employee and Family	\$824.00	\$510.00	\$422.00

* Refer to the Plan Document for additional information.

*In-Network only

Revised 07/01/2020

Subject: Tyler ISD Medical Benefit Plan - Stop Loss Insurance for 2020-2021

BACKGROUND INFORMATION

The Tyler ISD Medical Benefit Plan is self-funded and currently covers approximately 3,190 Tyler ISD employees and their dependents. The Plan purchases stop-loss insurance to protect against catastrophic losses in two ways. The first way is when an individual member has processed claims that total more than \$175,000. Allowable costs for medical claims exceeding \$175,000 are reimbursed to the medical plan. The second protection against catastrophic loss is when the total of all allowable claims for the entire medical plan for all participants, exceed a specific amount called the aggregate stop-loss, also called the attachment point. The attachment point for the current year is approximately \$17,529,077. When the allowable claims reach the attachment point, the excess allowable claims over this amount is reimbursed to the medical plan. Current annual premium cost for both specific and aggregate stop-loss coverage is approximately \$928,867.

ADMINISTRATIVE CONSIDERATION

Financial Benefits Services (FBS) went to the reinsurance stop-loss market and received bids. The United States Fire Insurance Company quote (through Partners Managing General Underwriters) is comparable to the current premium, but will vary slightly as it is based on the number of employees on the plan in any one month. United States Fire Insurance Company has increased the aggregate attachment point to approximately \$19,567,945 with an individual specific deductible of \$200,000 for the upcoming plan year. Maintaining the current deductible of \$175,000 would have increased premiums approximately \$157,155. The individual fixed cost rates are similar to the prior year and result in an approximate \$28,705 increase in total monthly premiums when increasing specific loss to \$200,000. The quotes were reviewed by Tyler ISD's administrative staff, FBS, WebTPA and the Tyler ISD Insurance Committee.

ADMINISTRATIVE RECOMMENDATION

The Administration recommends the Board approve the quote from United States Fire Insurance Company to provide stop-loss insurance for the Tyler ISD Medical Benefit Plan for the plan year 2020-2021.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork

08-24-20

Subject: Adobe Creative Cloud Enterprise License Subscription

BACKGROUND INFORMATION

Tyler ISD has utilized the Adobe Creative Cloud Software Suite on all district teacher and staff computers since 2011. Most CTE and secondary classes also utilize the Adobe Creative Suite in their course work.

ADMINISTRATIVE CONSIDERATION

This recurring annual subscription requires every user to have their own login account and therefore requires a license for each user. The new subscription model also allows all employees and students to install a copy of Adobe Creative Cloud Suite on their home computers if they have a licensed account.

This annual subscription of Adobe Creative Cloud Software purchased from CDWG in the amount of \$56,755.64 will be paid from the General Fund. Contract- Pace Coop P00185

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the board approve the Adobe Creative Cloud Enterprise subscription from CDWG for \$56,755.64 for one year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Joseph Jacks

08-24-20

Subject: Cisco Email Security Subscription

BACKGROUND INFORMATION

Protecting the district email system from phishing attacks, viruses, ransomware and other forms of security breaches is increasingly important. Tyler ISD has used Cisco Ironport Email Security for email security and filtering for the last several years. Cisco Email Security is an industry leader in email threat mitigation.

ADMINISTRATIVE CONSIDERATION

This year Tyler ISD migrated all of its district email onto Microsoft365 in order to provide a more secure and more reliable email communication system. This system requires a different level of protection. Cisco Email Security is able to provide that protection to ensure the integrity of our district email.

This 3-year subscription for Cisco Email Security purchased from Pivot Technology Services Corp. in the amount of \$124,629.00 will be paid from the General Fund. Contract – DIR-TSO-4167

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the board approve the Cisco Email Security subscription from Pivot Technology Services Corp. for \$124,629.00 for 3 years.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Joseph Jacks

08-24-20

Subject: Content Keeper Web Filter Subscription

BACKGROUND INFORMATION

Tyler ISD has utilized Content Keeper to provide web filtering for the past several years. The Content Keeper allows the district to control and restrict the material that both staff and students are allowed to access on our network. We also provide mobile filtering on student devices when they are off of our network.

ADMINISTRATIVE CONSIDERATION

This year Tyler ISD is providing all students and most staff with a mobile device that requires filtering. This is a large increase in the number of licenses needed for our annual subscription.

This 3-year subscription for Content Keeper purchased from CDWG in the amount of \$123,104.61 will be paid from the General Fund. Contract – ESC 7 CMPH1920

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the board approve the Content Keeper Web Filter Subscription from CDWG for \$123,104.61 for 3 years.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Joseph Jacks

08-24-20

Subject: CrowdStrike Antivirus Subscription

BACKGROUND INFORMATION

Tyler ISD uses Antivirus software to protect its computer systems from being attacked by viruses, malware and ransomware. The current 3-year subscription expires in September and the district must purchase a new subscription in order to keep the systems protected.

ADMINISTRATIVE CONSIDERATION

Multiple vendors were evaluated and ultimately CrowdStrike Antivirus was chosen because it offered the best protection for the district's environment and is one of the industry leaders. There is also an increase in licenses needed since Tyler ISD will be providing a computing device to every student.

This 3-year subscription of CrowdStrike Antivirus purchased from CDWG in the amount of \$90,000.0 will be paid from the General Fund. Contract - Region 7 ESC Award CMPH1920

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the board approve the CrowdStrike Antivirus subscription from CDWG for \$90,000.00 for 3 years.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Joseph Jacks

08-24-20

Subject: Impero Education Pro License Subscription

BACKGROUND INFORMATION

Impero software allows teachers to monitor, control and share directly to the screens of their students. In the past, Impero was only used in computer labs; however, now that all students will have a Chromebook there is a need to increase licenses to cover every student device.

ADMINISTRATIVE CONSIDERATION

This subscription license requires that every student device be licensed and therefore, the district has increased the number of licenses to cover all Chromebook and campus computer labs.

This annual subscription of Impero Software purchased from Impero Solutions Inc. in the amount of \$67,950.00 will be paid for by the General Fund. Contract – DIR-CPO-4465

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Education Pro License Subscription from Impero Solutions Inc. for \$67,950.00 for one year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Joseph Jacks

08-24-20

Subject: KnowBe4 Security Awareness Training

BACKGROUND INFORMATION

All Tyler ISD employees are required to take Cyber Security Awareness training each year in order to comply with state law. KnowBe4 Cyber Security Awareness Training is one of the state approved programs and has been used by Tyler ISD for the past several years.

ADMINISTRATIVE CONSIDERATION

KnowBe4 requires a subscription for every employee who uses the training modules including full time staff, substitutes and temporary employees. KnowBe4 offers a significant discount to TISD when purchasing a 3-year subscription rather than an annual renewal.

This 3-year subscription to KnowBe4 Cyber Security Awareness Training from Sentinel Cyber Intelligence in the amount of \$65,327.75 will be paid from the General Fund. Contract – TIPS-USA 200105

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Cyber Security Awareness Training subscription from Sentinel Cyber Intelligence for \$65,327.75 for three years.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Joseph Jacks

08-24-20

Subject: Microsoft Volume License Subscription

BACKGROUND INFORMATION

Tyler ISD utilizes Microsoft operating systems and software on all district computers and file servers. The volume license agreement (VLA) enables the district to supply the most current version of Microsoft products to students and staff.

ADMINISTRATIVE CONSIDERATION

The M365 EDU A3 license model focuses on public cloud services and allows the district to take advantage of online resources such as Office365 while maintaining the on-premise installations that the district currently utilizes.

This annual subscription to Microsoft VLA M365 EDU A3 from SHI Government Solutions in the amount of \$232,154.48 will be paid from the General Fund. Contract – DIR-TSO-4092

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the board approve the Microsoft Volume License Agreement M365 EDU A3 from SHI Government Solutions for \$232,154.48 for one year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Joseph Jacks

08-24-20

Subject: Additional T-TESS Teacher Appraisers

BACKGROUND INFORMATION

The Tyler Independent School District has adopted the Texas Teacher Evaluation and Support System (T-TESS) as its method of appraising teachers at all campuses.

ADMINISTRATIVE CONSIDERATION

Chapter 150 of 19 TAC requires that the local board approve the district appraisers.

The appraisers listed have completed all required appraiser training and are being submit to the Board for approval.

Backer, Lauren
Bowser, Jermone
Brooks, Valorie
Bush, Melanie
Crawford, Jennifer
Espitia, James
Gomez, Elizabeth

Harbour, Christopher
O'Neal, Allison
Reece, Kristopher
Scott, Lashun
Wallace, Rodney
Wimberley, Kathryn

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the additional appraisers as listed.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Ronald Jones
Sheri Barberee-Taylor

08-24-20

Subject: Memorandum of Understanding and Business Associate Agreement with The University of Texas Health Science Center at Tyler (UTHSCT) for the Mobile Pediatric Asthma Clinic

BACKGROUND INFORMATION

The UTHSCT Mobile Pediatric Asthma Clinic will travel to different schools diagnosing and treating children with asthma. UTHSCT and Tyler ISD intend to collaborate to maximize the services provided through the Mobile Clinic, and ensure that children who are in need of this service have the opportunity to access it.

ADMINISTRATIVE CONSIDERATION

UTHSCT Mobile Pediatric Asthma Clinic will go to campuses that have multiple students with asthma needs. If there is a student at another campus that needs assistance, the school nurse will give student's parent paperwork in which the parent can take the student to another location to visit the bus. Services are free of charge and they will follow up every 6 months with those students.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Memorandum of Understanding and Business Associate Agreement with The University of Texas Health Science Center at Tyler for the Mobile Pediatric Asthma Clinic for a term of three years ending August 31, 2023.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Ronald Jones
Rachel Barber

08-24-20

Subject: Approval of the Field/Clinical Teaching Experience Agreement with Fort Hays State University

BACKGROUND INFORMATION

Fort Hays State University 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 Fort Hays State University 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 Fort Hays State University for the 2020-2021 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Ronald Jones

08-24-20

Name of the University/Alternative Campus)

FIELD/CLINICAL TEACHING EXPERIENCE AGREEMENT between

TYLER ISD

And

(Name of the University/Alternative Campus)

The Field/Clinical Teaching Experience Agreement (the “agreement”) has been entered into as of 07/15/2020 the (“Effective Date”) and shall renew on the annual anniversary of the Effective date thereafter by and between the School of Education at Fort Hays State University 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;
- 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 for District 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: Fort Hays State University

School District: TYLER ISD

Signature:  _____

Signature: _____

Print Name: Michael Barnett

Print Name: _____

Title: VP for Admin & Finance

Title: _____

Date: 7/15/20

Date: _____

Approved as to Form
Fort Hays State University
General Counsel



Subject: Approval of the Field/Clinical Teaching Experience Agreement with Stephen F. Austin State University

BACKGROUND INFORMATION

Stephen F. Austin State University 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 Stephen F. Austin State University 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 Stephen F. Austin State University for the 2020-2021 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Ronald Jones

08-24-20

(Name of the University/Alternative Campus)

FIELD/CLINICAL TEACHING EXPERIENCE AGREEMENT between

TYLER ISD

And

(Name of the University/Alternative Campus)

The Field/Clinical Teaching Experience Agreement (the “agreement”) has been entered into as of 7/14/2020 the (“Effective Date”) and shall renew on the annual anniversary of the Effective date thereafter by and between the School of Education at Stephen F. Austin State University 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: Stephen F. Austin State University

School District: TYLER ISD

Signature: 

Signature: _____

Print Name: Dr. Christina Sinclair

Print Name: _____

Title: Associate Dean

Title: _____

Date: July 14, 2020

Date: _____

Subject: Approval of the Field/Clinical Teaching Experience Agreement with Grand Canyon University

BACKGROUND INFORMATION

Grand Canyon University 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 Grand Canyon University 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 with Grand Canyon University for the 2020-2021 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Ronald Jones

08-24-20

Student Teaching Affiliation Agreement Between GCU and _____

- PARTIES:** This agreement is entered into on this _____ day of _____ by and between Grand Canyon University (GCU) and _____ located at _____ . Hereafter referred to as the "District."
- PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
- TERM:** The term of this Agreement begins _____ and ends _____ .
- COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU's student teaching manual. Failure to complete the requirements will result in non-placement of students.
- COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a \$500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein _____ . Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
- CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
- INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
- ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
- NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:
University
Dr. Kimberly LaPrade
Dean, College of Education
Grand Canyon University
3300 W. Camelback Road
Phoenix, Arizona 85017
- MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
- TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

12. **PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
13. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).
14. **RESPONSIBILITIES OF GCU**

- A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.
- B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- C. GCU requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.
- D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

- \$1,000,000 Combined Single Limit
- \$2,000,000 General Aggregate
- \$1,000,000 Products Aggregate
- \$1,000,000 Personal Injury
- \$5,000 Medical Payments

Coverage:

- Premises/Operation Liability
- Medical Payments Liability
- Contractual Liability
- Personal Injury Liability
- Independent Contractors

ii. Professional Liability, as related to Educational Services

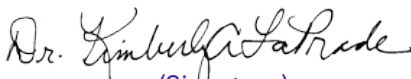
Limits of Liability:

- \$1,000,000 each wrongful act
- \$1,000,000 aggregate

iii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: 
(Signature)

By: _____
(Signature)

Name: Dr. Kimberly LaPrade

Name: _____
(Please print or type)

Title: Dean, College of Education

Title: _____
(Please print or type)

Date: _____

Date: _____

Subject: Sponsorship Agreement with Group M7 and Purchase of Digital Arts Lab Equipment for Caldwell Arts Academy

BACKGROUND INFORMATION

Group M7 would like to partner with Caldwell Arts Academy to purchase and provide Digital Arts Lab Equipment. The equipment will enhance student knowledge and create skilled individuals in many digital and technical fields.

ADMINISTRATIVE CONSIDERATION

Caldwell Arts Academy would like to purchase the following Digital Arts Lab Equipment:

HPE Host Server – Contract: DIR-TSO-4160	\$46,175.09
VDI Desktops -24 – Contract: DIR-TSO-3763	\$15,357.10
Huion Drawing Tablets – 24 – Omnia Partners	<u>\$ 1,199.76</u>
	\$62,731.95

Funding will be provided from the Group M7 Sponsorship Agreement in the amount of \$60,000.00 along with additional campus funds.

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the board approve the Sponsorship Agreement with Group M7 and the purchase of the Digital Arts Lab Equipment as presented in the amount of \$62,731.95 for Caldwell Arts Academy.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Ron Jones
Bobby Markle

08-24-20

Subject: Consider Approval of East Texas Food Bank BackPack Program Partner Agreement

BACKGROUND INFORMATION

The East Texas Food Bank is a 501(c)(3) non-profit organization in Smith County. The East Texas Food Bank has provided food to over 200 partner agencies and food programs, in an effort to feed children, the working poor and seniors throughout 26 counties in East Texas. The East Texas Food Bank would provide food for Tyler ISD participating students.

ADMINISTRATIVE CONSIDERATION

The East Texas Food Bank partners with schools to provide food for children who participate in free and reduced price meal programs during the week, but are at risk of going hungry on weekends and holidays. The backpacks come filled with nutritious, easy-to-open food that does not require stove-top cooking. Empty backpacks are returned by the students and refilled for the following weekend.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the East Texas Food Bank Partner Agreement at no cost to the district to provide food for participating Tyler ISD students.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

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

08-24-20



Partner Agreement

The terms of the following Agreement have been agreed upon and understood by the East Texas Food Bank (Feeding America affiliate) and Tyler Independent School District (Program Partner or "Licensee"). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of this partnership. The Backpack Program meets the needs of hungry children by providing them with nutritious and easy-to-prepare food to take home on weekends and school vacations when other resources are not available.

The Partner agrees to:

1. The safe and proper handling of the Product, which conforms to all local, state and Federal regulations;
2. Willingness to abide by the policies, procedures, and record keeping requirements of the Member;
3. Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran; and
4. Distribute healthy, nutritious food to food-insecure individuals free of charge.
5. Ensure that the site complies with all applicable federal and local statutes, ordinances and regulations.
6. Accept their food pickup on the designated day.
7. Store the food that is obtained at least 6 inches off the floor and in a secure place.
8. Keep accurate records and submit a monthly report consisting of the number of individuals that received a food box to the East Texas Food Bank by the fifth of each month.
9. Communicate problems and requests to the East Texas Food Bank in a timely manner.

The Feeding America Participant agrees to:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.

4. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
5. Schedule Backpack Program meetings to facilitate communication and information sharing between program partners.

This Agreement may be terminated at will by either party with written notice delivered to either party not less than 30 days prior to the desired date.

Upon termination of this agreement, the Program Partner will return any equipment and/or materials provided by the Feeding America Participant for the Backpack Program to the FA Participant within 30 days of termination date.

Program Partner Executive Director/Principal Signature

Date

Jaye Brauning

August 19, 2020

East Texas Food Bank Representative Signature

Date

Subject: Back to School Update

Information will be presented at the meeting.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed.D.

08-24-20

Subject: TASB Localized Policy Update 115 – Local Policies, BF, DIA, DMD, EI, FB, FD, FEB, FFG, FFH, FMF, and FNG

BACKGROUND INFORMATION

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

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

ADMINISTRATIVE CONSIDERATION

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

BF(LOCAL): BOARD POLICIES
REPLACE POLICY

DIA(LOCAL): EMPLOYEE WELFARE – FREEDOM FROM DISCRIMINATION,
HARASSMENT, AND RETALIATION
REPLACE POLICY

DMD(LOCAL): PROFESSIONAL DEVELOPMENT – PROFESSIONAL
MEETINGS AND VISITATIONS
DELETION

EI(LOCAL): ACADEMIC ACHIEVEMENT
REPLACE POLICY

FB(LOCAL): EQUAL EDUCATIONAL OPPORTUNITY
REPLACE POLICY

FD(LOCAL): ADMISSIONS
REPLACE POLICY

FEB(LOCAL): ATTENDANCE – ATTENDANCE ACCOUNTING
REPLACE POLICY

FFG(LOCAL): STUDENT WELFARE – CHILD ABUSE AND NEGLECT
REPLACE POLICY

FFH(LOCAL): STUDENT WELFARE – FREEDOM FROM DISCRIMINATION,
HARASSMENT, AND RETALIATION
REPLACE POLICY

FMF(LOCAL): STUDENT ACTIVITIES – CONTESTS AND COMPETITION
DELETION

FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES – STUDENT AND
PARENT COMPLAINTS/GRIEVANCES
REPLACE POLICY

ADMINISTRATIVE RECOMMENDATION

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

ACTION REQUIRED

First Reading

CONTACT PERSON

Marty Crawford, Ed.D.

08-24-20



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

Organization

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

[Legally referenced policies are not adopted by the Board.](#)

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

Terms

The terms “Trustee” and “Board member” are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

Harmony with Law

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

Policy Development

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board’s consideration by the Superintendent.

Official Policy Manual

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent ~~or designee~~ shall be responsible for its accuracy and integrity and shall maintain a historical record of the District’s policy manual.

Adoption and Amendment

Proposed local policies or amendments introduced and recommended to the Board at one meeting shall not be adopted until a subsequent meeting. Emergency adoption, however, may occur in one meeting if special circumstances demand an immediate response.

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB Localized
Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

Note: This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees. ~~For Title IX and other provisions regarding~~~~For~~ discrimination, harassment, and retaliation ~~against~~~~involving~~ students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

Definitions Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

Statement of Nondiscrimination The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy **and is prohibited**.

Discrimination Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Prohibited Conduct In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Prohibited Harassment Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

Examples Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, **gender identity**, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; **cyberharassment**; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other **negative** stereotypes; or other **kinds** ~~types~~ of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact**, or communication, **including electronic communication** ~~or contact~~.

~~**Retaliation**~~

~~The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, **serves as a witness, or otherwise participates in an investigation.**~~

~~Examples~~

~~Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. **Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.**~~

~~**Prohibited Conduct**~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

Reporting Procedures

Any ~~An~~ employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced

prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other ~~nondiscrimination~~ ~~antidiscrimination~~ laws.

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed ~~the conduct~~. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports ~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.~~

Notice of Report

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

Investigation of Reports Other Than Title IX ~~the Report~~

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that,

if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not ~~require~~~~insist upon~~, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District ~~official~~ shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

Interim Action

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the ~~campus~~ principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

Response to Sexual Harassment—Title IX

General Response

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the

District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Records Retention

The District shall retain copies of allegations ~~Copies of reports alleging prohibited conduct~~, investigation reports, and related records regarding any prohibited conduct in accordance with ~~shall be maintained by~~ the District's records control schedules, but ~~District~~ for no less than the minimum amount ~~a period~~ of time required by law. ~~at least three years.~~ [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this ~~This~~ policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be ~~posted on the District's website, to the extent practicable, and readily available at each campus and the District's~~ ~~District~~ administrative offices.

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(LOCAL)

**Meetings,
Conferences, and
Workshops**

~~Professional personnel may attend and participate in meetings, conferences, and workshops that will contribute to their professional growth and development. [See also DMA and DMG]~~

~~When attendance at such events is recommended or required by the administration, the Board, TEA, or UIL, personnel may attend with the Superintendent's approval. No salary deduction or loss of leave shall occur when attendance is recommended or required.~~

~~The Superintendent may grant additional absences to employees for attendance at meetings, conferences, and workshops that are of special interest to the employee.~~

Release Time

~~Requests for release time with pay to attend employee organization meetings, other than any such meetings approved for required staff development purposes, shall be considered on a case-by-case basis. The responsibility for justifying the school-related purpose to be accomplished by attendance shall rest with the employee. Approval shall be given only if the employee is on the program, has some official function, or can obtain specific information related to his or her job description that will assist the District in improving the instructional program.~~

Certificate of Coursework Completion

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only ~~half~~^{one semester} of a ~~two semester~~ course and the combined grade for ~~both halves~~^{the two semesters} is lower than 70, the District shall award the student credit for the ~~half~~^{semester} with the passing grade. ~~The student shall be required to retake only the semester in which he or she earned the failing grade.~~

Note: The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

Title IX Coordinator The District ~~designates and authorizes the~~ ~~has designated a~~ Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

ADA / Section 504 Coordinator The District ~~designates and authorizes the~~ ~~has designated an~~ ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended. [See FB(EXHIBIT)]

Superintendent The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Equal Educational Opportunity
General Education The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC]- Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

Note: The following provisions address the District’s compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student’s disability shall be made in accordance with FFH.

Section 504

Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Evaluation and Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and Reevaluation Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing

shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records ~~control~~retention schedules. [See CPC]

Persons Age 21 and Over	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
Registration Forms	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.
Minor Living Apart	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Person Standing in Parental Relation	
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
Nonresident Student in Grandparent's After-School Care	The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent. The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.
"Accredited" Defined	For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit. ~~[See EI]~~

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to determine transfer of credit for subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdraw-

al. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

**Attendance
Accounting System**

The Superintendent shall be responsible for **designating the official attendance-taking time during the campus's instructional day and** maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative
Attendance-
Taking **Recording**
Time

The ~~When appropriate, the~~ Superintendent is authorized to **shall** establish written procedures permitting a campus to **record absences in** ~~specify~~ an alternative **hour from the District's official time for taking attendance-taking time other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus** or for a designated group of students at a campus. The alternative ~~time for recording~~ **attendance-taking time** shall be determined in accordance with TEA's *Student Attendance Accounting Handbook* **and administrative regulations.**

**Parental Consent to
Leave Campus**

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

**Program to Address
Child Sexual Abuse,
Trafficking, and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child
Abuse and Neglect**

Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

~~Any~~ ~~by any~~ person is required to ~~shall~~ make a report if the person has cause to believe that an adult was a victim of abuse or neglect ~~im-~~
~~mediately~~ as a child and the person determines in good faith that

disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person. ~~required by law.~~

~~Reports shall be made in accordance with FFG(EXHIBIT).~~

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)ⁱ;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential

and disclosed only in accordance with the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failing to Report Suspected Child Abuse or Neglect

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

Responsibilities Regarding Investigations

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

ⁱ Texas Abuse Hotline Website: <http://www.txabusehotline.org>

Note: This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District students. For provisions regarding discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, ~~gender~~, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, ~~gender~~, national origin, ~~age~~, disability, ~~age~~, or ~~on~~ any other basis prohibited by law, that adversely affects the student.

~~Student activities, contests, and competitions shall be governed by State Board and UIL rules. [See FMF(LOCAL) and the UIL constitution on the UIL website¹.]~~

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Prohibited Harassment

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, ~~gender~~, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law, ~~when the conduct that~~ is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by [law](#) and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name-calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

[As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. \[See FFH\(LEGAL\)\]](#)

Sexual Harassment

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or [other](#) inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact**, or communications, **including electronic communication** ~~or contact~~.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these

acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

~~Retaliation~~

~~The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.~~

~~Examples~~

~~Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.~~

~~False Claim~~

~~A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.~~

~~Prohibited Conduct~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting
Procedures**

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

Employee Report

Any District employee who suspects or receives **direct or indirect** notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

*Definition of
District Officials*

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

*Title IX
Coordinator*

Reports of discrimination based on sex, including sexual harassment, **gender-based harassment, or dating violence**, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]

*ADA /
Section 504
Coordinator*

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

**Alternative
Reporting
Procedures**

An individual~~A student~~ shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.~~

Notice to Parents

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

**Investigation of
Reports Other Than
Title IX ~~the Report~~**

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~ **proven**, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if ~~proved~~ **proven**, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

Interim Action

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

**Criminal
Investigation**

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

Concluding the Investigation	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
<i>Notification of Outcome</i>	<p>Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA. the Family Educational Rights and Privacy Act (FERPA).</p>
District Action	
Prohibited Conduct	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.</p>
<i>Corrective Action</i>	<p>Examples of corrective action may include a training program for those involved in the report complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.</p>
Bullying	<p>If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.</p>
Improper Conduct	<p>If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.</p>
Confidentiality	<p>To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.</p>

Appeal

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

Response to Sexual Harassment–Title IX

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

General Response

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;

3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student

who refuses to participate in any manner in an investigation under Title IX.

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records ~~control~~ retention schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

⁴ UIL Constitution: <http://www.uil texas.org>

STUDENT ACTIVITIES
CONTESTS AND COMPETITION

FMF
(LOCAL)

UIL Activities

~~State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.~~

~~No event shall be scheduled and no student allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]~~

Athletic Program

~~A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL and the Board.~~

~~Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.~~

~~Interscholastic competitive athletics shall not be part of the elementary grades' program. To the extent practicable, a program of intra-school sports activities for elementary students shall be maintained as part of the physical education program.~~

Non-UIL Activities

~~Contests and competitive activities that are sponsored by outside organizations shall not be recommended to students unless the activities supplement and do not interfere with the regular school program. Contests and competitive activities shall have the prior approval of the Superintendent or designee, who shall develop the necessary rules and regulations to implement this policy. [See FM]~~

Overnight Trips

~~Students involved in UIL competition that requires an overnight trip shall have their expenses paid by the District. [See also FM, FMG]~~

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability, ~~or religion~~ shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with EF.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

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12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the

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	<p>appropriate administrator or designated representative no more than three days after the deadline.</p>
Scheduling Conferences	<p>The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.</p>
Response	<p>At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>"Days" shall mean District business days. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>
Representative	<p>"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>The Superintendent or designee is authorized to take such actions as are reasonable and necessary to ensure the effective and efficient operation of the complaint process, which may include combining similar complaints, beginning the process at Level Two, offering a method of alternate dispute resolution, or other actions the Superintendent deems appropriate under the circumstances.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p>

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days

after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the

Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board

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shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.