

NOTICE

**This notice is posted pursuant to the Texas Open Meetings Act.
[TEXAS GOVERNMENT CODE SECTION 551]**

BRYAN ISD BOARD OF TRUSTEES WORKSHOP

Boardroom

801 South Ennis Street

Bryan, TX 77803

Monday, March 27, 2023 – 6:00 PM

AGENDA

CALL TO ORDER

Welcome

Pledges of Allegiance

Citizens' Comments

Spotlight

1. Elementary Teacher of the Month
2. Secondary Teacher of the Month
3. Bryan High School State Wrestling - Nicholas Gorman
4. Rudder High School State Wrestling - Jayden Williams
5. Campus Spotlight- Sam Rayburn Intermediate - Student Ambassadors
and Campus Culture Initiatives

2

Welcome to Rayburn

2

We are so proud to be Rayburn Raiders!



Rayburn Jr. Ambassadors

- Daniel Mahoney
- Lucy Ladewig
- Moriah Mason
- Lucy Lyles
- Zacari Brown
- Kamila Urbano
- Destiny Rodriguez

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CHILDREN FIRST. ALWAYS.

RISE UP

ACT **R**ESPONSIBLY

ACT WITH **I**NTEGRITY

SPEAK
APPROPRIATELY

GIVE MY
BEST **E**FFORT

At Rayburn, We
Will Learn How To
RISE Up!



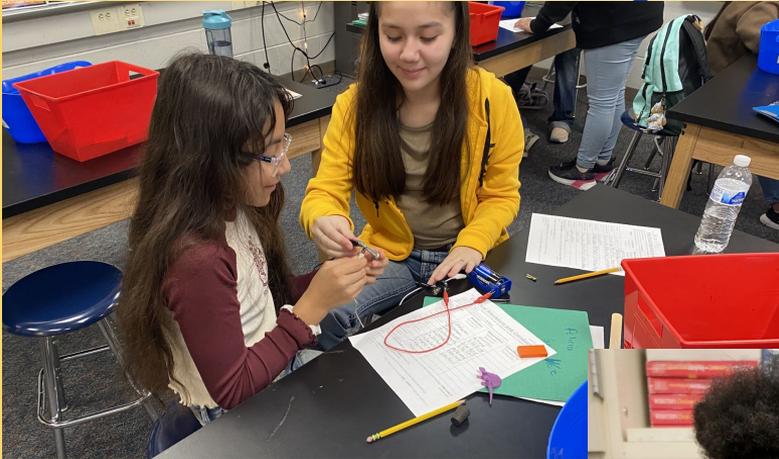
Our Teachers!



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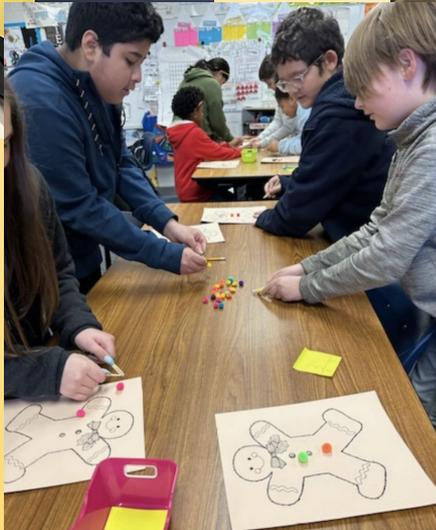
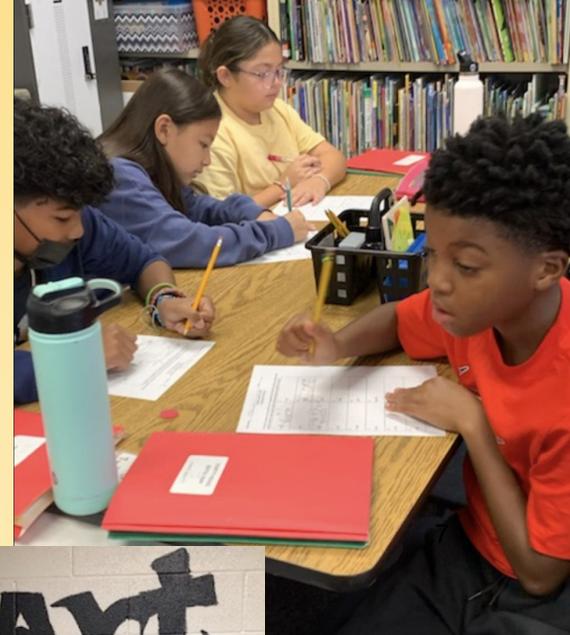
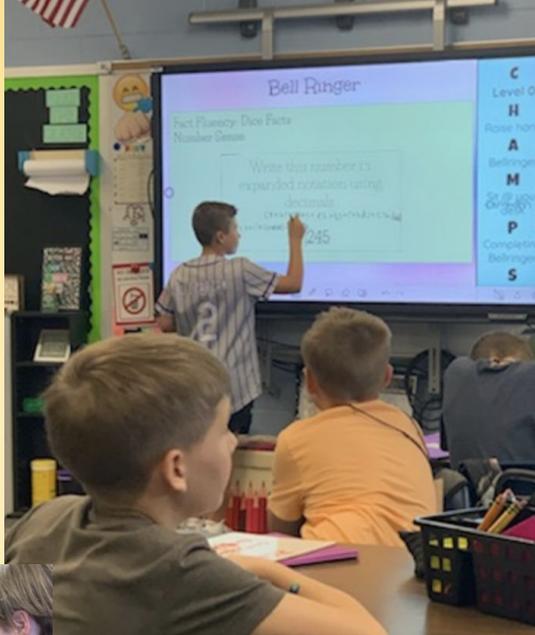
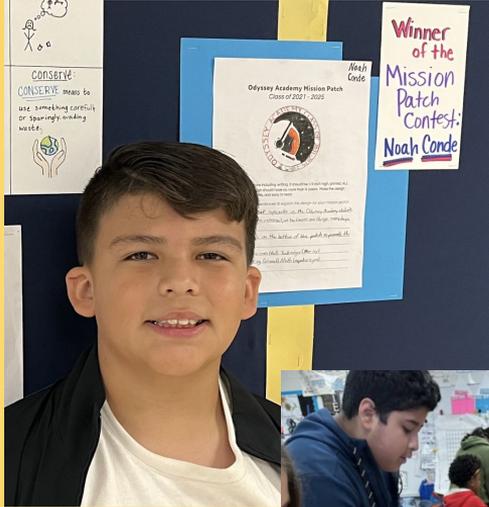
Our Learning!



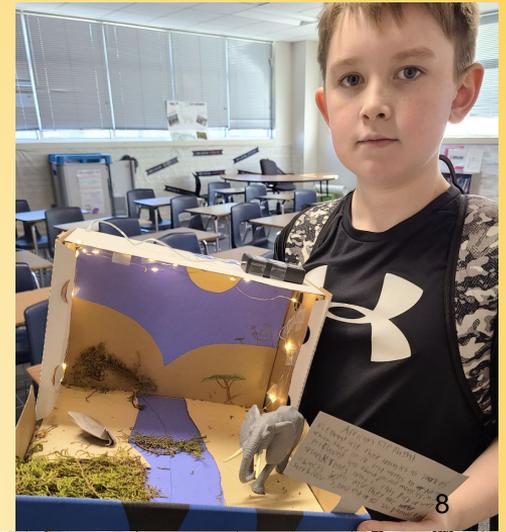
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Our Learning!



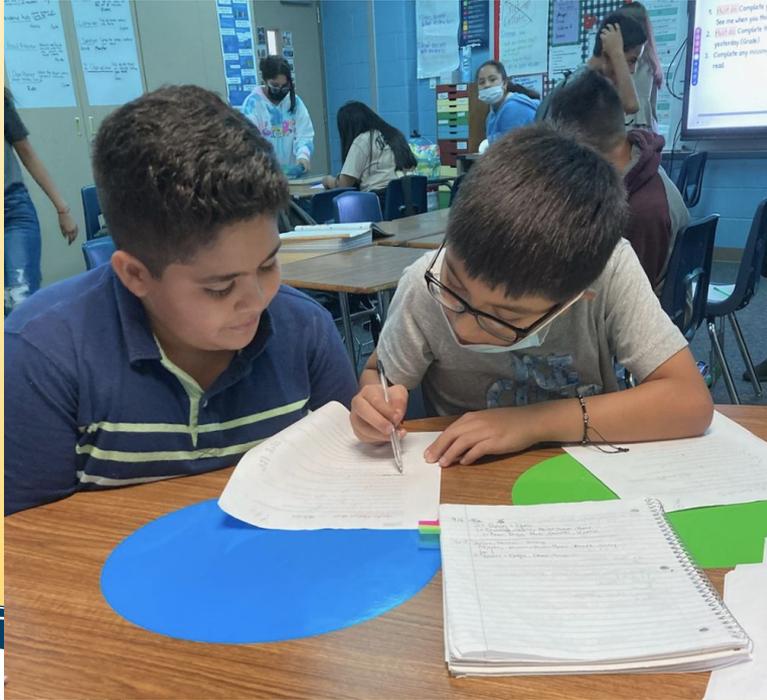
Our Learning!



Our Friends!



Our Friends!



We LOVE Rayburn and we are
PROUD to be Rayburn Raiders!

RISE UP!

RAIDER STRONG!

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Superintendent Update

1. Superintendent Update: Kindergarten Roundup, Community Engagement and Student Accolades

Standing Committees

1. City School Committee Update: City Update, Bryan ISD Legislative Priorities, Community Engagement and Construction Projects
2. Community & Communications Update: Marketing Strategies
3. Inter-Governmental Committee - IGC: Legislative Priorities for the 88th Legislative
4. Education Foundation Committee - Hall of Honor, Mission and Strategic Initiatives and Annual Scholarship Night

Information Item

1. Teaching and Learning Update on the 2023-2024 TEA Testing Calendar, STAAR/EOC Changes from TEA, Grading Guidelines, and Reading Academies

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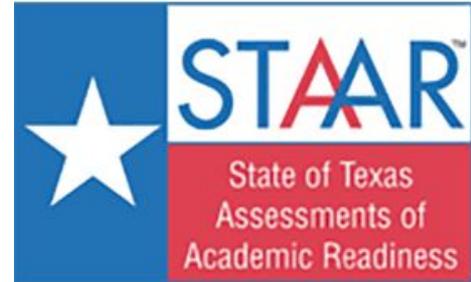
Teaching & Learning Update

March 27, 2023

Assessment Construction Changes for 2022-2023

STAAR redesign was authorized by HB 3906 in 2019 (86th Texas Legislature):

- Reading Language Arts (RLA) Redesign
 - Incorporate writing in every grade assessment
 - Include cross-curricular reading passages that cover content taught in other subjects
- Limit multiple choice questions at 75% of test questions
 - Beginning in 2023, STAAR assessments will include Technology Enhanced Items
 - Bryan ISD has been using these new item types for local assessments since 2021



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Technology Enhanced Items

	Math	Science	Social Studies	Reading
Multipart - provide a response and a justification		✓	✓	✓
Multiselect - select more than one correct answer	✓	✓	✓	✓
Constructed Response - provide a written response	✓	✓	✓	✓
Drag & Drop - select and drag text/object to a different location	✓	✓	✓	15
Hot Spot - select 1 or more areas from an image	✓	✓	✓	
Inline Choice - choose from a drop-down list of options	✓	✓	✓	
Text Entry - enter a numeric quantity, word, or phrase	✓	✓	✓	✓
Highlight text - highlight text from a given passage			✓	✓
Graphing - plot on coordinate plane or number line, create bar graph	✓			



TEA: Zone of Uncertainty (Current Year)

With the redesign of the content and structure of the STAAR/EOC TEA has not set passing standards for this year's assessments.

- Districts will not know what constitutes “passing” until after graduation. There are also implications for summer school.

To guide districts with these decisions TEA has released the raw score tables with the following guidance:

- Likely did not pass
- **Zone of uncertainty**
- Likely passed (Passed = Approaches or higher)

Spring 2023 STAAR EOC Assessment

Raw Score	Preliminary Determination
1	Likely did not pass
2	Likely did not pass
3	Likely did not pass
4	Likely did not pass
5	Likely did not pass
6	Likely did not pass
7	Zone of uncertainty
8	Zone of uncertainty
9	Zone of uncertainty
10	Zone of uncertainty
11	Zone of uncertainty
12	Zone of uncertainty
13	Zone of uncertainty
14	Likely passed
15	Likely passed
16	Likely passed
17	Likely passed
18	Likely passed
19	Likely passed
20	Likely passed

1 Student Achievement

3 on AP or 4 on IB
 TSI criteria (SAT/ACT/TSIA)
 Dual credit course
 Associate's degree
 Industry-based certification
 Completed IEP and workforce readiness
 Enlist in US Armed Forces
 SPED Graduate on RHSP, DAP, FHPE or FHSP-DLA

Graduation Rate (20%)
 College, Career, Military Ready (40%)
 STAAR Performance (40%)

$$\frac{(\% \text{ approaches} + \% \text{ meets} + \% \text{ masters})}{3}$$

2 Part A: Academic Growth

Math: Algebra 1
Reading: English 2

Don't Let Students Go Backwards!

Part B: Relative Performance

Comparison of how well students are doing relative to students in schools with similar **Eco Dis** percentage based on STAAR Performance and CCMR

3 Closing the Gaps

Student Groups Included: All, Racial/ Ethnic Groups, Eco Dis, SPED, EL, Continuously Enrolled, Non-Continuously Enrolled

Indicators

Meets in Math & Reading (50%)
Graduation Rate (10%)
EL Proficiency (10%)
CCMR (30%)

Different indicator targets for different subgroups

Overall Rating

70% of overall rating is the best of Domain 1, Domain 2A, or Domain 2B

30% of overall rating is Domain 3

2021-2022
District Rating
86 B
 Using this methodology¹⁷



2022-2023 STAAR/EOC Changes In Summary

- ≠ Changes to the **structure** of the assessment and question types.
- ≠ Changes to the **content** of the assessment, writing now in grades 3-8.
- ≠ Changes to the elements and **indicators** in the accountability system.
- ≠ Changes to the **cut points** and scale scores in the accountability system.
- ≠ Changes to the **methodology** in the accountability system.

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2023 A-F Refresh Overview and Summary



2023 Ratings Will Be Different

State law requires updates to standards to continuously improve student performance and ensure Texas is a national leader in preparing students for postsecondary success. Prior to 2017, accountability standards and cut points were raised each year. A-F enables apples-to-apples comparisons by updating standards less frequently. However, this results in larger changes when the updates occur. This year is different with the updated standards. Therefore, 2022 and 2023 ratings cannot be compared side-by-side. It is possible that a campus with an A in 2022 may improve in 2023 and yet receive a B.

Bottom line: These changes will make it impossible to compare next year to prior years with any reliability. **From TEA: “It’s is possible that a campus with an A in 2022 may improve in 2023 and yet receive a B”**



LEGISLATIVE PRIORITIES



2023-2024 | bryanisd.org/TXLegislativePriorities

Bryan ISD Advocates the 88th Texas Legislature for the Following Priorities

ADDRESS THE TEACHER SHORTAGE

Support Teachers & School Districts in Efforts to Properly Educate Students

ADVOCATE - Help teachers enter the profession with more financial aid & additional incentives, including increased staff compensation, retirement & health benefits.

ENHANCE - Improve TRS to attract staff. Remove burdensome retirement criteria & compensation. Increase flexibility with compensation, including rehiring retirees.

RESTORE - Advocate for a "hold harmless" accountability rating & replace the current A-F system for one that honors the complex work of educators throughout the state.



UPDATE SCHOOL FINANCE

Change the System & Increase Funding

RESTRUCTURE - Use student enrollment & consider regional cost differences. Distribute funding equitably, reduce recapture payments, increase funding for student education & teacher compensation, & provide automatic property tax relief for taxpayers. Any "revenue in excess of entitlement" must be returned to the Basic Allotment and not into the general fund or other fund not benefiting traditional public education.



FUND - Substantially increase the Basic Allotment & provide annual inflation adjustments using the Texas CPI to at least raise per-pupil funding to the national average.

CHAMPION - Advocate for local spending freedom. Oppose using local school property tax revenues for non-public education purposes & cuts to FSP funding.

SUPPORT - Fund full-day Pre-K for all students through FSP funding. Increase School Safety Allotment funding & local flexibility to ensure our schools are safe. Increase IMTA funding so districts can provide adequate technology & instructional materials to meet higher student standards.



LEGISLATIVE PRIORITIES

2023-2024 | bryanisd.org/TXLegislativePriorities

PROTECT PUBLIC EDUCATION

Maintain Academic & Financial Transparency

PRESERVE - Support plans keeping public tax dollars going to public school districts held accountable by elected school board members who reside in the communities they serve. Ensure public tax dollars are not diverted to private entities.

RETHINK STANDARDIZED TESTS

Advocate for a More Comprehensive Accountability System

UPGRADE - Stop oversimplifying the work of teachers.

GROW - Oppose A-F campus and district ratings. Limit state assessment programs to those required to meet federal ESSA requirements. Advocate for a more comprehensive accountability system that looks beyond high-stakes, multiple-choice exams. Implement & assess a "hold harmless" accountability rating year after changes to the system & assessment. Allow local discretion in instructional planning and repeal accelerated learning requirements.



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FOCUS ON SCHOOL SAFETY

Provide Adequate Funding for School Safety Provisions with Local Flexibility

SUPPORT - Provide additional support, resources, and services from the mental health field to better increase access to research-based proactive and crisis mental health services. With assistance & collaboration from mental health providers, provide support for services to students, caregivers, & school staff to help identify or support student mental health needs.

Your Voice Matters

DISTRICT 14 TEXAS HOUSE REPRESENTATIVE - Rep. John Raney (979) 260-5040

DISTRICT 12 TEXAS HOUSE REPRESENTATIVE - Rep. Kyle Kacal (979) 774-7276

DISTRICT 5 TEXAS SENATOR - Sen. Charles Schwertner (979) 776-0222

88th TX LEGISLATIVE TIMELINE - January 10 First Day of Session | March 10 Bill Filing Deadline
May 29 Last Day of Session | June 18 Deadline for the Governor to Sign or Veto Legislation

Changes for 2023-2024

- Field Testing for Reading Language Arts (RLA) (3-9), English I, and English II in February.
- Changes to the Testing Windows for STAAR/EOC

Test	2023 Testing Window	2024 Testing Window
RLA	April 18 – April 28	April 9 – April 19
Science & Social Studies	April 25 – May 5	April 16 – April 26
Math	May 2 – May 12	April 23 – May 3

2023-2024 Grading Guidelines

Advisory Committees of teachers, campus and district staff, and the District Leadership Team have reviewed the current grading guidelines and are discussing changes for the 2023-2024 school year

- The return of semester Final Exams at 10% of the course average
 - Exemptions are available for students with good attendance, a grade of ²¹ 80% or higher, and has not received any form of suspension for that semester.
- Some minor adjustments to the number of required grades at the intermediate level
- Minor adjustments to late work penalties for daily grades
 - Reducing the maximum deduction from 10% per day to 5% per day

TEA Reading Academies

Currently there are two models offered by TEA

- **Blended** (\$400 per teacher, or hire a facilitator) - online and facilitator support
 - Bryan ISD currently has our own Reading Academy Facilitator so there is no additional fee per teacher for our district.
- **Comprehensive** (\$3,000 per teacher) - all in-person training

Beginning in 2023-2024, TEA will no longer offer the **Blended** option and will only allow the **Comprehensive** model. ²²

- All newly certified K-3 teachers and administrators, or those who are new to these grade levels, will still need to go through the Reading Academics, even if they have passed the Texas Teacher Exam for the Science of Teaching Reading.
- The district will need to partner with an approved provider and pay the \$3,000 fee and schedule for 10 days (or 20 ½ days) of training for these teachers.

ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA

1. Consider Approval of the Meeting Minutes for February 7, 2022
February 6 and February 21, 2023

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BRYAN ISD BOARD OF TRUSTEES MEETING

February 6, 2023

The Bryan ISD Board of Trustees met for a regular meeting on Monday, February 6, 2023, at 12 noon, in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street Bryan, TX 77803.

Board members present:

- Dr. Julie Harlin
- Dr. Deidra Davis
- Felicia Benford
- Ruthie Waller
- Mark McCall
- David Stasny
- Leo Gonzalez, II

Staff members present:

- Ginger Carrabine
- Dr. Barbara Ybarra
- Kevin Beesaw
- Carol Cune
- Crystal Goodman
- Linda Montoya
- Dr. Brian Merrell
- Julea Johnson
- Ron Clary
- Janice Williamson
- Clay Falls
- Tiffany Lee

CALL TO ORDER

Board President, Dr. Julie Harlin, called the workshop to order at 12:05 p.m. and welcomed all attendees.

Citizens' Comments

No comment cards were presented for discussion.

Spotlight

CAMPUS BRAG- JANE LONG INTERMEDIATE - HEALTH & WELLNESS FAIR AND IMPACT OF FOUNDATIONS TRAINING

Principal, Dr. Desiree Caperton, introduced Parent Teacher Organization (PTO) President, Shanette Bates, who launched the campus's Health & Wellness Fair. Multiple community organizations participated in the event to offer helpful resources for parents and students. Additional family events are being planned for the near future.

Mackenzie Gomez, a 5th-grade Dual-language student and a member of the News Crews, gave a high-energy report on what it means to be a proud Jane Long Lobo.

Classroom Teacher, James Irick gave an overview of the Foundations Training. The training has impacted the campus by increasing positive changes in the school climate. Spelling Bee Winner, Zen Haji was the Spelling Bee winner for Jane Long Intermediate and is also a proud member of the Art Club. The campus murals are a product of the student's craftsmanship in the Art Club.

School Boundaries Update

Associate Superintendent of Teaching and Learning, Barbara Ybarra, gave a high-level overview of the School Boundaries process for opening Sadberry Intermediate in August 2023 with 5th graders. The process will be to balance elementary school enrollment where necessary to prevent the overutilization and underutilization of schools. Bryan ISD has over 16,000 students, roughly 453 square miles, with 14 Elementary Schools, 2 Intermediate Schools, 2 Middle Schools, 2 Comprehensive High Schools, 1 Early College High School and 1 Alternative Ed High School, making it the largest District in the Brazos Valley. The new Sadberry Intermediate is scheduled to open in August 2023. The goal is to create boundaries for each Intermediate school to serve 600-800 students. During this process, the committee identified the needs of an underutilized campus (Neal) and overutilized campuses (Branch, Henderson, and Johnson). It increased the number of students in the Emergent Bilingual program at Crockett Elementary. Two options were presented with minor adjustments to the Elementary School boundaries, Emergent Bilingual Program, Bilingual Program and Intermediate School boundary.

The approved boundary adjustments were made at the January 17, 2023, meeting. With the implementation of the revised school boundaries, a student entering PK through grade 9 shall be reassigned to the new attendance boundary to attend the grade level he or she is entering unless the student attends the campus on an approved advanced academics program transfer. Parents must complete a student transfer during the transfer period. Students entering grades 4,6, and 8 may remain at their current campus, but they will not be eligible for district transportation. Parent information nights for Long, Rayburn, and Sadberry are scheduled for February 16, 2023. Boundary adjustment letters for all pre-k thru 6th-grade students will be mailed out to families later this week. The transfer window is expected to close on February 17, 2023.

Board Committee Reports

Technology Committee:

Trustee, Mark McCall, reported that Digital Learning Day and Digital Citizenship in the Classroom. Digital Citizenship: Neptune Navigate, a company out of Tyler, Texas, provides a digital citizenship overview, media literacy, cyberbullying, privacy & cyber awareness, digital footprint, age appropriateness, digital world basics and review. Teachers can present in whole groups or allow students to complete self-paced modules. Neptune Navigate also has a parent portal too. Counselors across the district have also weighed in to provide more in-debt lessons.

Teaching & Learning Committee:

Trustee, Ruthie Waller, reported that the Committee met on January 30, 2023. The approved boundary adjustments were made on January 17, 2023. With the implementation of the revised school boundaries, a student entering PK through grade 9 shall be reassigned to the new attendance boundary to attend the grade level he or she is entering unless the student attends the campus on an approved advanced academics program transfer. Parents must complete a student transfer during the transfer period. Students entering grades 4,6, and 8 may remain at their current campus but will not be eligible for district transportation. Approximately 100 families are affected. Parent information nights for Long, Rayburn, and Sadberry are scheduled for February 16, 2023. The transfer window is scheduled to close on February 17, 2023.

Finance Committee:

Vice President, Dr. Deidra Davis, stated that several Maintenance and Custodial Services staff members gave up their time to come in December 23-24, 2022. These individuals were able to catch many issues early and prevent the district facilities from suffering catastrophic damage. As a result, the Administration wanted to provide premium pay for the hours they worked on the 23rd and 24th. The policy addresses extra income for staff that are requested to come in during an emergency closure, but not for holidays or when the district would otherwise be closed. The Administration will create criteria for future staffing needs when calling in custodial staff during emergency closures.

Information Items

2022-2025 SCHOOL SAFETY STANDARDS GRANT

Assistant Superintendent of Business Services, Kevin Beesaw, reported that the purpose of the 2022-2025 School Safety Standards Formula Grant is to provide funds for school districts to meet new School Safety Standards and other security-related costs allowed under the school safety allotment, the SB500 school safety and security grant, and the silent panic alert technology grant. The grant will help meet the minimum standards mandated by the State.

The grant allocated to Bryan ISD is \$736,662, which can be used to purchase fencing, exterior doors, ground-level exterior windows, entry-resistant film for exterior doors, silent panic alert technology, etc. The grant will begin on February 17, 2023, and continue through April 2025.

SUSTAINABLE STAFFING OF YEAR-LONG RESIDENTS

HR Assistant Director of Staffing and Employee Leave, Angela Behrens, gave a high-level overview of the sustainable staffing of year-long residents. The TCLAS grant is a three-year grant for paid year-long residencies. Bryan ISD is completing the second year in partnership with Region VI Service Center, Sam Houston State University, and Texas A&M University. The grant requires the district to work to find sustainable funding to continue residencies once the grant ends. There are many benefits to paid residency. Residents have a full year with a mentor teacher to experience school from a teacher's perspective; they earn a TRS year of service and are paid so that they do not need outside employment while focusing on becoming a teacher. The district benefits by having a strong pipeline of well-prepared educators ahead of the learning curve in their first year alone in a classroom. Residents are also more likely to stay in the district and the teaching profession.

In our model, adapted from TEA options, we will collapse a class on a teaching team and divide the students among the other classes. While the number of students in a classroom will be higher, the teacher-to-student ratio will be lower due to the support of a Master Teacher who will support the entire teaching team.

In one classroom, a first-semester resident will be in the classroom 3 days a week, a second-semester Resident will be in the classroom 5 days a week, and both residents will have the support of a Master Teacher who is also the teacher of record. The Master Teacher will also support the whole team when not actively with the residents.

The district will sustainably fund the model by utilizing the funds for the allocated full-time employee that the residents will be replaced: \$50,000 first-year teacher salary will be divided by 2 to pay 2 resident stipends of \$25,000 each. The funds allocated for benefits will be utilized to pay the Master teachers a \$10,000 stipend for their additional responsibilities.

For the 2023-24 school year, BISD will pilot our model of sustainably funding paid residencies for the district on one elementary campus, while also continuing to utilize grant funding for traditional year-long residencies in the final year of the grant.

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Teaching and Learning

DISCUSS AND CONSIDER APPROVAL OF A PURCHASE REQUEST OVER \$50,000 FOR GRADES 3-5 SAVVAS SOCIAL STUDIES

Associate Superintendent of Teaching & Learning, Dr. Barbara Ybarra, reported that the funding for the Instructional Materials and Technology Allotment was drastically reduced during the last legislative session. As a result, the 2-year purchase of Social Studies 3-5 digital licenses will need to be funded differently. After working with the vendor, they've agreed to our request for a 2-year agreement (38,740.89 per year for a total of \$77,481.78) to be paid annually so federal and compensatory funding sources can be leveraged. This 2-year discount will save over 20,000 dollars compared to a 1-year annual cost originally quoted by the vendor. These digital resources will provide social studies lessons that apply inquiry processes, practice reading and writing, and involve collaboration and communication skills. TEA has delayed the adoption of Social Studies adoption. Funding sources for this purchase include ESSER and local funds.

A **motion** was made by Dr. Deidra Davis and seconded by Leo Gonzales, II, for the approval of the agreement with SAAVS for a 2-year cost proposal of 3-5 Social Studies digital resources in the amount of \$77,481.78 paid in equal annual payments over 2 years. *The motion passed unanimously.*

Human Resources

DISCUSS AND CONSIDER AUTHORIZING THE SUPERINTENDENT TO NEGOTIATE AND ENTER INTO A CONTRACT WITH ESS SOUTH CENTRAL, LLC, FOR THE PROVISION OF SUBSTITUTE STAFFING SERVICES FOR THE 2023-2024 SCHOOL YEAR

Assistant Superintendent of Business Services, Kevin Beesaw, Assistant Superintendent of Human Resources, Carol Cune, and HR Assistant Director of Staffing and Employee Leave, Angela Behrens, gave a high-level overview of the Education Solutions Services (ESS). ESS specializes in the hiring and placement of substitute positions in K-12 school districts across the nation. This service emphasizes working incentives and substitutes efficiency to drive fill rates and promote continuity. Bryan ISD has partnered with ESS since the 2019-2020 school year. ESS employs 2 full-time employees dedicated to recruiting, training and maintaining substitutes.

One major benefit to having ESS as a partner is that Bryan ISD has been able to hire substitutes for full-time positions after they sub on campuses and are found to be a good fit. This unintentional benefit has allowed BISD to hire over 220 full-time employees in the last 3 years without incurring additional recruitment or staffing expenses.

The percentage BISD has paid ESS for their service has decreased from when we partnered with them in 2019. The administration weighed in on the benefits of having an ESS Partnership; ESS offers insurance for substitutes, a call center to secure substitutes for advanced absences and unintended recruitment benefits.

A **motion** was made by Mark McCall and seconded by Ruthie Waller for the approval to authorize the Superintendent to negotiate and enter into a contract with ESS South Central, LLC, for the provision of substitute staffing services for the 2023-2024 school year. *The motion passed unanimously.*

CALL FOR RECESS

Board President, Dr. Julie Harlin, called for a recess at 1:23 p.m. The board reconvened from recess at 1:43 p.m.

Board President, Dr. Julie Harlin, stated before the Board convenes in a closed session to consult with its attorneys, she would like to address an issue regarding a conflict of interest for a Trustee. As the community is aware, Trustee Gonzalez is also the Chairman of the Planning and Zoning Committee for the City of Bryan. The Attorney General has issued an opinion that one person serving in these two roles creates a conflict.

The legal issue that the Board will discuss with its attorney is related to the use and development of the District's property, a portion of which is being developed as the Ruby Haliburton Auxiliary Complex. Unfortunately, the City has presented an issue, and the city may not issue the permits needed to proceed with the Ruby Haliburton Auxiliary Complex Project. Because Trustee Gonzalez maintains his seat on Planning and Zoning, we have been in discussion with Trustee Gonzalez about the need for him to recuse himself from our closed session consultation with the district attorneys.

Trustee Leo Gonzalez, II called for an order of the day; no second was not given for this matter. Dr. Julie Harlin stated that because Trustee Gonzalez continues to maintain his seat on the Planning and Zoning Committee, he has chosen to recuse and abstain from the agenda items, because of the actual conflict that arose out of his position on the Planning and Zoning Committee and the Bryan ISD Board of Trustees.

Closed Session

CONVENE IN CLOSED SESSION

Board President, Dr. Julie Harlin, called for a closed session at 1:45 p.m. as authorized by Texas Government Code Chapter 551.074, 551.071, and 551.129 for the subjects allowed.

DISCUSS ISSUES PERTAINING TO APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE

The agenda item was discussed in a session closed to the public.

RECEIVE LEGAL ADVICE WITH REGARD TO THE CITY'S PROPOSED "INTERLOCAL AGREEMENT CITY OF BRYAN AND BRYAN INDEPENDENT SCHOOL DISTRICT DEFERRED ROAD CONSTRUCTION" AND OPTIONS FOR THE DISTRICT'S PROPERTY IDENTIFIED AS 851 N. HARVEY MITCHELL PARKWAY, FURTHER DESCRIBED AS ZENO PHILLIPS LEAGUE, A-45, BLOCK 19, LOT 2, ACRES 95.29, IN BRAZOS COUNTY, TEXAS, AND INCLUDING THE RUBY HALIBURTON AUXILIARY COMPLEX PROJECT (TEXAS GOVERNMENT CODE SECTIONS 551.071 AND 551.129)

The agenda item was discussed in a session closed to the public. *Let the records show that Trustee, Leo Gonzalez, II abstained from participating in the discussion or voting on this agenda item.*

DISCUSSION REGARDING THE DUTIES OF A PUBLIC OFFICIAL AND BOARD OPERATING PROCEDURES (TEXAS GOVERNMENT CODE 551.074)

The agenda item was discussed in a session closed to the public.

DISCUSSION REGARDING SUPERINTENDENT'S EVALUATION AND EVALUATION PROCESS OF SUPERINTENDENT (TEXAS GOVERNMENT CODE 551.074)

The agenda item was discussed in a session closed to the public.

Reconvene in Open Session

The Board reconvened in an open session at 3:06 p.m. No action was taken in the closed session.

POSSIBLE ACTION ON THE CITY'S PROPOSED "INTERLOCAL AGREEMENT CITY OF BRYAN AND BRYAN INDEPENDENT SCHOOL DISTRICT DEFERRED ROAD CONSTRUCTION" AND OPTIONS FOR THE DISTRICT'S PROPERTY IDENTIFIED AS 851 N. HARVEY MITCHELL PARKWAY, FURTHER DESCRIBED AS ZENO PHILLIPS LEAGUE, A-45, BLOCK 19, LOT 2, ACRES 95.29, IN BRAZOS COUNTY, TEXAS, AND INCLUDING THE RUBY HALIBURTON AUXILIARY COMPLEX PROJECT. (TEXAS GOVERNMENT CODE SECTIONS 551.071 AND 551.129)

A **motion** was made by Felicia Benford and seconded by Dr. Deidra Davis to approve the Superintendent and Board President and legal counsel provided in accordance with legal advice given in closed session and anticipate an agenda item on our next meeting. *The motion passed unanimously.*

The records show that Trustee, Leo Gonzalez, II abstained from participating in the discussion and voting on this agenda item.

ADJOURN

There being no further business, the meeting adjourned at 3:06 p.m.

President

Secretary

BRYAN ISD BOARD OF TRUSTEES MEETING

February 7, 2022

The Bryan ISD Board of Trustees met for a regular meeting on February 7, 2022 at 12 noon, in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street, Bryan, TX 77803.

Board members present: Mark McCall, Julie Harlin, Felicia Benford, Ruthie Waller, Fran Duane, Deidra Davis, and David Stasny.

Staff members present: Ginger Carrabine, Barbara Ybarra, Kevin Beesaw, Carol Cune, Julea Johnson, Janice Williamson, Paul Buckner, Matthew LeBlanc, and Tiffany Lee.

CALL TO ORDER

President Mark McCall, called the meeting to order at 12:05 p.m. and extended a hearty welcome to all attendees.

Citizen's Comments

No comment cards were presented for discussion.

Information Item

Legislative Priorities

Trustee, David Stasny gave a brief update regarding the legislative priorities of the 87th Legislative session. District Administration recently attended Midwinter Conference where they addressed HB 4545 that will establish new requirements for accelerated instruction for students who did not pass or meet the State of Texas Assessments of Academic Readiness. The student must have 30 additional hours of 1 on 3 instruction from a tutor as part of the HB 4545 requirements. The district will continue to meet the needs of the students due to the learning loss from the pandemic.

Consideration and Possible Action to Select the Delivery Method Providing the Best Value for the Elementary School Playground Shade Structure and to Authorize the Superintendent or her Designee to take all Action for the Procurement of such Services Pursuant to Statute and Board Policy

Director and Construction and Energy Management, Paul Buckner, stated that the Administration recommended utilizing the use of an inter-local purchasing cooperative as the procurement method for the Elementary School playground shade structures. Shade structures would be installed at elementary campuses. The Board Policy CV (Local) provides the parameters for procurement method.

A **motion** was made by Dr. Julie Harlin and seconded by Fran Duane approving the Board to select the interlocal purchasing cooperative method of procurement of construction services as providing the best value for the Elementary School playground shade structures and authorize the Superintendent or designee to take all action for the procurement of such services pursuant to statute and Board Policy. *The motion passed unanimously.*

Closed Session

CONVENE IN CLOSED SESSION

President Mark McCall called for a closed session at 12:32p.m. as authorized by Texas Government Code Chapter 551.074 and 551.072 for the subjects allowed.

DISCUSS ISSUES PERTAINING TO APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE

Agenda item was discussed in a session closed to the public.

DISCUSS ISSUES RELATED TO THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY

Agenda item was discussed in a session closed to the public.

RECONVENE IN OPEN SESSION

The board reconvened in open session at 1:34 p.m. No action was taken in closed session.

ADJOURN

There being no other business, the meeting adjourned at 1:34 p.m.

President

Secretary



BRYAN ISD BOARD OF TRUSTEES MEETING

February 21, 2023

The Bryan ISD Board of Trustees met for a regular meeting on Tuesday, February 21, 2023, at 6:00 p.m., in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street Bryan, TX 77803.

Board members present:

- Dr. Julie Harlin
- Dr. Deidra Davis
- Felicia Benford
- Mark McCall
- Ruthie Waller
- David Stasny
- Leo Gonzalez, II

Staff members present:

- Ginger Carrabine
- Dr. Barbara Ybarra
- Kevin Beesaw
- Carol Cune
- Crystal Goodman
- Linda Montoya
- Dr. Brian Merrell
- Jennifer Warren
- Ron Clary
- Matt Kennedy
- Tiffany Lee

CALL TO ORDER

Board President, Dr. Julie Harlin, called the meeting to order at 6:00 p.m. and extended a welcome to all attendees.

Pledges of Allegiance

The American and Texas pledges were led by Bonham Elementary Student Council. Student introductions were made highlighting their grade.

Citizens' Comment

No comment cards were presented.

Spotlight

Elementary & Secondary Teachers of the Month

Spotlight recognition was given to the Elementary Teacher of the Month, Lori Stewart, Jones Elementary. Stewart was introduced by Principal Dr. Alma Velez. The Secondary Teacher of the Month was Delandria Henderson, Jane Long Intermediate School, introduced by Principal Dr. Desiree Caperton. Both educators were recognized for exhibiting outstanding Essential 8 characteristics within their classrooms and throughout their individual campuses. The teachers received a certificate of appreciation and a gift card from Truist Bank.

Recognition of Bryan High School National Merit Finalist, Gabriel Gomez

Principal, Lane Buban, introduced Gabriel Gomez. Gabriel Gomez is a National Merit finalist. Having met the requirements, Gabriel will be eligible for several National Merit Scholarships totalling over \$28 million. Gabriel truly reflects a strong work ethic.

Recognition of Bryan High School University Interscholastic League Invitational Awards

Principal, Lane Buban, stated that the Academic UIL team participated in an invitational at College Station High School. The Literacy Criticism team took first place. The Journalism team took first place, and the Science team took second place. Bryan High students took home over 31 awards placing in 10 different events.

Superintendent's Update

Superintendent, Ginger Carrabine, gave an update on all the wonderful events across the district, from Elementary UIL Participation and Success, Fine Arts, CTE, Athletics Events and Community Engagement.

Principal, Lane Buban, introduced Cameron Liotta, a freshman at Bryan High school who is now a published author. Cameron wrote and published "A Poor Man's Spirit".

Students from elementary schools competed in a District Academic UIL Competition recently. Individual medals went to several students, and Houston Elementary walked away with a team trophy. The Intermediate School Info Night featured packed houses of engaged families at all three intermediate schools. The schools held meet & greet with administration and counselors, talked about courses, & went over school organizations/routines/volunteer opportunities. Long Intermediate hosted a Dual Language session with a Texas A&M University professor. And Sadberry families were introduced to the school's first principal Alfred Scott!

Bryan High's Los Vikings Mariachi band is going to State. This is the 7th year they have advanced to the state competition.

Rudder FFA experienced great success at the San Antonio Livestock Show and Rodeo. Taylor Anderson earned \$15,000 in scholarships. Aaron Towns placed first in his category, and Olivia King earned 5th place in the Junior Beef Skillathon & 6th-Place in the Beefmaster Heifer Competition. Rudder FFA tractor tech team placed second overall in the State Tractor competition.

In athletics, a grand send-off was given to the Rudder High School boy's basketball team for a successful win in their playoff game. Bryan High sent four wrestlers and an alternate to the 2023 UIL State Wrestling Championships, and Nick Gorman, senior and previous state champ, earned a Bronze Medal in the 132 lb. class.

Board Committee Reports

Executive Committee:

Vice President, Dr. Deidra Davis, stated that the committee met on February 8, 2023. The committee reviewed options to make it easier for the public to comment during an open meeting. The Superintendent gave an overview of facility upgrades, construction projects and district-wide maintenance requests. The administration is considering requests from Bryan HS to move two portable buildings from Rudder. This would create a space for the ShyAnne's inside the building while moving a different class into the portable. The committee discussed updating Board operating procedures to ensure they are current and aligned with policy.

Teaching & Learning Committee:

Board Secretary, Felicia Benford, reported that the Committee met on February 17, 2023. In preparation for the opening of Sadberry Intermediate with 5th graders in 2023, campus administration and district staff are working to balance the number of staff between the three intermediates. The Sadberry leadership will include Alfred Scott, Principal, Julie Brenner, Dean of Instruction, and Phillips Madkins, Counselor. Staffing plans are also underway at all other campuses. District administration produced new data views in Forecast5 for multiple topics and district priorities. These views were shared with campus administration, providing real-time data to support student learning.

Information Items

TEACHER INCENTIVE ALLOTMENT AND NATIONAL BOARD CERTIFICATION UPDATE

Associate Superintendent of Teaching & Learning, Dr. Barbara Ybarra, gave a high-level update on the Teacher Incentive Allotment and National Board Certification report. Bryan ISD proudly offers a locally designated TIA designation system for its teachers. The administration began planning and researching the TIA designation system in the Fall of 2020. From that initial planning session, a strategic planning committee, teacher focus groups, informational sessions, and student growth measure groups met to develop the current system. Part of HB3 Teacher Compensation Plan establishes 3 levels of designation Recognized, Exemplary, and Master. Teachers earned 183 designations, 52 Recognized, 100 Exemplary and 31 Master. Teachers in all eligible content areas, experience levels and all grade levels Pre-K thru 12th grade earned a designation. The allotment amount will depend on the designation earned Recognized, Exemplary, or Master and the campus where the designated teacher is employed. Teachers will receive 90% of the allotment, less TRS, taxes, and benefits. The designation is valid for 5 years. The designation is not tied to a specific grade, subject or campus. Teachers can change their teaching assignments or districts and still keep their designation. Designated teachers will receive their payout in June 2023.

Bryan ISD has partnered with ESC 6 to offer teachers training and support through the National Board Certification process.

ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA

A **motion** was made by Felicia Benford and seconded by Dr. Deidra Davis for the approval of the items listed on the consent agenda. *The motion passed unanimously.*

- Meeting Minutes January 9, 2023
- Meeting Minutes January 17, 2023
- Superintendent's Contract Recommendations for Administrators for the 2023-2024 School Year
- Bills Paid, Financial Statements, and Purchasing Report for January 2023
- Delegating Authority for the Superintendent to Approve any Future Waivers for Remote Homebound Instruction for Both General Education and Special Education
- Resolution Setting the Payment Parameters for the Closing of School on February 1, 2023

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Business Services

CONSIDER APPROVAL OF RETENTION STIPENDS AND SIGN-ON BONUSES FOR THE 2023-2024 SCHOOL YEAR

Assistant Superintendent of Business Services, Kevin Beesaw, reported that as the competition for teachers and staff remains high, it is extremely important we move as early and fast as possible to try to maintain our current teachers and staff and recruit new teachers. Beesaw presented a detailed recommendation for retention stipends for teachers, and staff of 2% of base salary in September 2023, 1% in December 2023 and May 2024. A longevity stipend for teachers with more than 5 years of experience and a sign-on bonus for new teachers for the 2023-2024 school year was presented. Teachers completing 5-9 years of service, \$250.00; 10-14 years of service, \$500.00; and 15-19 years of service, \$750.00, etc., increasing \$250 every 5 years to a maximum of \$1,500 for service of more than 30 years. These stipends will be funded by ESSER funds available now and will help the district retain current teachers and staff and reward teachers for their longevity. A \$1,000 sign-on bonus will be awarded to new teachers signing on with Bryan ISD for the 2023-24 school year.

A **motion** was made by Dr. Deidra Davis and seconded by Leo Gonzalez, II, to approve the retention stipends and sign-on bonus for the 2023-24 school year as presented. *The motion passed unanimously.*

AUTHORIZE THE SUPERINTENDENT TO NEGOTIATE AND ENTER INTO A CONTRACT REGARDING THE FACILITY ASSESSMENT AT BRYAN HIGH SCHOOL, MERRILL GREEN STADIUM, THE CTE COMPLEX FACILITY, AND THE CTE FACILITIES AT RUDDER HIGH, SFA MIDDLE SCHOOL AND DAVILA MIDDLE SCHOOL

Assistant Superintendent of Business Services, Kevin Beesaw, reported that a committee of Bryan ISD staff members reviewed responses to the RFQ. Three firms were selected for interviews based on professional qualifications, performance in the field, and previous school experience. Upon completing the interviews, the committee recommends the architectural and engineering services for the Facility Assessment Services at Bryan High School, Merrill Green Stadium, the CTE Complex Facility, and the CTE facilities at Rudder High, SFA Middle School and Davila Middle School, be awarded to PBK Architects. This project will be funded by the 2020 Bond.

A **motion** was made by Ruthie Waller and seconded by Dr. Deidra Davis to authorize the Superintendent to negotiate and enter into a contract for architectural and engineering services with PBK Architects for the Bryan High School, Merrill Green Stadium, the CTE Complex Facility, and the CTE facilities at Rudder High, SFA Middle School and Davila Middle School Facility Assessment, as presented. *The motion passed unanimously.*

Local Governance

DISCUSSION OF BOARD POLICY UPDATES

Associate Superintendent of Teaching & Learning, Dr. Barbara Ybarra, gave a high-level overview of Board Policy Update 120 (Legal and Local) BBB Local, FO Local, CB Local, CKC Local, FNG Local, and BED Local. The update to BED local will allow the public to sign up to speak at a board meeting by completing a form and emailing the Board's Executive Assistant. Policy Update 120 covers recommended Legal and Local policy revisions to address updates to Texas Administrative Code. District staff worked with subcommittees to review policies aligned to their area of responsibility and oversight. Legal policies were reviewed for any changes that may impact district procedures and practices that could impact local policy.

Closed Session

CONVENE IN CLOSED SESSION

Board President, Dr. Julie Harlin, called for a closed session at 7:19 p.m. as authorized by Texas Government Code Chapter 551.074 for the subjects allowed.

DISCUSS ISSUES PERTAINING TO APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE (TEXAS GOVERNMENT CODE SECTION 551.074)

The agenda item was discussed in a session closed to the public.

DISCUSSION REGARDING THE DUTIES OF A PUBLIC OFFICIAL AND BOARD OPERATING PROCEDURES (TEXAS GOVERNMENT CODE SECTION 551.074)

The agenda item was discussed in a session closed to the public.

DISCUSSION REGARDING SUPERINTENDENT'S EVALUATION PROCESS AND TIMELINE (TEXAS GOVERNMENT CODE SECTION 551.074)

The agenda item was discussed in a session closed to the public.

Reconvene in Open Session

The Board reconvened in an open session at 8:38 p.m. No action was taken in the closed session.

ADJOURN

There being no further business, the meeting adjourned at 8:38 p.m.

President

Secretary

2. Consider Approval of Bills Paid, Financial Statements, and Purchasing Report for February 2023
3. Board Policy Update
4. Consider Approval of Employee Professional Contracts for the 2023-2024 School Year
5. Consider Approval of the Continuation of the Memorandum of Understanding Between Bryan ISD and Texas A&M University 38



Memorandum of Understanding (MOU)

Between

Texas A&M University

&

Bryan

Independent School District

This Memorandum of Understanding (“Agreement”) is entered into on _____, between Bryan Independent School District (hereinafter "District") and Texas A&M University, a member of The Texas A&M University System and an agency of the State of Texas, (hereinafter "University ") for the purposes stated herein. The purpose of this agreement is to articulate the agreement for clinical teaching/educator placements between the University and the District.

1. Purpose.

- 1.1. The purpose of this Agreement is to facilitate a learning-centered partnership between the District and the University’s Educator Preparation Program (“EPP”).

2. Collaborative Goals.

The University and District jointly agree to:

- 2.1. Provide clinical teachers/field residency students/practicum students with professional instructional coaching, to supervise the work and activities of teacher/educator candidates, and to engage in co-teaching/supervision models throughout the field placement period. All clinical teachers, unless given the title of an employee, will be serving as direct service volunteers to School District partners as described in Texas Education Code § 51.937.
- 2.2. Establish a mentor/supervisor support program that provides the mentor/supervisor with the skills and resources to assist teacher/educator candidates in becoming highly competent in their subject areas, pedagogy, and specialized fields.
- 2.3. Establish a framework for sharing non-identified District performance data among the District and University for the purposes of monitoring and evaluating the preparation and effectiveness of university teacher/educator candidates.
- 2.4. Share and co-analyze non-identified PK-12 performance data with Texas A&M University for the purpose of specifically preparing teacher/educator candidates to positively impact PK-12 student learning and for the continuous improvement of the EPP. Data sharing will not violate the data sharing policies of the District.
- 2.4.1. For purposes of the Family Educational Rights and Privacy Act (“FERPA”), University designates educational interest in any educational records (as defined in FERPA) to the extent the FERPA Designee requires access to those records to fulfill its obligations under this Agreement. The FERPA Designee shall comply with FERPA as to any such educational records.
- 2.5. Participate in ongoing collaborative assessment of the University’s educator preparation program through the examination of clinical teacher and practicum student data, cooperating teacher and site supervisor feedback, and all other data sources, as applicable.

3. School District Obligations.



The district agrees to:

- 3.1. Collaborate with the EPP to identify, select and train high quality cooperating teachers and site supervisors.
- 3.2. Actively supervise, mentor, coach, and evaluate teacher candidates and practicum students using EPP processes, reporting requirements, and performance assessment tools.
- 3.3. Actively participate in program evaluation to support PK-12 student performance, in-service and preservice program effectiveness.
 - 3.3.1. Support University in distribution of program/graduate effectiveness surveys to District personnel.
 - 3.3.2. Support teacher/educator candidates in administration of PK-12 student perception surveys for the purposes of professional learning and educator candidate performance. Any personally identifiable information for PK-12 students will be redacted for the aforementioned purposes of this survey. Information identifying individual students will be shared with the educator candidates, cooperating teachers, site supervisors, and site coordinators for legitimate educational interests.
 - 3.3.3. Support teacher/educator candidates in administration of PK-12 student perception surveys for the purposes of professional learning. Information identifying individual students will be shared with the educator candidates, cooperating teachers, site supervisors, and site coordinators.
- 3.4. Provide opportunities for teacher candidates and practicum students to attend District-level and school-level professional development.
- 3.5. Where available, supply facility resources such as a room, at a school site, to be used for trainings, collaborative meetings, and by educator candidates for course work and conferencing. If possible, said room to be equipped with furnishings and technology (such as projector, document camera, Wi-Fi, etc.) to support programmatic, partnership usage.
- 3.6. Permit teacher/educator candidates to video record themselves in compliance with all District policies as they deliver instruction for the purpose of licensure, self-reflection, and personal professional development. Signed permission from PK-12 students' parents/guardians will be secured as outlined and required by district policy. All personally identifiable information for students shall be excluded.
- 3.7. Ensure teacher candidates and PK-12 students are in the presence of a certified teacher of record, to the maximum extent possible.
- 3.8. Provide university supervisors and teacher/educator candidates with wireless internet access in a manner that is mutually acceptable to University and the District.
- 3.9. To the extent not in conflict with District policies and procedures, provide teacher candidates with log-on credentials to access the District's online management/remote learning systems to support the Mentor/Cooperating teacher and K-12 learners.

4. University Obligations.

The University agrees to:

- 4.1. Collaborate with the District to select high quality University field supervisors for the Educator Preparation Program.
- 4.2. Provide programming ensuring that teacher/educator candidates meet state and federal guidelines for quality educator preparation.



- 4.3. To the extent not in conflict with university policies and procedures, comply with District policies and procedures and ensure that all University course instructors, field supervisors, and clinical teachers/field residency/practicum students are aware of these policies.
- 4.4. Provide a field experience coordinator who is a university faculty member, working with the District, to coordinate field placements, support the coaching and evaluation of teacher/educator candidates, assist in the selection of cooperating teachers/site supervisors, support cooperating teacher/site supervisor training, and ensure timely collaborative meetings and communications between District and University.
- 4.5. Assist any teacher/educator candidate falling below the EPP's academic and/or professional standards with a detailed improvement and accountability plan of action (PIP) developed to ensure improved performance by teacher/educator candidate.
- 4.6. Facilitate quarterly collaborative meetings among the District and EPP at which the effectiveness of the EPP is continually reviewed.
- 4.7. Collaboratively develop and deliver a cooperating teacher/site supervisor training and support program.
- 4.8. Facilitate the participation of cooperating teacher training and site supervisor training related to the supervision, mentoring, coaching and evaluation of teacher candidates and practicum students.
- 4.9. Comply with District technology standards for antivirus, Internet filtering system, operating system setup, and software installation protocols and rules.
- 4.10. The University will ensure that a full background check of the education student is conducted prior to entering the field at the expense of the student. University/Educator candidates will agree to cooperate fully with this procedure. The background check includes (list what that consists of for our District). School district placement is subject to the approval of the outcome of the background check.
- 4.11. Upon request by the District, each teacher candidate will sign a non-disclosure agreement regarding student and District information.

5. Mutual Obligations.

Pursuant to this Agreement, the parties shall in good faith:

- 5.1. Collaboratively recruit prospective future-teachers/educators to the Educator Preparation Program.
- 5.2. Encourage District and University faculty to jointly conduct and disseminate research.
- 5.3. Direct employees, under the party's control, to perform the obligations under this Agreement.

6. Term

- 6.1. This Agreement is in effect from the date of execution for a term of 3 years.

7. Termination.

- 7.1. Except as otherwise provided, this Agreement may only be terminated by six (6) months' written notification of termination by either party. The parties agree to use their best efforts to allow sufficient opportunity for students enrolled in the teacher education program to graduate prior to the effective date of termination. Upon termination, unless otherwise expressly provided, property purchased in furtherance of this Agreement shall remain the property of the party that purchased such property.

8. Miscellaneous.



8.1. Public Information.

- 8.1.1. District acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- 8.1.2. Upon University's written request, District will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to University in a non-proprietary format acceptable to University. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which University has a right of access.
- 8.1.3. District acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a) (1), Texas Government Code.
- 8.1.4. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

- 8.2. **Governing Law and Venue:** The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.
- 8.3. **Non-Waiver.** District expressly acknowledges that University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M University of its right to claim such exemptions, privileges, and immunities as may be provided by law
- 8.4. **Dispute Resolution.** The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and District to attempt to resolve any claim for breach of contract made by District that cannot be resolved in the ordinary course of business. District shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M University or the Chief Business Officer of the Texas A&M University System, who shall examine District's claim and any counterclaim and negotiate with District in an effort to resolve the claim.
- 8.5. **Conflict of Interest.** By executing this Agreement, District and each person signing on behalf of District certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this



Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

- 8.6. Relationship of the Parties. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, District is an independent contractor and is not a state employee, partner, joint venturer, or agent of Texas A&M University. District will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, District is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance.
- 8.7. Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, epidemic or pandemic, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- 8.8. Entire Agreement. This agreement contains the entire understanding of the parties with respect to its clinical teaching program and supersedes all other written and oral agreements between the parties with respect to the clinical teaching program. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this agreement unless expressly stated in writing.
- 8.9. Legal Authority. The person signing on behalf of each party represents and warrants and certifies that they have full legal authority to execute this Agreement on behalf of said party and has authority to bind said party to all the terms, conditions, provisions and obligations contained herein.

District

Name Carol Cune

Title _____

Date _____

Signature _____

University

Name Dr. Christopher Cherry

Title Assoc. Dean for Undergraduate Academic Affairs

Date _____

Signature _____

ADDENDUM 41

9. Definitions.

- 9.1. Clinical Teacher/Field Residency/Practicum District - a school district partnering with University to implement a clinical teaching/field residency/practicum assignment.
- 9.2. Clinical Teaching – A supervised teacher candidate assignment through an EPP at a public school accredited by the Texas Education Agency (TEA) or other school approved by TEA for this purpose that may lead to completion of an initial standard certificate; also referred to as “student teaching”.
- 9.3. Cooperating Teacher – For a clinical teacher candidate, an educator who is collaboratively assigned by the educator preparation program (EPP) and campus administrator; who has at least three years of teaching experience; who is an accomplished educator as shown by student learning; who has completed cooperating teacher training, including training in how to coach and mentor teacher candidates; who is currently certified in the certification category for the clinical teaching assignment for which the clinical teacher candidate is seeking certification; who guides, assists, and supports the candidate during the candidate's clinical teaching in areas such as planning, classroom management, instruction, assessment, working with parents, obtaining materials, district policies; and who reports the candidate's progress to that candidate's field supervisor.
- 9.4. Educator Candidate – a University student who has met all the University and state requirements to be admitted into an EPP seeking a professional certificate.
- 9.5. Educator Preparation Program (EPP) – an entity that must be approved by the State Board for Educator Certification to recommend candidates in one or more educator certification classes.
- 9.6. Field Experience Coordinator – an educator, hired by the EPP, to work with the District to coordinate field placements, support the coaching and evaluation of teacher/educator candidates, assist in the selection of cooperating teachers/site supervisors, support cooperating teacher/site supervisor training, and ensure timely collaborative meetings and communications between District and University.
- 9.7. Field Residency – Introductory experiences for a classroom teacher certification candidate involving, at the minimum, reflective observation of Early Childhood-Grade 12 students, teachers, and faculty/staff members engaging in educational activities in a school setting.
- 9.8. Field Supervisor – a currently certified educator, hired by the EPP, who preferably has advanced credentials, to observe candidates, monitor their performance, and provide constructive feedback to improve their effectiveness as educators. A field supervisor shall have at least three years of experience and current certification in the class in which supervision is provided. A field supervisor with experience as a campus-level administrator and current certification may also serve as a field supervisor.
- 9.9. Pedagogy--The art and science of teaching; incorporating instructional methods that are developed from scientifically-based research.
- 9.10. Practicum - A supervised educator assignment at a public school accredited by the Texas Education Agency (TEA) or other school approved by the TEA for this purpose that is in a school setting in the particular class for which a certificate in a class other than classroom teacher is sought.



- 9.11. Professional Development - learning opportunities designed to support and improve instructional effectiveness and thereby increase the learning and success of educators, teacher/educator candidates, and PK-12 students.
- 9.12. Professional Improvement Plan (PIP) - a detailed improvement and accountability plan of action that identifies clearly defined and obtainable goals in order to assist teacher/educator candidates in attaining a satisfactory level of performance on a criterion.
- 9.13. Site Supervisor – For a practicum candidate, an educator who has at least three years of experience in the aspect(s) of the certification class being pursued by the candidate; who is collaboratively assigned by the campus or district administrator and the educator preparation program (EPP); who is currently certified in the certification class in which the practicum candidate is seeking certification; who has completed training by the EPP, including training in how to coach and mentor candidates, who guides, assists, and supports the candidate during the practicum; and who reports the candidate’s progress to the candidate’s field supervisor.
- 9.14. Teacher Candidate – a University student who has met all the University and state requirements to be admitted into an EPP seeking an initial standard certificate.

Certificate Of Completion

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Christopher Cherry
 chrischerry@tamu.edu
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In Person Signer Events

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

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Status

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Business Services

1. Consideration and Possible Action on a Non-Exclusive Easement to the City of Bryan, Doing Business as Bryan Texas Utilities, for Electrical Utilities on the Haliburton Auxiliary Complex Property.
2. Consideration and Possible Action for the Approval of Purchase Over \$50,000 for Commissioning for the Haliburton Auxiliary Complex Project
3. Consideration and Possible Action for the Approval of Purchase Over \$50,000 for HVAC Testing and Balance for the Haliburton Auxiliary Complex Project

Closed Session

1. Discuss Matters Related to Superintendent Formative Evaluation (Texas Government Codes Chapter 551.074 and 551.083)
2. Pursuant to Texas Government Code Sections 551.0821, Deliberation Concerning a Public School Student Wherein Personally Identifiable Information will Necessarily be Revealed
3. Discuss the 2023 School Safety and Audit Report (Texas Government Code 551.076)
4. Discuss Issues Pertaining to Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee (Texas Government Code Chapter 551.074)

Reconvene in Open Session

1. Consider Approval of the 2023 School Safety and Security Audit Report (Texas Government Code 551.076)

ADJOURN

In accordance with the Texas Open Meetings Act Subchapters D and E of Chapter 551, Texas Government Code (§551.071 Attorney/Client Consultation, §551.072 Real Estate, §551.073 Contracts for Gifts or Donations, §551.074 Personnel Matters, §551.075 Investments, §551.076 Security Devices, §551.082 Discipline of Student or Employee Complaint, §551.0821 Personally Identifiable Student Information, §551.083 Employee Groups Consultation, §551.084 Exclusion of Hearing Witnesses), the board may enter closed meeting to deliberate any subject authorized by Subchapters listed.