

AGENDA

for the

Regular Meeting

of the

Board of Trustees

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

February 18, 2019

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

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

Notice is hereby given that on Monday, February 18, 2019, the Board of Trustees of the Tyler Independent School District will hold a regular meeting at (Executive Session at 6:00 p.m. and Regular Session at 7:00 p.m.) at the Jim Plyler Instructional Complex, 807 W. Glenwood, Tyler, Texas. The subjects to be discussed are listed on the agenda which is attached to and made a part of this Notice.

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

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

Texas Government Code Section:

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

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

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

**TYLER INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

February 18, 2019

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

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

AGENDA

- I. Call to Order
- II. First Order of Business - Announcement by the Chairman as to the presence of a quorum, that the meeting has been duly called and that notice of the meeting has been posted in the time and manner required.
- III. Executive Session will be held for the purposes authorized by the Texas Open Meetings Act, Texas Government Code Section 551.071 et seq. concerning any and all purposes permitted by the Act.
 - A. Texas Government Code Section 551.071
For the purpose of a private consultation with the board's attorney on all subjects or matter authorized by law.
 - I. When the governmental body seeks the advice of its attorney about pending or contemplated litigation or a settlement offer or
 - II. On a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
 - III. Consider legal advice regarding personnel and related action items.
 - B. Texas Government Code Section 551.072
 - I. Discussing purchase, exchange, lease, or value of real property
 - C. Texas Government Code Section 551.074
For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.
 - I. Consider hiring and accepting resignations/retirements of professional personnel.
 - II. Consider renewals, non-renewals and terminations of contracts for professional personnel. (To deliberate the appointment, employment, evaluation, reassignment, duties, and contracts of employees.)
 - D. Texas Government Code Section 551.076

I. Considering the deployment, specific occasions for, or implementation of, security personnel or devices.	
IV. Reconvene from Executive Session	
V. 7:00 p.m. Prayer and Pledge of Allegiance - Dr. Patricia Nation	
VI. Consider action on items discussed in Executive Session	
A. Consider board approval of hiring, accepting resignations/retirements of professional personnel.	
B. Consider and possible action on renewals, non-renewals, contract abandonments and terminations of contracts for professional personnel, including possible action to propose termination of the employment contract of Kayla Wright.	5
VII. Special Recognitions	7
VIII. Approval of Minutes	
A. Approve Minutes of Board Workshop - January 17, 2019	8
IX. Continuous Improvement/Student Outcomes	
A. Goal 1 - Measures of Academic Progress (MAP) MOY Results	10
X. 30 Minutes Public Participation	
XI. Business/Legal/Finance/Consent Agenda	
A. Consider approval of 2018-2019 Amended Budget	12
B. Consider approval of Gifts and Donations	15
C. Consider approval of Budget Timeline for 2019-2020	16
D. Consider approval of Contract for Appeal and Audit Services	18
E. Consider approval of Resolutions for Sale of Property for Delinquent Taxes	19
F. Consider approval of Purchase of Ethernet Switches and Wireless Network for John Tyler High School and Robert E. Lee High School	34
G. Consider approval of Interlocal Cooperation Agreement for the SUPERNet Consortium	38
H. Consider approval of Repeal of all previously adopted policies and adoption of (LOCAL) policies as prepared by TASB Policy Service (see attached list)	52
XII. Curriculum/Instruction/Consent Agenda	
A. Consider approval of Memorandum of Understanding with Tyler Junior College for Early College High School	61
XIII. Superintendent's/Staff Reports	
A. District of Innovation Teacher Certifications Granted	82
XIV. Future Business	
A. March 7, 2019 - Board Workshop	
B. March 25, 2019 - Regular Meeting	
XV. Adjournment	

Subject: Personnel Actions

BACKGROUND INFORMATION

Personnel actions are as indicated.

ADMINISTRATIVE CONSIDERATION

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

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

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

ADMINISTRATIVE RECOMMENDATION

The confirmation of personnel actions as indicated.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Ronald K. Jones

02-18-19

Personnel

- I. The Administration recommends for Board approval to accept the termination of the following term contract for job abandonment for the 2018-2019 school year:

Kayla Wright

Hubbard Middle School

02-18-19

Subject: Special Recognitions

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

STUDENTS

Tyler ISD would like to recognize the efforts of two District students of the month for February. **Mario Ruiz**, a fifth grade student at **Caldwell Arts Academy** is the Elementary Student of the Month. The Secondary Student of the Month is **Josue Gaona**, a twelfth grade student at **John Tyler High School**.

Congratulations to **Delilah Hernandez**, a fifth grader at **Caldwell Arts Academy** and **Anahi Martinez**, a third grader at **Douglas Elementary School**, for having their artwork selected to be part of the Texas Art Education's Youth Art Month Capitol Celebration. This exhibit showcases Pre-K–12 works of art from across the state of Texas.

Congratulations to **Caroline Richbourg**, a tenth grader at **Robert E. Lee High School** for finishing 3rd in the district championship 500 freestyle and for winning Swimmer of the Meet. She also placed 7th in the district championship final of the 100 butterfly crushing her own record and the school record.

Congratulations to **Carey Clark**, a **Robert E. Lee** twelfth grader, for winning two district swim titles in the 50 and 100 freestyle. He finished 2nd in the 50 freestyle and 4th in the 100 freestyle and qualified for the State Championship in both events.

STAFF

Congratulations to the Teacher of the Month **Coach Lisa Snell** from **Dr. Bryan C. Jack Elementary School**.

DISTRICT

Congratulations to **Tyler ISD Food Services Department** for meeting all the National School Lunch Program and School Breakfast Program requirements assessed by the Texas Department of Agriculture in the 2018 Administrative Review.

02-18-19

MINUTES OF BOARD WORKSHOP MEETING

The Board of Trustees of the Tyler Independent School District held a board workshop meeting on Thursday, January 17, 2019 at the Tyler ISD Administration Building. The president called the meeting to order at 11:03 a.m., announced the presence of a quorum and that the meeting had been posted in the time and manner required.

Members present were Rev. Fritz Hager, president; Wade Washmon, vice president; Andy Bergfeld, Aaron Martinez, Dr. Patricia Nation, and Jean Washington. Rev. Orenthia Mason was not present.

Administrators present were Dr. Marty Crawford, superintendent; Kevin Bogue, Tosha Bjork, Jan Coker, Dr. Christy Hanson, Ronald Jones, Dawn Parnell, and Rawly Sanchez.

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

As required by law, Dr. Hanson and Mr. Sanchez presented the Texas Academic Performance Report (TAPR). The TAPR provides information on the performance of students in each school and district in Texas. The reports also provide extensive information on school and district staff programs and student demographics. She stated that the data is for the 2017-2018 school year. They reviewed the demographics, economics, gifted and talented identification, special education services, bilingual education, staffing, average teacher experience, and ACT/SAT scores. They addressed questions from the board.

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

Regarding Governance Discussion, Rev. Hager stated this is the quarterly meeting that the board would normally review Lone Star Governance and spend time completing a self-evaluation and scoring the progress that has been based on the rubric. Dr. Crawford stated that the board has pulled back from the reporting required under Lone Star Governance. He said that the governance discussion is on the agenda to allow the board to discuss upcoming Team of Eight training, legislative training, Board Operating Procedures and have an opportunity for the board to have discussions as they relate to Governance. He said that in the future it would only be placed on the agenda as needed.

Regarding Action Items, Mr. Martinez made a motion that was seconded by Mrs. Washington to approve the following:

- Approval of Head Start Annual Report to the Public and Program Information Report;
- Approval of Head Start Carryover Application Request;
- Approval of Disposition of Head Start Portables;
- Approval of Internal Audit Charter Update.

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

Trustees adjourned to executive session at 12:01 p.m. Rev. Hager stated there would not be action to follow.

Trustees reconvened in open session at 12:48 p.m.

The meeting adjourned at 12:48 p.m. following a motion by Dr. Nation, seconded by Mrs. Washington and a vote of 6-0.

APPROVED: _____

/s/ Gina Orr
Gina Orr, Secretary

/s/ Frederick H. Hager, Jr.
Frederick H. Hager, Jr., Board President

Subject: Continuous Improvement Goal 1 – Measures of Academic Progress (MAP) MOY Results

BACKGROUND INFORMATION

Continuous Improvement Goal 1 regarding Early Literacy as adopted on February 20, 2017:

The number of students who are on grade level in reading at the end of 3rd Grade according to RIT (Rasch Unit) Scale scores will increase from 39% in the spring of 2016 to 85% in the spring of 2021.

- Baseline (Spring 2016) – 39%
- Year 1 Target (Spring 2017) – 49%
- Year 2 Target (Spring 2018) – 59%
- Year 3 Target (Spring 2019) – 69%

Progress Measure 1: Percentage of students who meet the standard on the 3rd Grade state assessment will increase from 64% in 2016 to 85% in 2021.

- Baseline (Spring 2016) – 64%
- Year 1 Target (Spring 2017) – 68%
- Year 2 Target (Spring 2018) – 73%
- Year 3 Target (Spring 2019) – 77%

Progress Measure 2: Percentage of students who have on grade level RIT (Rasch Unit) Scale scores in Reading in all grade levels Kindergarten through 3rd Grade according to the Northwest Evaluation Association Measures of Academic Progress data will increase from 34% in spring of 2016 to 85% in the spring of 2021.

- Baseline (Spring 2016) – 34%
- Year 1 Target (Spring 2017) – 45%
- Year 2 Target (Spring 2018) – 56%
- Year 3 Target (Spring 2019) – 67%

ADMINISTRATIVE CONSIDERATION

The MAP assessment is given to students Kindergarten– 8th grade three times per year. The data is analyzed by teachers, campus administrators, and district administrators.

MAP results are provided as a numerical RIT (Rasch Unit) score. This score is used to measure a student’s achievement level at different times of the school year and compute growth.

ACTION REQUIRED

Discussion

CONTACT PERSONS

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

02-18-19

Subject: 2018-2019 Amended Budget

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATIONS

An amended 2018-2019 budget for the general and food service funds has been prepared, and a copy is included in the agenda.

ADMINISTRATIVE RECOMMENDATION

That the Board approves the 2018-2019 amended budget for the general and food service funds as presented in the agenda.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

02-18-19

**TYLER INDEPENDENT SCHOOL DISTRICT
GENERAL OPERATING FUND
AMENDED EXPENDITURE BUDGET
2018-2019**

	ORIGINAL BUDGET	CURRENT BUDGET	AMENDED BUDGET	CHANGE ORIGINAL BUDGET	CHANGE CURRENT BUDGET
	\$ 86,241,089.43	\$ 88,251,931.04	\$ 88,211,912.37	\$ (29,177.06)	\$ (40,018.67)
Total Function 11 - Instruction					
Total Function 12 - Instructional Resources and Media Services	2,735,301.76	2,761,647.94	2,758,316.31	23,014.55	(3,331.63)
Total Function 13 - Curriculum and Instructional Staff Development	4,727,590.44	4,798,724.88	4,800,031.97	72,441.53	1,307.09
Total Function 21 - Instructional Development	2,835,357.74	2,869,402.48	2,870,752.48	35,394.74	1,350.00
Total Function 23 - School Administration	8,999,132.10	9,109,585.07	9,107,908.81	108,776.71	(1,676.26)
Total Function 31 - Guidance, Counseling & Evaluation Services	4,568,254.25	4,525,920.24	4,525,934.96	(42,319.29)	(985.28)
Total Function 32 - Social Work Services	258,522.99	258,760.97	258,838.69	315.70	77.72
Total Function 33 - Health Services	2,030,169.00	2,030,489.66	2,030,502.54	333.54	12.88
Total Function 34 - Student (Pupil Transportation)	4,970,585.32	5,608,685.32	5,608,685.32	638,100.00	
Total Function 36 - Cocurricular/ Extracurricular Activities	4,885,970.63	5,000,878.83	5,012,080.70	126,110.07	11,201.87
Total Function 41 - General Administration	3,933,643.05	3,959,229.22	3,986,065.72	52,422.67	26,836.50
Total Function 51 - Plant Maintenance and Operations	13,834,877.66	14,366,200.10	14,365,539.90	530,662.24	(660.20)
Total Function 52 - Security and Monitoring Services	2,305,994.61	2,378,570.69	2,388,462.12	80,467.51	7,891.43
Total Function 53 - Data Processing Services	3,045,934.02	3,728,513.18	3,725,950.73	680,016.71	(2,562.45)
Total Function 61 - Community Service	51,148.00	97,626.73	98,183.73	47,035.73	557.00
Total Function 71 - Principal Repayment	158,000.00	158,000.00	158,000.00		
Total Function 81 - Facilities Acquisition and Construction		1,377,480.79	1,377,480.79	1,377,480.79	
Total Function 93 - Shared Svc Arrangement	489,000.00	489,164.24	489,164.24	164.24	
Total Function 99 - Intergovernmental Charges	1,837,750.00	1,837,750.00	1,837,750.00		
Transfer to Preventive Maintenance Account	2,459,217.00	2,459,217.00	2,459,217.00		
TOTAL EXPENDITURES-GENERAL OPERATING FUND	\$ 152,367,538.00	\$ 156,068,778.38	\$ 156,068,778.38	\$ 3,701,240.38	\$ (0.00)

**TYLER INDEPENDENT SCHOOL DISTRICT
FOOD SERVICE FUND
AMENDED REVENUE & EXPENDITURE BUDGET
2018-2019**

<u>REVENUE:</u>	<u>CURRENT BUDGET</u>	<u>AMENDED BUDGET</u>
Meals and Other Miscellaneous	\$ 935,000.00	\$ 935,000.00
Interest Income	30,000.00	70,000.00
TOTAL LOCAL REVENUE	<u>965,000.00</u>	<u>1,005,000.00</u>
State Revenue from TEA	56,900.00	56,900.00
TOTAL STATE REVENUE	<u>56,900.00</u>	<u>56,900.00</u>
School Breakfast Program	1,840,000.00	1,840,000.00
School Lunch Program	6,200,000.00	6,200,000.00
Cash in Lieu of Commodities	696,000.00	696,000.00
TOTAL FEDERAL REVENUE	<u>8,736,000.00</u>	<u>8,736,000.00</u>
TOTAL REVENUE	<u><u>\$ 9,757,900.00</u></u>	<u><u>\$ 9,797,900.00</u></u>
<u>EXPENDITURES:</u>		
Function 35 - Food Services		
Total Function 35	<u>9,030,475.00</u>	<u>9,033,975.00</u>
Function 51-Plant Maintenance & Operations		
Total Function 51	<u>400,000.00</u>	<u>396,500.00</u>
Function 52- Security & Monitoring		
Total Function 52	<u>27,425.00</u>	<u>27,425.00</u>
Function 81 - Facilities Construction		
Total Function 81	<u>999,900.00</u>	<u>999,900.00</u>
Other Use		
Transfer to General Operating Fund	300,000.00	300,000.00
TOTAL EXPENDITURES	<u><u>\$9,757,900.00</u></u>	<u><u>\$10,757,800.00</u></u>

Subject: Gifts and Donations

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATION

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

<u>Amount</u>	<u>Source</u>	<u>Recipient</u>
\$63,662.13	Tyler ISD Foundation	Grants for Great Ideas – Various TISD Programs
\$33,500.00	Cooperative Teacher Credit Union	Various TISD Programs
\$30,000.00	Peltier Chevrolet	TISD Athletic Building Fund
\$15,000.00	Rice PTA	Rice Elementary School for Purchase of Chromebooks

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board accept the donations.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed. D.

02-18-19

Subject: Approval of the 2019-2020 Budget Timeline

BACKGROUND INFORMATION

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

ADMINISTRATIVE RECOMMENDATION

That the Board approves the 2019-2020 Budget Timeline as presented in the agenda.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

02-18-19

**Tyler Independent School District
2019-2020 Budget Timeline**

January 2019	Analyze PEIMS data collected and enrollment targets (FS, SC) Staffing models analyzed for current year (campus FTEs) (FS, SC) PEIMS enrollment counts reviewed and preliminary enrollment projections forecasted (FS,SC)
February 2019	Budget calendar presented to Board of Trustees for approval (FS, B) Staffing models for 2019-2020 developed (FS, SC) Enrollment projections and staffing allocations reviewed with campuses (FS, HR)
March 2019	Department staffing plan review (operations performance measures) (SC)
April 2019	Non payroll budget spreadsheets provided to campuses and departments (FS) Staffing plan due from campuses (job specific)
May 2019	Board of Trustees update - workshop Staffing Plan presented to Board Campuses complete non payroll budget and return to supervisor after CPOC review Departments complete non payroll budget and return to financial services Board of Trustees update on budget elements (FS, HR)
June 2019	Board of Trustees update/workshop Budget assumptions (FS) Salary report and recommendations (FS, HR)
July 2019	Board of Trustees update/workshop Budget allocations (FS) Update on any budget reductions or increases (FS) Update on salary budget (FS, HR)
August 2019	Finalize budget data and format (FS, B) Final Board of Trustees budget workshop Revenue and appropriations estimates-General Fund (FS) Food & Nutrition services budget (FS) Debt Service fund budget (FS) Public hearing and adoption of budget and tax rate (B)

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

Subject: Approval of Contract for Appeal and Audit Services

BACKGROUND INFORMATION

Perdue, Brandon, Fielder, Collins & Mott, L.L.P. would like to add value to the existing tax collection services through the addition of an appeal and audit contract of the Property Value Study performed by the Texas Comptroller of Public Accounts. This has been performed in the past by the Chief Appraiser, but not for the past several years.

ADMINISTRATIVE CONSIDERATION

This is a valuable study, and has resulted in a recoupment of state revenue in the past. No fee will be paid to the firm unless the district receives additional state funding due to their pursuits. The fee is 7.5% of any additional state funding realized from the appeal and audit process.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the contract for Appeal and Audit Services with Perdue, Brandon, Fielder, Collins & Mott, L.L.P.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

02-18-19

Subject: Resolutions for Sale of Property for Delinquent Taxes

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATION

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

ADMINISTRATIVE RECOMMENDATION

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

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

02-18-19

**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. 22,513-C TYLER INDEPENDENT SCHOOL DISTRICT vs. KATHLEEN ALEXANDER, 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

22,513-C Lot 4

EXHIBIT "A"

BID ANALYSIS

Cause #: 22,513-C
Previous Owner: Kathleen Alexander, Et Al Acct#: 1-50000-0502-00-004000
Bid Amount: \$2,900.00 Judgment Value: \$28,210.00
Bidders Name: Agustin Nieto Date of Sale: March 6, 2012
Bidders Address: 2412 Horn Avenue Date Bid Submitted: November 11, 2018
 Tyler, Texas 75702 Redemption Expires: September 21, 2012
 Sale Recording Date: March 21, 2012

PROPERTY DESCRIPTION

LOT 4, NEW CITY BLOCK 502, PART OF THE A. G. BARRETT SURVEY NO. 502, DEED RECORDED IN VOLUME 5330, PAGE 23, DEED RECORDS OF SMITH COUNTY, TEXAS

PROPERTY SITUS OR LOCATION: *2107 Moore Ave*

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	2007-2010	\$ 2,217.46
SMITH COUNTY, TJC CITY OF TYLER AND TJC	2007-2010	\$ 1,110.56
		TOTAL: \$3,328.02

COSTS

Court Costs	\$612.00 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$64.76 (Payable to Perdue Law Firm)
Title Research:	\$98.25 (Payable to Perdue Law Firm)
Deed Recording Fee	\$66.00 (Payable to Smith County Clerk)

TOTAL: \$1,011.01

PROPOSED DISTRIBUTION

Bid Amount:	\$2,900.00	Costs: \$1,011.01
Net to Distribute:	\$1,888.99	

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.67	\$ 1,265.62
Smith County, City of Tyler and TJC	.33	\$ 623.37

TOTAL: \$1,888.99

**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. 22,513-C TYLER INDEPENDENT SCHOOL DISTRICT vs. KATHLEEN ALEXANDER, 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

22,513-C Lot 5

EXHIBIT "A"

BID ANALYSIS

Cause #: 22,513-C
Previous Owner: Kathleen Alexander, Et Al Acct#: 1-50000-0502-00-005000
Bid Amount: \$6,900.00 Judgment Value: \$83,100.00
Bidders Name: Agustin Nieto Date of Sale: March 6, 2012
Bidders Address: 2412 Horn Avenue Date Bid Submitted: November 11, 2018
Tyler, Texas 75702 Redemption Expires: September 21, 2012
Sale Recording Date: March 21, 2012

PROPERTY DESCRIPTION

LOT 5, NEW CITY BLOCK 502, PART OF THE A. G. BARRETT SURVEY NO. 502, DEED RECORDED IN VOLUME 5330, PAGE 23, DEED RECORDS OF SMITH COUNTY, TEXAS

PROPERTY SITUS OR LOCATION: *2105 Moore Ave*

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	2007-2010	\$ 6,373.45
SMITH COUNTY, TJC CITY OF TYLER AND TJC	2007-2010	\$ 3,164.49
		TOTAL: \$9,537.94

COSTS

Court Costs	\$612.00 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$64.76 (Payable to Perdue Law Firm)
Title Research:	\$98.25 (Payable to Perdue Law Firm)
Deed Recording Fee	\$66.00 (Payable to Smith County Clerk)

TOTAL: \$1,011.01

PROPOSED DISTRIBUTION

Bid Amount: \$6,900.00 Costs: \$1,011.01
Net to Distribute: \$5,888.99

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.67	\$ 3,945.62
Smith County, City of Tyler and TJC	.33	\$ 1,943.37

TOTAL: \$5,888.99

**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. 22,962-B TYLER INDEPENDENT SCHOOL DISTRICT vs. LEONARDO ARMENDARIZ, 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

EXHIBIT "A"

BID ANALYSIS

Cause #: 22,962-B	Acct#: 1-50000-0768-00-142000
Previous Owner: Leonardo Armendariz	Judgment Value: 12,880.00
Bid Amount: \$3,900.00	Date of Sale: January 3, 2012
Bidders Name: Jessy Sosa Bustos	Date Bid Submitted: November 30, 2018
Bidders Address: 8091 CR 485	Redemption Expires: July 19, 2012
Tyler, Texas 75706	Sale Recording Date: January 19, 2012

PROPERTY DESCRIPTION

LOT 142 AND 143, BLOCK 768 OF THE COLLEGE PARK ADDITION TO THE CITY OF TYLER, AS DESCRIBED IN THE OFFICIAL MAP OR PLAT, RECORDED IN VOLUME 7006, PAGE 210, AND IN DEED RECORDED IN DOCUMENT # 2009-R00000533, FILED JANUARY 7, 2009, DEED RECORDS OF SMITH COUNTY, TEXAS

PROPERTY SITUS OR LOCATION: *1008 W 32nd St.*

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	2003-2010	\$ 4,490.67
SMITH COUNTY, TJC CITY OF TYLER AND TJC	2003-2010	\$ 1,919.25
		TOTAL: \$6,409.92

COSTS

Court Costs	\$494.00 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$60.24 (Payable to Perdue Law Firm)
Title Research:	\$365.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$66.00 (Payable to Perdue Law Firm)

TOTAL: \$1,649.24

PROPOSED DISTRIBUTION

Bid Amount:	\$3,900.00	Costs: \$1,649.24
Net to Distribute:	\$2,250.76	

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.70	\$ 1,575.53
Smith County, City of Tyler and TJC	.30	\$ 675.23

TOTAL: \$2,250.76

**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. **23,082-B TYLER INDEPENDENT SCHOOL DISTRICT vs. ROBERT L. BAILEY, 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

23,082-B Lot 5 Blk 7

EXHIBIT "A"

BID ANALYSIS

Cause #: 23,082-B
 Previous Owner: Robert L Bailey, Et A Acct#: 1-00000-0161-00143000
 Bid Amount: \$1,000.00 Judgment Value: \$2,000.00
 Bidders Name: Jessy Sosa Bustos Date of Sale: August 7, 2012
 Bidders Address: 8091 CR 482. Date Bid Submitted: November 30, 2018
 Tyler, Texas 75706 Redemption Expires: February 22, 2013
 Sale Recording Date: August 22, 2012

PROPERTY DESCRIPTION

0. 52 ACRES, MORE OR LESS, LOT 5, BLOCK 765, PART OF THE THOMAS BURBRIDGE SURVEY, DEED RECORDED IN VOLUME 2936, PAGE 837, DEED RECORDS OF SMITH COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: CR 488

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	1990-1994, 1996-2000, 2002-2011	\$ 1,456.66
SMITH COUNTY, CITY OF TYLER AND TJC	1990-2011	\$ 414.83

TOTAL: \$1,871.49

COSTS

Court Costs	\$231.00 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$50.75 (Payable to Perdue Law Firm)
Title Research:	\$200.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$66.00 (Payable to Smith County Clerk)

TOTAL: \$717.75

PROPOSED DISTRIBUTION

Bid Amount:	\$1,000.00	Costs: \$717.75
Net to Distribute:	\$282.25	

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.78	\$ 220.16
Smith County, City of Tyler and TJC	.22	\$ 62.09

TOTAL: \$282.25

**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. 23,177-A TYLER INDEPENDENT SCHOOL DISTRICT vs. EASTERN RESORTS POPERTIES INC.**

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

23,082-B Lot 5 Blk 7

EXHIBIT "A"

BID ANALYSIS

Cause #: 23,177-A
Previous Owner: Eastern Resorts Properties Acct#: 1-80950-0003-00-231000
Bid Amount: \$777.00 Judgment Value: \$900.00
Bidders Name: LeKendrae D. Mass Date of Sale: May 1, 2012
Bidders Address: 612 N Border Ave Date Bid Submitted: November 29, 2018
Tyler, TX 75702 Redemption Expires: November 21, 2012
Sale Recording Date: May 21, 2012

PROPERTY DESCRIPTION

LOT 231, SECTION 3, IN THE PINE TRAIL SHORES SUBDIVISION, RECORDED IN VOLUME 6, PAGE 105, PLAT RECORDS OF SMITH COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: Creekside Dr. (Pine Trail Shores)

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	1998-2011	\$ 387.44
SMITH COUNTY AND SMITH COUNTY EMER SEV #2	1998.2011	\$ 78.78
		TOTAL: \$466.22

COSTS

Court Costs	\$37.56 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$41.88 (Payable to Perdue Law Firm)
Title Research:	\$ 22.24 (Payable to Perdue Law Firm)
Deed Recording Fee	\$ 50.00 (Payable to Smith County Clerk)
TOTAL: \$321.68	

PROPOSED DISTRIBUTION

Bid Amount: \$777.00 Costs: \$321.68
Net to Distribute: \$455.32

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.83	\$ 377.92
Smith County and Smith County Emer Sev #2	.17	\$ 77.40
TOTAL: \$455.32		

**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. 24,369-B TYLER INDEPENDENT SCHOOL DISTRICT vs. O. J. BERRY ESTATE**.

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

EXHIBIT "A"

BID ANALYSIS

Cause #: 24,369-B

Previous Owner: O. J. Berry

Bid Amount: 2,000.00

Bidders Name: Irais Garcia Lopez

Bidders Address: 11864 Hwy 64 E
Tyler, Texas 75707

Acct#: 1-50000-0738-00-023000

Judgment Value: \$1,072.00

Date of Sale: September 4, 2018

Date Bid Submitted: November 28, 2018

Redemption Expires: March 27, 2019

Sale Recording Date: September 27, 2018

PROPERTY DESCRIPTION

BEING LOTS 23 AND 24, BLOCK NO. 4, NKA BLOCK 738, OF THE COUNTRY CLUB ADDITION, DEED RECORDED IN VOLUME 3283, PAGE 893, DEED RECORDS OF SMITH COUNTY, TEXAS

PROPERTY SITUS OR LOCATION: *Fairway*

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	1994-2017	\$ 1,440.47
SMITH COUNTY, TJC AND CITY OF TYLER	1994-2017	\$ 744.25
		TOTAL: \$2,184.72

COSTS

Court Costs	\$1,067.00 (Payable to District Clerk)
Sheriff's Fees	\$215.00 (Payable to Smith County Sheriff)
Publication Fee:	\$112.5 (Payable to Perdue Law Firm)
Title Research:	\$200.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$66.00 (Payable to Smith County Clerk)

TOTAL: \$1,660.51

PROPOSED DISTRIBUTION

Bid Amount:	\$2,000.00	Costs: \$1,660.51
Net to Distribute:	\$339.49	

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.66	\$ 224.06
Smith County, City of Tyler and TJC	.34	\$ 115.43

TOTAL: \$339.49

**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. 25,271-A TYLER INDEPENDENT SCHOOL DISTRICT vs. RUDY R. RICHARDS, 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

EXHIBIT "A"

BID ANALYSIS

Cause #: 25,271-A	Acct#: 1-50000-0502-01-011010
Previous Owner: Rudy R. Richards, Et Al	Judgment Value: \$44,224.00
Bid Amount: \$7,377.61	Date of Sale: August 7, 2018
Bidders Name: Mark A. Manning	Date Bid Submitted: December 16,2018
Bidders Address: 5613 Nimitz	Redemption Expires: February 23,2019
Tyler, Texas 75704	Sale Recording Date: August 23,2018

PROPERTY DESCRIPTION

LOT 11A, 12A AND 50A, NCB 502-A, NORTHRIDGE ADDITION TO THE CITY OF TYLER, DEED RECORDED UNDER DOCUMENT NO. 2012-00031195, FILED JULY 13, 2012, DEED RECORDS OF SMITH COUNTY, TEXAS

PROPERTY SITUS OR LOCATION: 2527 N Englewood

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	2013-2017	\$ 4,836.40
SMITH COUNTY, TJC AND CITY OF TYLER	2013-2017	\$ 2,641.04
		TOTAL: \$7,477.44

COSTS

Court Costs	\$1,515.00 (Payable to District Clerk)
Sheriff's Fees	\$ 215.00 (Payable to Smith County Sheriff)
Publication Fee:	\$78.33 (Payable to Perdue Law Firm)
Title Research:	\$ 250.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$ 66.00 (Payable to Smith County Clerk)
TOTAL: \$2,124.33	

PROPOSED DISTRIBUTION

Bid Amount:	\$7,377.61	Costs: \$2,124.33
Net to Distribute:	\$5,253.28	
ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.65	\$ 3,414.63
Smith County, City of Tyler and TJC	.35	\$ 1,838.65
TOTAL: \$5,251.28		

Subject: Purchase of Ethernet Switches and Wireless Network for John Tyler High School and Robert E. Lee High School

BACKGROUND INFORMATION

John Tyler High School and Robert E. Lee High School are being constructed with funds from the recently passed bond and require new wireless access points and controllers in order to provide wireless access to their campus. The E-rate program provides Tyler ISD an opportunity to purchase wireless access points and controllers for the John Tyler and Robert E Lee high schools at a significant discount.

An RFP to provide for the wireless access points and controllers for John Tyler and Robert E. Lee high schools was posted on the Tyler ISD website on January 7, 2019. The proper forms were filed the same day with the Schools and Libraries Division of the Universal Service Administrative Company who is the administrator of the E-rate fund. In order to be eligible for E-rate discounts, a minimum of twenty-eight days must elapse before bids are considered.

ADMINISTRATIVE CONSIDERATION

In accordance with the E-rate program rules at the end of the twenty-eight day period, the proposals were opened and evaluated based on multiple criteria including price, quality, compatibility with current infrastructure, stability of company and history in the E-rate program. The most heavily weighted criteria being price.

The following proposals for the wireless access points and controllers were received:

Sigma	\$400,241.98
Sigma	\$515,204.32
Presidio	\$602,098.00
Presidio	\$838,926.50
Cloud Ingenuity	\$257,972.20
Cloud Ingenuity	\$549,678.90
Cloud Ingenuity	\$617,990.60
DSI	\$409,282.72
Frontier	\$477,775.48

The following proposals for the Ethernet switches were received:

Presidio	\$561,720.00
Presidio	\$567,524.00
Sigma	\$555,021.40
Sigma	\$565,295.27
Cloud Ingenuity	\$478,733.90
Frontier	\$670,270.10
DSI	\$716,602.54
CDWG	\$722,566.04

Total funding of \$961,961.98 for the project will be provided by the 2017 Bond and E-rate.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the purchase of Ethernet switches in the amounts of \$561,720.00 from Presidio and wireless access points and controllers in the amount of \$400,241.98 from Sigma for John Tyler High School and Robert E. Lee High School.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Tim Loper
Joseph Jacks

02-18-19

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-442431

Date Filed:
01/17/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sigma Technology Solutions, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tyler Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP-TISDWireless2019
Wireless Network Equipment and related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



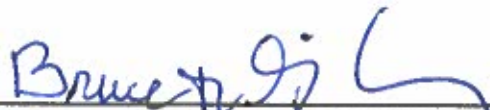
6 UNSWORN DECLARATION

My name is Bruce R Gilmore and my date of birth is July 21, 1945

My address is 607 E. Sonterra Blvd., Suite 250, San Antonio, TX, 78258, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of TX, on the 17 day of January, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
Bruce R. Gilmore (Declarant) Vice President-Legal Affairs

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-447152

Date Filed:
01/30/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PRESIDIO NETWORKED SOLUTIONS GROUP, LLC
Irving, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tyler Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Ethernet Switch RFP
Catalyst 9200L

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Trina Dennis-Carlson, and my date of birth is _____.

My address is 8161 Maple Lawn Boulevard Suite 150, Fulton, MD, 20759, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Howard County, State of md., on the 31 day of Jan, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Subject: Interlocal Cooperation Agreement for the SUPERNet Consortium

BACKGROUND INFORMATION

Tyler Independent School joined the SUPERNet Consortium in September of 2001 for the purpose of purchasing Internet access, grant applications, and shared training opportunities. Seventeen East Texas school districts make up the SUPERNet Consortium.

ADMINISTRATIVE CONSIDERATION

SUPERNet continues to provide low cost access to the Internet. The seventeen member school districts continue to be an effective means for sharing technology knowledge and grant opportunities.

The interlocal agreement has been amended to include the following language in section 7.4.C: "The member will be allowed to withdraw from the consortium at such time when each contract executed by the withdrawing member expires."

A copy of the amended Interlocal Cooperation Agreement for the SUPERNet Consortium is on the following pages.

ADMINISTRATIVE RECOMMENDATION

The Administration recommends the Board approve the Interlocal Cooperation Agreement for the SUPERNet Consortium.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Joseph Jacks

02-18-19

FOURTH AMENDED INTERLOCAL COOPERATION AGREEMENT
FOR THE
SUPERNET CONSORTIUM

Parties:

Arp Independent School District
Drawer 70
Arp, Texas 75750

Carlisle Independent School District
P.O. Box 187
Price, Texas 75687

Chapel Hill Independent School District
11134 CR 2249
Tyler, Texas 75707-9752

Hallsville Independent School District
P.O. Box 810
Hallsville, Texas 75650-0810

Henderson Independent School District
P.O. Box 728
Henderson, Texas 75653

Jacksonville Independent School District
P.O. Box 631
Jacksonville, Texas 75766

LETS Net Consortium

Union Grove ISD
P.O. Box 1447
Gladewater, TX 75647

Big Sandy ISD
P.O. Box 598
Big Sandy, TX 75755

Winona ISD
P.O. Box 218
Winona, TX 75792

Hawkins ISD
P.O. Box 1430
Hawkins, TX 75765

Lindale Independent School District
P.O. Box 370
Lindale, Texas 75771

New Summerfield Independent School District
P.O. Box 6
New Summerfield, Texas 75780

Tatum Independent School District
P.O. Box 808
Tatum, Texas 75691

Tyler Independent School District
P.O. Box 2035
Tyler, Texas 75710

Whitehouse Independent School District
106 Wildcat Dr.
Whitehouse, Texas 75791

White Oak Independent School District
200 South White Oak Road
White Oak, TX 75693-1597

Winnsboro Independent School District
207 E. Pine
Winnsboro, Texas 75494-2628

Introduction and Factual Recitations: Before entering into this Agreement, the Parties find the following facts to be true:

- Each party is an independent school district, or a collaborative consortium of independent school districts organized and operating under the laws of the State of Texas.

- As a part of its governmental functions, each party is authorized to provide on its own right the governmental services contemplated by this Agreement.
- The Parties have determined that a cooperative effort is an efficient and cost-effective means to provide the governmental services contemplated by this Agreement and serves an important public purpose.
- The Parties entered into an Interlocal Cooperation Agreement effective September 1, 2001, and this is the Fourth Amendment of that Agreement.

Thus, as authorized by the Texas Interlocal Cooperation Act [Section 791.001 and following of the Texas Government Code], the Parties agree to cooperatively operate a technology consortium on the following terms and conditions:

ARTICLE 1: Name, Headquarters, and Ownership.

1.1 The name of the cooperative technology consortium shall be: SUPERNET.

1.2 The address of SUPERNET's administrative office is: 11937 US Highway 271, Tyler, Texas 75708.

1.3 SUPERNET's technology infrastructure hub and other assets are housed at the University of Texas Health Science Center at Tyler. The cooperative members own SUPERNET assets in equal shares.

ARTICLE 2: Purpose. The purpose of SUPERNET is to provide and maintain a technology infrastructure for the benefit of cooperative members to the extent that available federal, state, and local resources permit. The consortium shares technology resources, applies for educational grants, coordinates the use of grant proceeds, and promotes technology-related professional development for cooperative members. The intent of the parties is to fund SUPERNET activities to the fullest extent possible with educational grant monies, to take full advantage of cost efficiencies that arise from combined and collaborative efforts, and to partner with other agencies when mutually beneficial.

ARTICLE 3: Management Board.

3.1 *Composition and Term of Office.* The governing board ("the management board") shall be composed of the Superintendents of each member entity who shall serve on the board during the terms of their employment with their respective member districts. If a single membership is comprised of more than one school district, the districts who comprise the membership shall be allowed one vote on matters coming before the management board.

3.2 Powers and duties. In addition to responsibilities expressed elsewhere in this Agreement, the management board shall:

- a. Elect or appoint officers as provided in Section 3.3 of this Agreement;
- b. Recommend to the general fiscal agent the employment of a Executive Director and other personnel or professional services required in the administration and operation of SUPERNET;
- c. Acquire, hold, and sell property for SUPERNET;
- d. Defend any member of the board or SUPERNET representative who is sued as a consequence of actions taken in the course of service to or employment by SUPERNET the expenses for which shall be borne by the cooperative members in equal shares;
- e. Appoint a qualified member school district as general fiscal agent or special fiscal agent and designate depositories for SUPERNET funds;
- f. Authorize the preparation of an annual budget and adopt and amend the budget; authorize the preparation of periodic reports of receipts and disbursement; and authorize applications for funds and any necessary amendments; and
- g. With the input of the advisory committee:
 1. develop, implement, and operate a technology infrastructure to serve the needs of cooperative members;
 - ii. determine the disbursement of grant funds and other SUPERNET assets among cooperative members;
 - iii. Apply for grant monies and receive bequests, donations, or other monies or property coming legally into the hands of SUPERNET;
 - iv. Allocate funds based on SUPERNET needs.

3.3 Officers.

a. Appointment of Officers. Members of the management board shall elect a chairman each year. From time to time, the board may elect such other officers and agents as it deems advisable. Such officers and agents, when appointed, shall exercise only those powers and duties determined by the board and specified in a written resolution duly adopted by the board.

b. Compensation. No officer shall receive compensation. Officers and other agents of the board are entitled to reimbursement for any necessary and proper expense incurred in performance of the officer's or agent's duties to the board or SUPERNET. The management board shall determine the appropriate reimbursement and may adopt policies regarding reimbursement of routine expenses.

3.4 Conducting Board Business.

a. Meetings. The management board shall meet at such dates, times, and places necessary to conduct the Cooperative's affairs. Meetings may be called by the chairman or at the written request of at least a quorum of management board members. Members may

participate in meetings and vote by videoconference, teleconference, or by other electronic means.

b. Quorum. A majority of management board members shall constitute a quorum for the purpose of conducting the board's business. A superintendent may designate in writing an administrator from his or her member entity to attend and vote at a management board meeting. The designee must not be a member of the advisory board.

c. Open Meetings. To the extent required by law, the management board shall comply with all applicable open meetings statutes and regulations.

d. Procedure. If a quorum is present, any matter brought before the management board shall be decided on a majority vote, unless a different percentage is required by law or by this Agreement. The most recent edition of Robert's Rules of Order shall control the conduct of the meeting unless any applicable law or this Agreement requires otherwise.

ARTICLE 4: Advisory Board.

4.1 *Composition and Purpose.* The cooperative shall have an advisory board ("the advisory board"). Each member entity will appoint a representative to serve on the advisory board. It is recommended that each member entity appoint a technology representative and/or a curriculum representative.

4.2 *Powers and duties.* In addition to any responsibilities expressed elsewhere in this Agreement, the advisory board shall:

- a. Consult with and advise the Executive Director regarding the day to day operations of SUPERNET;
- b. Elect or appoint officers as set forth in article 4.3 of this Agreement; and
- c. Evaluate and formulate recommendations to the management board regarding:
 1. the technical and curricular needs and resources of the SUPERNET;
 - ii. the development, implementation, and operation of the technology infrastructure that serves cooperative members;
 - iii. the disbursement of grant funds and other SUPERNET assets among cooperative members;
 - iv. the application for grant monies and receipt of bequests, donations, or other monies or property coming legally into the hands of SUPERNET;
 - v. the allocation of funds based on SUPERNET needs.

4.3 *Officers.*

a. Selection and Term of Office. The advisory board shall have three officers: chairman, vice-chairman, and secretary which shall be elected annually by the board.

- b. Chairman. The chairman of the advisory board shall perform the following duties:
 - i. In coordination with the SUPERNET Executive Director, establish and issue a schedule of board meetings for the year and set the agenda for the meetings.
 - ii. Chair the meetings of the advisory board.
 - iii. Represent the SUPERNET, or designate a representative, for external forums where representation is deemed advisable or necessary for the interests of the SUPERNET.
 - iv. Call special meetings of the advisory board as provided in Section 4.4 of this Agreement.
 - v. Perform other duties assigned by the advisory or management board.

- c. Vice-Chairman. The vice-chairman of the advisory board shall perform the following duties:
 - i. Perform the duties of the advisory board chairman if the chairman is absent or unavailable.
 - ii. Perform other duties as the management board, advisory board, or advisory board chairman may designate.

- d. Secretary. The Secretary of the advisory board shall prepare minutes from each Board meeting, maintain advisory board records, and perform such other duties as the management board, advisory board, or advisory board chairman may designate.

- e. Appointment of Other Officers. The advisory board may appoint other officers and agents as it deems advisable. Such officers and agents, when appointed, shall exercise only those powers and duties determined by the advisory board and specified in a written resolution duly adopted by the advisory board.

- f. Vacancies. In the event of the resignation, removal, disability, or death of any advisory board officer, the vacancy thus created shall be filled by the advisory board for the unexpired term, consistent with the terms of this article related to the election of officers.

- g. Compensation. No officer shall receive compensation. Officers and other agents of the advisory board are entitled to reimbursement for any necessary and proper expense incurred in performance of the officer's and agent's duties to the advisory board or SUPERNET. The management board shall determine the appropriate reimbursement and may adopt policies regarding reimbursement of routine expenses.

4.4 Conducting Advisory Board Business.

- a. Meetings. The advisory board shall meet as needed with a minimum of three meetings each year. The advisory board may hold other meetings at the dates, times, and places designated by the chairman. Special meetings of the advisory board may be called by the chairman or at the written request of at least a quorum of advisory board members.

Advisory board members may participate in and vote at any duly called meeting by teleconference, videoconference, or other electronic means.

b. Quorum. A majority of advisory member entities shall constitute a quorum for the purpose of conducting the advisory board's business. Each member entity will cast one vote. Proxies are not authorized.

c. Procedure. If a quorum is present, any matter brought before the advisory board shall be decided on a majority vote, unless a different percentage is required by law or by this Agreement. The most recent edition of Robert's Rules of Order shall control the conduct of the meeting unless any applicable law or this Agreement requires otherwise.

Article 5: Personnel and Property.

5.1 Management Board and Member District Authority. The management board shall have the authority to contract for the services of an Executive Director for SUPERNET. With the prior recommendation and approval of the management board, the general fiscal agent may hire, employ, discharge, or non-renew additional SUPERNET personnel.

5.2 SuperNet Executive Director. The Executive Director of SUPERNET will be retained by the management board. The Executive Director's compensation shall be fixed at such intervals and under such terms as the management board may determine. The initial Executive Director shall be retained by way of a separate Interlocal Agreement with the University of Texas Health Science Center at Tyler and shared services agreement with SUPERNET II whereby SUPERNET and SUPERNET II will pay 90 percent of the Director's compensation and all related expenses.

5.3 Duties of the Executive Director. The Executive Director shall carry out the day to day management and operation of the SUPERNET consortium. The Executive Director shall prepare grant applications and shall assist cooperative members in the implementation and use of grant proceeds. The Executive Director shall also perform any duties assigned by the management board.

5.4 SuperNet Property. All property obtained by SUPERNET shall remain its property and be valued among its assets upon dissolution. Assets physically attached to a member district's building will remain with the member district upon termination. Portable assets, training materials, and supplies will be returned to the general fiscal agent for disposition. With management board approval, member districts may loan or lease property to the SUPERNET. Loaned or leased property shall be identified as such and shall revert to the owner upon dissolution.

ARTICLE 6: Fiscal Agents.

6.1 Designation, Compensation, and Initial Appointment. The general fiscal agent of the SUPERNET shall be a member school district that is accredited and operates a K-12 system. To compensate for overhead and administrative expenses incurred by the fiscal agent in connection with

SUPERNET affairs, each Cooperative Member shall pay the fiscal agent a monthly fee during the term of this Agreement in the amount approved by the Board. The White Oak Independent School District is appointed the general fiscal agent until further action of the board. From time to time, the management board may designate other cooperative members as fiscal agents for specific purposes, such as the administration of a particular grant.

6.2 *Duties and Responsibilities of General Fiscal Agent.* The general fiscal agent shall have and perform the following duties and responsibilities:

- a. Contract with other entities or individuals for the provision of an Executive Director for the SUPERNET program.
- b. Apply for and receive, safeguard, disburse, and account for all SUPERNET funds as the management board may provide and in accordance with applicable federal and state requirements.
- c. Prepare and submit any and all applications, reports, and accounting for the SUPERNET as required by federal and state authorities.
- d. If necessary, maintain SUPERNET personnel records; administer and account for SUPERNET payroll, federal withholding, state retirement contributions, workers' compensation, and unemployment insurance; administer and account for all sick, vacation, and personal leave, and group insurance; and administer all other personnel administrative and accounting functions for the SUPERNET Member districts shall provide the fiscal agent with any information necessary to perform these tasks.
- e. Purchase, inventory, safeguard, maintain, distribute, account for, insure, and dispose of all SUPERNET property according to the management board's directives.
- f. Any other duty specified elsewhere in this Agreement or by written directive of the management board.

6.3 *Duties of Specific Purpose Fiscal Agents.* Specific-purpose fiscal agents shall be appointed as decided by the management board. A specific-purpose fiscal agent shall perform such tasks as assigned by the management board and appropriate to the purpose for which the agent was appointed. The fiscal agent shall safeguard any SUPERNET assets within its possession and account to the management board for the expenditure of any SUPERNET funds or property. Any fiscal agent that handles grant monies shall do so in a manner consistent with the grant regulations and federal and state law.

6.4 *Change of Fiscal Agent.* The management board may change general or specific-purpose fiscal agents at the end of any fiscal year. The incumbent fiscal agent shall cooperate in the transition and shall take any action necessary to transfer all SUPERNET funds, accounts, records, and property to the new fiscal agent by the date specified by the management board. Upon the effective date specified by the management board, the new fiscal agent shall assume all duties and responsibilities of fiscal agent. The new fiscal agent shall serve until a successor is appointed by the management board.

ARTICLE 7: Membership and Member Responsibilities.

7.1 Cooperative Members. Each school district or consortium of districts that is a party to this Agreement shall be a cooperative member of SUPERNET. For the purposes of any notification required under this Agreement, the official address for each member is set out above. If its official address changes, each member agrees to provide the general fiscal agent, the SUPERNET Executive Director, and each member district with the updated information.

7.2 Member Responsibilities. In addition to any specific responsibility set out elsewhere in this Agreement and any responsibility reasonably necessary to carry out the terms of this Agreement, each cooperative member agrees to:

- a. Authorize its superintendent to serve on the management board and designate a technology representative and/or curriculum representative to serve on the advisory board;
- b. Pay the general fiscal agent a monthly administrative fee, unless alternate arrangements are approved by the management board;
- c. Expend grant monies received in compliance with applicable grant guidelines, state, and federal laws and regulations;
- d. Maintain accurate records for business related to the SUPERNET consortium;
- e. Bear the member's proportionate share of the recurring and regular expenses of SUPERNET and the member's proportionate share of any unforeseen, uncontrollable costs associated with SUPERNET, including legal fees due to complaints, grievances, or litigation all which shall be payable upon receipt of an itemized statement for same from the general fiscal agent;
- f. Bear sole responsibility for the member's own management and use of project funds and grant proceeds according to grant guidelines and state and federal law (A member district that follows applicable TEA guidelines shall not be responsible or accountable for another member's failure to do so); and
- g. In its sole discretion and at its sole expense, furnish its board representatives with professional liability insurance. (This section does not require a member district to purchase additional insurance coverage. Each member district is encouraged *to* verify whether its existing coverages are sufficient to cover its representatives when they are participating in SUPERNET management or advisory board activities.)

7.3 Adding New Members.

- a. Non-member districts expressing an interest in membership shall be given a copy of the current Interlocal agreement. In addition, a new member assessment will be established by the management board and provided to the non-member districts. The new member assessment may be comprised of a proportionate share of any existing debt, encumbrance, original set up costs, or other fiscal obligation incurred in creating or equipping SuperNet.

- b. Non-member school districts may request membership in SuperNet through a resolution adopted by the district's board of trustees. A copy of the request shall be provided to each-member entity.
- c. The management board shall vote on the resolution to add a new member. The management board shall immediately provide written notice of the outcome to the board of trustees of each member entity.
- d. Upon payment of the new member assessment and the adoption of the Interlocal Agreement by its board of trustees, the new member will be eligible to participate in SuperNet at a date specified by the management board.

7.4 Member Withdrawal. A cooperative member may withdraw from the SUPERNET by giving notice of withdrawal to the management board and each member district no later than 365 days before the end of the fiscal year. The following procedure shall apply:

- a. A withdrawal is effective at the end of the fiscal year in which timely notice is given. The withdrawal shall be deemed approved by the management board unless, within 30 days after receipt of the withdrawal notice, the remaining member districts elect to dissolve the SUPERNET as provided in Article 7 of this Agreement and serve written notice of their intent on the withdrawing member. In that event, the notice of withdrawal will have no force or effect.
- b. If the remaining member districts do not elect to dissolve the SUPERNET, its books shall be closed at the end of the fiscal year in the customary manner. The withdrawing district shall return all items of SUPERNET property in its possession or control to the fiscal agent by the end of the fiscal year. All equipment physically attached to the withdrawing member's buildings will remain with the member. All portable equipment, training materials, and supplies shall be returned to the fiscal agent for redistribution among remaining members.
- c. A cooperative member may provide the intent to withdrawal notice to the SUPERNET management board and each member of the district 365 days before the withdrawing member's intent to withdrawal from the consortium. The member will be allowed to withdrawal from the consortium at such time when each contract executed by the withdrawing member expires. The withdrawing member will be officially released from the consortium at such time that the withdrawing member's executed contracts expire or are completed.

7.5 Revocation of Membership. The management board may, by a two-thirds vote of its membership, revoke the membership of a member district for non-compliance with the policies and procedures of the SUPERNET. If the remaining member districts do not elect to dissolve the SUPERNET, the district whose membership is revoked shall immediately return all items of SUPERNET property in its possession or control to the general fiscal agent. If the withdrawing member has outstanding fiscal obligations to the cooperative, the general fiscal agent shall give the withdrawing district written notice of the amount, which shall be due and payable to the general fiscal agent before the 30th day after the notice.

ARTICLE 8: Dissolution and Liquidation.

8.1 Management Board Recommendation. Upon its receipt of notice of any member district's withdrawal from the SUPERNET, or upon its own motion, the management board may adopt a resolution that recommends the dissolution of the SUPERNET and directs that the question of dissolution will be submitted to a vote at a special or regular meeting to be held at least 30 days thereafter. The management board shall immediately provide written notice of that meeting, together with a copy of its resolution recommending dissolution, to the board of trustees for each cooperative member.

8.2 Action by Cooperative Members. Upon receiving notice from the management board, the board of trustees for each member district shall meet and by resolution instruct its management board representative how to vote on the issue of dissolution.

8.3 Action by the Management Board. At the meeting called for this purpose, the management board shall vote on its resolution to dissolve. The resolution shall be adopted if it receives a two-thirds vote of the entire membership of the management board. The management board shall immediately provide written notice of the outcome of the vote on the dissolution resolution to the board of trustees for each member.

8.4 Liquidation. Upon the management board's approval of dissolution:

- a. Cessation of Business. The SUPERNET shall cease to carry on its business, except as necessary to wind up its affairs.
- b. Notice of Liquidation. The management board shall send written notice of its intent to dissolve the SUPERNET to all known creditors of and claimants against the SUPERNET
- c. Collection and Distribution of Assets. As directed by the management board, the general fiscal agent shall:
 - i. Collect the SUPERNET'S assets;
 - ii. Sell or dispose of any property not to be distributed in kind to member districts;
 - iii. To the extent possible without selling in-kind distributive property, pay, satisfy, discharge, or otherwise make provision for the satisfaction of the SUPERNET'S outstanding debts;
 - iv. If necessary, sell or dispose of in-kind distributive property to satisfy the SUPERNET'S debts;
 - v. Distribute copies of all fiscal records to the appropriate member districts;
 - vi. After paying all debts and obligations, distribute in-kind property to member districts;
 - vii. Do any other act necessary under the law to finally and fully conclude and liquidate the business and property of the SUPERNET; and

- viii. Make a final distribution of remaining assets among the member districts in the percentage of their ownership.

8.5 Termination. When the liquidation is complete, the general fiscal agent shall so report in writing to the management board, which shall then enter a resolution declaring that the SUPERNET is finally dissolved and its operation terminated.

ARTICLE 9: Miscellaneous.

9.1 Intent to Comply with Applicable Law. The Parties intend to comply with all applicable state and federal statutes and regulations, including any rules of the Texas Education Agency and State Board of Education. If any provision of this Agreement conflicts with a statute or regulation, the law controls and this Agreement must be interpreted so as to eliminate the conflict.

9.2 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability shall not affect any other provision; and this Agreement must be construed as if the offensive provision was never a part of the Agreement.

9.3 Texas Law Applies. This Agreement shall be construed under Texas law.

9.4 Headings. The headings used in this Agreement are used for convenience and organization. They are not substantive and shall not be interpreted as such.

9.5 Initial Term and Subsequent Annual Renewal The initial term of this Fourth Amended Interlocal Agreement is one year beginning September 1, 2012 and ending August 31, 2013. Each year thereafter, this Agreement shall be automatically renewed for successive one-year terms unless terminated as provided above.

9.6 Payment Provisions. Through the maintenance and operation of the SUPERNET, the member districts are providing and paying for the performance of certain governmental functions or services, and the payment for those services shall be made from the districts' current revenues.

9.7 Execution in Multiple Originals. This Agreement is being executed by the Cooperative Members as separate agreements and at separate times, each of which shall be considered separately and collectively as an original complete copy of the Agreement, as if each Party had executed the same copy.

EFFECTIVE the 1st day of September, 2012.

[Remainder of page 11 left intentionally blank. Signatures are contained on pages 12-13.]

Arp Independent School District

By: _____

Name Printed: _____

Title: _____

Carlisle Independent School District

By: _____

Name Printed: _____

Title: _____

Chapel Hill Independent School District

By: _____

Name Printed: _____

Title: _____

Hallsville Independent School District

By: _____

Name Printed: _____

Title: _____

Henderson Independent School District

By: _____

Name Printed: _____

Title: _____

LETS Net Consortium

Big Sandy ISD

By: _____

Name Printed: _____

Title: _____

Hawkins ISD

By: _____

Name Printed: _____

Title: _____

Union Grove ISD

By: _____

Name Printed: _____

Title: _____

Winona ISD

By: _____

Name Printed: _____

Title: _____

Lindale Independent School District

By: _____

Name Printed: _____

Title: _____

Jacksonville Independent School District

By: _____

Name Printed: _____

Title: _____

Winnsboro Independent School District

By: _____

Name Printed: _____

Title: _____

Whitehouse Independent School District

By: _____

Name Printed: _____

Title: _____

White Oak Independent School District

By: _____

Name Printed: _____

Title: _____

New Summerfield Independent School District

By: _____

Name Printed: _____

Title: _____

Tatum Independent School District

By: _____

Name Printed: _____

Title: _____

Tyler Independent School District

By: _____

Name Printed: _____

Title: _____

Subject: Consider approval of Repeal of all previously adopted policies and adoption of (LOCAL) policies as prepared by TASB Policy Service (see below list).

BACKGROUND INFORMATION

In July of 2018, the District held a policy review session that was conducted by the Texas Association of School Boards (TASB). A policy review session consists of a comprehensive audit of the District's TASB Localized Policy Manual, review of the audit results with District officials, a written summary with an itemized list of the recommended policy revisions, annotated copies of local policy changes, and training of District officials regarding the contents and maintenance of the manual.

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

Adoption:

AB(LOCAL): DISTRICT NAME

AE(LOCAL): EDUCATIONAL PHILOSOPHY

AF(LOCAL): INNOVATION DISTRICTS

BAA(LOCAL): BOARD LEGAL STATUS - POWERS AND DUTIES

BBB(LOCAL): BOARD MEMBERS - ELECTIONS

BBD(LOCAL): BOARD MEMBERS - TRAINING AND ORIENTATION

BBE(LOCAL): BOARD MEMBERS - AUTHORITY

BBF(LOCAL): BOARD MEMBERS - ETHICS

BBFA(LOCAL): ETHICS - CONFLICT OF INTEREST DISCLOSURES

BBG(LOCAL): BOARD MEMBERS - COMPENSATION AND EXPENSES

BBI(LOCAL): BOARD MEMBERS - TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS

BDAA(LOCAL): OFFICERS AND OFFICIALS - DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAE(LOCAL): OFFICERS AND OFFICIALS - DUTIES AND REQUIREMENTS OF DEPOSITORY

BDB(LOCAL): BOARD INTERNAL ORGANIZATION - INTERNAL COMMITTEES

BDD(LOCAL): BOARD INTERNAL ORGANIZATION - ATTORNEY

BE(LOCAL): BOARD MEETINGS

BED(LOCAL): BOARD MEETINGS - PUBLIC PARTICIPATION

BF(LOCAL): BOARD POLICIES

BJA(LOCAL): SUPERINTENDENT - QUALIFICATIONS AND DUTIES

BJCD(LOCAL): SUPERINTENDENT - EVALUATION

BJCF(LOCAL): SUPERINTENDENT - NONRENEWAL

BP(LOCAL): ADMINISTRATIVE REGULATIONS

BQ(LOCAL): PLANNING AND DECISION-MAKING PROCESS

BQA(LOCAL): PLANNING AND DECISION-MAKING PROCESS - DISTRICT-LEVEL

BQB(LOCAL): PLANNING AND DECISION-MAKING PROCESS - CAMPUS-LEVEL

CAA(LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES - FINANCIAL ETHICS

CB(LOCAL): STATE AND FEDERAL REVENUE SOURCES

CCGA(LOCAL): AD VALOREM TAXES - EXEMPTIONS AND PAYMENTS

CDA(LOCAL): OTHER REVENUES - INVESTMENTS

CDC(LOCAL): OTHER REVENUES - GIFTS AND SOLICITATIONS

CE(LOCAL): ANNUAL OPERATING BUDGET

CFB(LOCAL): ACCOUNTING - INVENTORIES

CFD(LOCAL): ACCOUNTING - ACTIVITY FUNDS MANAGEMENT

CH(LOCAL): PURCHASING AND ACQUISITION

CI(LOCAL): SCHOOL PROPERTIES DISPOSAL

CJ(LOCAL): CONTRACTED SERVICES

CJA(LOCAL): CONTRACTED SERVICES - CRIMINAL HISTORY

CK(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT

CKB(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT - ACCIDENT PREVENTION AND REPORTS

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

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

CLB(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - MAINTENANCE

CLE(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - FLAG DISPLAYS

CNA(LOCAL): TRANSPORTATION MANAGEMENT - STUDENT TRANSPORTATION

CNB(LOCAL): TRANSPORTATION MANAGEMENT - DISTRICT VEHICLES

CO(LOCAL): FOOD AND NUTRITION MANAGEMENT

CPAB(LOCAL): OFFICE COMMUNICATIONS - MAIL AND DELIVERY

CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT

CQ(LOCAL): TECHNOLOGY RESOURCES

CRB(LOCAL): INSURANCE AND ANNUITIES MANAGEMENT - LIABILITY INSURANCE

CRD(LOCAL): INSURANCE AND ANNUITIES MANAGEMENT - HEALTH AND LIFE INSURANCE

CRF(LOCAL): INSURANCE AND ANNUITIES MANAGEMENT - UNEMPLOYMENT INSURANCE

CV(LOCAL): FACILITIES CONSTRUCTION

CVA(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE BIDDING

CVB(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE SEALED PROPOSALS

CW(LOCAL): NAMING FACILITIES

CY(LOCAL): INTELLECTUAL PROPERTY

DBA(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CREDENTIALS AND RECORDS

DBAA(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CRIMINAL HISTORY AND CREDIT REPORTS

DBB(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS -
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBD(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS -
CONFLICT OF INTEREST

DC(LOCAL): EMPLOYMENT PRACTICES

DCA(LOCAL): EMPLOYMENT PRACTICES - PROBATIONARY CONTRACTS

DCB(LOCAL): EMPLOYMENT PRACTICES - TERM CONTRACTS

DCD(LOCAL): EMPLOYMENT PRACTICES - AT-WILL EMPLOYMENT

DCE(LOCAL): EMPLOYMENT PRACTICES - OTHER TYPES OF CONTRACTS

DEA(LOCAL): COMPENSATION AND BENEFITS - COMPENSATION PLAN

DEAA(LOCAL): COMPENSATION PLAN - INCENTIVES AND STIPENDS

DEAB(LOCAL): COMPENSATION PLAN - WAGE AND HOUR LAWS

DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES

DEE(LOCAL): COMPENSATION AND BENEFITS - EXPENSE
REIMBURSEMENT

DF(LOCAL): TERMINATION OF EMPLOYMENT

DFAA(LOCAL): PROBATIONARY CONTRACTS - SUSPENSION/TERMINATION
DURING CONTRACT

DFBA(LOCAL): TERM CONTRACTS - SUSPENSION/TERMINATION DURING
CONTRACT

DFBB(LOCAL): TERM CONTRACTS - NONRENEWAL

DFD(LOCAL): TERMINATION OF EMPLOYMENT - HEARINGS BEFORE
HEARING EXAMINER

DFE(LOCAL): TERMINATION OF EMPLOYMENT - RESIGNATION

DFFA(LOCAL): REDUCTION IN FORCE - FINANCIAL EXIGENCY

DFFB(LOCAL): REDUCTION IN FORCE - PROGRAM CHANGE

DGA(LOCAL): EMPLOYEE RIGHTS AND PRIVILEGES - FREEDOM OF
ASSOCIATION

DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS - EMPLOYEE
COMPLAINTS/GRIEVANCES

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

DHE(LOCAL): EMPLOYEE STANDARDS OF CONDUCT - SEARCHES AND ALCOHOL/DRUG TESTING

DIA(LOCAL): EMPLOYEE WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DK(LOCAL): ASSIGNMENT AND SCHEDULES

DLB(LOCAL): WORK LOAD - REQUIRED PLANS AND REPORTS

DMC(LOCAL): PROFESSIONAL DEVELOPMENT - CONTINUING PROFESSIONAL EDUCATION

DMD(LOCAL): PROFESSIONAL DEVELOPMENT - PROFESSIONAL MEETINGS AND VISITATIONS

DN(LOCAL): PERFORMANCE APPRAISAL

DNA(LOCAL): PERFORMANCE APPRAISAL - EVALUATION OF TEACHERS

DNB(LOCAL): PERFORMANCE APPRAISAL - EVALUATION OF CAMPUS ADMINISTRATORS

DP(LOCAL): PERSONNEL POSITIONS

EB(LOCAL): SCHOOL YEAR

EC(LOCAL): SCHOOL DAY

EEB(LOCAL): INSTRUCTIONAL ARRANGEMENTS - CLASS SIZE

EEH(LOCAL): INSTRUCTIONAL ARRANGEMENTS - HOMEBOUND INSTRUCTION

EF(LOCAL): INSTRUCTIONAL RESOURCES

EH(LOCAL): CURRICULUM DESIGN

EHBAF(LOCAL): SPECIAL EDUCATION - VIDEO/AUDIO MONITORING

EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS

EHBC(LOCAL): SPECIAL PROGRAMS - COMPENSATORY/ACCELERATED SERVICES

EHBD(LOCAL): SPECIAL PROGRAMS - FEDERAL TITLE I

EHBE(LOCAL): SPECIAL PROGRAMS - BILINGUAL EDUCATION/ESL

EHBK(LOCAL): SPECIAL PROGRAMS - OTHER INSTRUCTIONAL INITIATIVES

EHDB(LOCAL): ALTERNATIVE METHODS FOR EARNING CREDIT - CREDIT BY EXAMINATION WITH PRIOR INSTRUCTION

EHDC(LOCAL): ALTERNATIVE METHODS FOR EARNING CREDIT - CREDIT BY EXAMINATION WITHOUT PRIOR INSTRUCTION

EHDD(LOCAL): ALTERNATIVE METHODS FOR EARNING CREDIT - COLLEGE COURSE WORK/DUAL CREDIT

EHDE(LOCAL): ALTERNATIVE METHODS FOR EARNING CREDIT - DISTANCE LEARNING

EI(LOCAL): ACADEMIC ACHIEVEMENT

EIA(LOCAL): ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS

EIC(LOCAL): ACADEMIC ACHIEVEMENT - CLASS RANKING

EIE(LOCAL): ACADEMIC ACHIEVEMENT - RETENTION AND PROMOTION

EIF(LOCAL): ACADEMIC ACHIEVEMENT - GRADUATION

EL(LOCAL): CAMPUS OR PROGRAM CHARTERS

EMB(LOCAL): MISCELLANEOUS INSTRUCTIONAL POLICIES - TEACHING ABOUT CONTROVERSIAL ISSUES

EMI(LOCAL): MISCELLANEOUS INSTRUCTIONAL POLICIES - STUDY OF RELIGION

FB(LOCAL): EQUAL EDUCATIONAL OPPORTUNITY

FD(LOCAL): ADMISSIONS

FDA(LOCAL): ADMISSIONS - INTERDISTRICT TRANSFERS

FDA(LOCAL): ADMISSIONS - INTERDISTRICT TRANSFERS - PUBLIC EDUCATION GRANTS

FDB(LOCAL): ADMISSIONS - INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDC(LOCAL): ADMISSIONS - HOMELESS STUDENTS

FDE(LOCAL): ADMISSIONS - SCHOOL SAFETY TRANSFERS

FEA(LOCAL): ATTENDANCE - COMPULSORY ATTENDANCE

FNE(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - PREGNANT STUDENTS

FNF(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - INTERROGATIONS AND SEARCHES

FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FO(LOCAL): STUDENT DISCIPLINE

FP(LOCAL): STUDENT FEES, FINES, AND CHARGES

GBAA(LOCAL): INFORMATION ACCESS - REQUESTS FOR INFORMATION

GE(LOCAL): RELATIONS WITH PARENT ORGANIZATIONS

GF(LOCAL): PUBLIC COMPLAINTS

GKA(LOCAL): COMMUNITY RELATIONS - CONDUCT ON SCHOOL PREMISES

GKB(LOCAL): COMMUNITY RELATIONS - ADVERTISING AND FUNDRAISING

GKC(LOCAL): COMMUNITY RELATIONS - VISITORS

GKD(LOCAL): COMMUNITY RELATIONS - NONSCHOOL USE OF SCHOOL FACILITIES

GKDA(LOCAL): NONSCHOOL USE OF SCHOOL FACILITIES - DISTRIBUTION OF NONSCHOOL LITERATURE

GKE(LOCAL): COMMUNITY RELATIONS - BUSINESS, CIVIC, AND YOUTH GROUPS

GRA(LOCAL): RELATIONS WITH GOVERNMENTAL ENTITIES - STATE AND LOCAL GOVERNMENTAL AUTHORITIES

Deletion:

CHE(LOCAL): PURCHASING AND ACQUISITION - VENDOR RELATIONS

DEB(LOCAL): COMPENSATION AND BENEFITS - FRINGE BENEFITS

FEE(LOCAL): ATTENDANCE - OPEN/CLOSED CAMPUS

FEF(LOCAL): ATTENDANCE - RELEASED TIME

FMD(LOCAL): STUDENT ACTIVITIES - SOCIAL EVENTS

GNE(LOCAL): RELATIONS WITH EDUCATIONAL ENTITIES - EDUCATION
ACCREDITATION AGENCIES

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the board approve the Repeal of all previously adopted policies and adoption of (LOCAL) policies as prepared by TASB Policy Service as presented.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed. D.

02-18-19

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

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATION

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

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the Memorandum of Understanding between Tyler Junior College and Tyler ISD for the Early College High School partnership for the 2019-2020 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Rawly Sanchez
DeSenna M. Frazier

02-18-19



**Memorandum of Understanding
Tyler Junior College and Independent School District
For 2019-2020
Tyler Early College High School**

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

I. PREAMBLE

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

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

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

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

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

II. STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

1. GOVERNANCE:

- a. The ISD Early College High School established under this agreement is be governed by state and federal laws and regulations, and school district, and college policies requirements. The

School District shall, at its sole discretion, apply to the Texas Education Agency for the establishment and continual approval of an Early College High School designation. Failure to apply or seek approval from the Texas Education Agency shall not be a breach of this Agreement.

- b. ISD ECHS shall form a Leadership Team comprised of representatives of TJC and ISD and co-chaired by the TJC President and the ISD Superintendent or designees, which shall meet at least once a semester, or at a time mutually agreed upon by both parties, to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration. The Leadership Team shall make reports, at least annually, to their respective boards.
- c. An Advisory Committee will also be created for the purpose of establishing local, state, and national partnerships, to leverage opportunities for fund development, innovative projects, and overall sustainability. The Advisory Committee shall meet at least twice annually and shall consist of representatives from TJC, ISD, local and regional community members. The Advisory Committee and all other subcommittees established under this entity will report to the leadership team.
- d. The ISD ECHS principal will be appointed by the Superintendent of ISD, and will be an employee of the School District. The School District will be responsible for payment of benefits, if any, to the administrator, and the administrator shall not be entitled to receive employee benefits from the College, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The School District assumes full responsibility for workers' compensation insurance and for payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, Medicare and income taxes with respect to the administrator. Should the school administrator position become vacant and the need to appoint a new administrator arises, following all ISD Human Resources Policies and Procedures, TJC, upon approval by ISD, will have the opportunity to be represented on the administrator search committee and take part in the selection process. The School District agrees to assign the administrator as soon as a qualified candidate is identified and hired. An adequate number of faculty members for high school credit courses, counselor(s), clerical staff, and any other high school personnel that may be necessary, will be the responsibility of the School District.
- e. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

2. DUAL CREDIT ALIGN WITH STATE GOALS

- a. Goal 1 Outreach Regarding the Benefits Of Dual Credit
 - i. Collaboration of Information Sessions for Students and Parents
 - 1. Opportunity Fair (PTP)
 - 2. College Recruiters in Dual Credit High Schools in our region
 - ii. College Information Night (ECHS)
 - 1. Dual Credit Counselors Professional Development Spring of each year
 - 2. Dual Credit Principal Data Sharing Summer of each year
 - iii. Information available on website

1. <https://www.tjc.edu/dualcredit>
 - b. Goal 2 Success Transition To and Through Postsecondary Education
 - i. Enrollment in Postsecondary after High School
 1. Dual Credit to FTIC handoff Spring of each year
 - c. Goal 3 Advising for “Dual Credit with a Purpose”
 - i. Educate counselors on courses requested but not generally needed
 - ii. Create specific pathways for quickest transition from high school to college
 - d. Goal 4 Rigor Sufficient to Ensure Success in Subsequent Coursework
 - i. Create a Dual Credit Committee to review and make recommendations on rigor in the courses
 - ii. Pilot mentor pairings program between full time professors on the main campus and adjuncts in math and history on the high school campuses to support curriculum and pedagogy
3. **PROVISION OF COURSES:** The College will award transcript credit for Dual Credit courses that have been approved by ISD ECHS and TJC, with primary emphasis on the Core Curriculum requirements of the Associate of Arts and Associate of Science degrees. Such courses shall be evaluated and approved through the College curriculum approval process, and shall be taught at the college level. Course credit will be placed on a TJC transcript at the end of the each semester in which the course(s) are taken. These courses will be applicable to the pursuance of a baccalaureate degree.
4. **COURSES OF STUDY:** ISD ECHS and TJC shall provide a course of study that enables a participating student to receive a high school diploma and an associate’s degree or 60 semester hours towards a baccalaureate degree during grades 9-12. ECHS students shall be limited to courses within their declared major and corresponding degree plan. The College will give credit for courses taken for dual credit for which dual enrollment course agreements have been executed with primary emphasis on the Core Curriculum requirements for all Associate of Arts and Associate of Sciences degrees. ISD ECHS students will receive an academic degree plan upon the completion of a career and program of study interest inventory, which will be administered by ISD ECHS. During a student’s senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College’s suggestion of course sequencing. Such courses shall have been evaluated and approved through the official college curriculum approval process and shall be taught at the college level.
5. **COURSE COMPLIANCE:** Designated TJC personnel will monitor the quality of instruction in order to assure compliance with the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), TJC, and the School District. The College will ensure that a Dual Credit course and the corresponding course offered at the campus of the College are equivalent with respect to learning outcomes. Syllabi, course outlines, and departmental requirements will be completed by the College as determined for courses that are offered for college credit. Syllabi must be posted online by the professor no later than seven (7) days after the semester begins. TJC will designate staff personnel to monitor the quality of instruction in order to assure compliance with any dual enrollment course agreements and all applicable rules and regulations, including without limitation, the standards established by the State of Texas, Southern Association of Colleges and Schools Commission on Colleges, the Texas Education Agency, TJC, and ISD.
6. **ACADEMIC AND STUDENT SUPPORT SERVICES:**

- a. **A. ADVISING:** The College and School District shall offer comprehensive college advising services for all Early College students consisting of a general advising module, group enrollment advising using Degree Works, and face to face advising. Academic advising for each student includes interpretation of test scores, selection of a major field of study, development of an educational plan, selection of courses, confirmation of final coursework, application for graduation and interpretation of TJC course transferability and progress from an associate's degree to a bachelor's degree at a university.
https://www.tjc.edu/info/20025/academic_advising
 - b. **B. COUNSELING & STUDENT ACCOMMODATIONS:** The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008. Accommodations for a Dual Credit student will be reviewed after the student has requested accommodations through his/her Apache Access (Campus Life, Support Services, Request Accommodations) then meets with the Director of Disability Services or designee and provides the appropriate documentation. The Director of Disability Services or designee may coordinate class accommodations with the college faculty pending the outcome of discussing the request and needs with the student.
<https://www.tjc.edu/Disabilities/>
 - c. **C. STUDENT COMPLAINTS:** Student Grievance or Complaint procedures for handling student complaints, regarding the college course, are applicable to all students including those enrolled in dual credit courses. Early College students with complaints shall follow the procedures as stated in the *Student Grievance or Complaint* as published in the College Student Handbook.
https://www.tjc.edu/info/20017/consumer_information/267/grievance_and_complaint_procedures/1
 - d. **D. TUTORING SERVICES:** Peer and professional tutoring are available at no charge to TJC students for subjects in which the student is currently enrolled.
http://www.tjc.edu/info/2004379/apache_tutoring
 - e. **E. LIBRARY SERVICES:** Library services, databases and subject guides are available to TJC students currently enrolled. <http://www.tjc.edu/info/2004235/library>
7. **COMPOSITION OF CLASS:** To ensure curricular consistency as well as college-level academic rigor, co-seating of Dual Credit students with non-Dual Credit students is not allowed in TJC Dual Credit classes unless there is a "clear and compelling reason" for doing so (SACSCOC). The justification should be curricular or academic in nature.
- Any school wishing to co-seat other students in a TJC Dual Credit class must submit a request and/or justification in writing at least forty-five (45) days prior to the beginning of the term to the TJC department chair who is responsible for the course. If approved by the department chair, the request must then be submitted to the division dean for consideration. Any request approved both by the department chair and the dean must be submitted to the provost for final approval.
8. **CURRICULUM ALIGNMENT:** The ISD ECHS and TJC shall maintain curriculum alignment for each academic degree plan. The ISD ECHS will provide TJC with programs of study interest. The College will regularly update the ISD ECHS counselor and administrator regarding TJC curriculum changes. The ISD ECHS is responsible for ensuring that state course requirements for high school graduation are fulfilled by ISD ECHS students.
9. **ADMINISTRATION OF STATEWIDE INSTRUMENTS AND COLLEGE ASSESSMENTS:** The ISD ECHS shall comply with State Board of Education rules regarding

administration of the assessment instruments as required by Subchapter B, Chapter 39 and shall adopt a policy that requires a student's performance on an end-of-course assessment instrument for a course listed in this subsection in which the student is enrolled when required by the state and/or TJC's Institutional Effectiveness department. In addition, ISD must administer the Texas Success Initiative (TSI) college placement exam beginning with (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able to do so.

10. FACULTY: With the exception of professors for courses that only offer high school credit, all faculty must meet the academic requirements of TJC as outlined by the Southern Association of Colleges and Schools Commission on Colleges faculty credentialing requirements. A criminal background check must be provided for all professors as required by Texas Government Code Chapter 411. The approval process for a ISD faculty member who may teach a dual enrollment course will be consistent with the standards used to hire a faculty member for the course taught on the TJC campus. The College has full authority to interview and approve all faculty members intending to teach a course that offers college credit ("college course"). TJC must give final approval of all faculty intending to teach dual credit courses based on credentials, teaching experience, presentation, subject knowledge and other instructional factors related to the subject matter. The College requires each professor to meet the College's academic requirements for that course, and the ISD to require the class has a recommended enrollment.

- a. Maintaining the required individual class size as established by TJC. A minimum enrollment of fifteen (15) students is expected with maximum enrollments as indicated below. Exceptions to enrollment minimum and maximum allotments require TJC Department Chair/Dean approval. Other departments have maximums and should be checked prior to registration.
 - 1) ARTS - 25
 - 2) DRAM - 25
 - 3) ENGL - 25
 - 4) EDUC - 30
 - 5) FOREIGN LANGUAGE - 18
 - 6) HIST/GEOG – 35
 - 7) GOVT/ECON – 35
 - 8) LIFE/PHYSICAL SCIENCES – varies by course; per TJC department chair
 - 9) MATH – varies by course; per TJC department chair
 - 10) MUSI-25 varies by course
 - 11) SOCI/PSYC – 40
 - 12) SPCH – 25
- b. Faculty are required to follow the departmentally established syllabi, timelines and weighting of course assignments/testing/labs to maintain the integrity of college courses.
- c. In the event that an extended administrative/FMLA/sick leave of more than 3 days or cumulative absences that extend more than 3 days over a semester involves an ISD employee/TJC adjunct, it is the responsibility of the School District to inform the College Provost within 24 hours.
- d. Faculty are required to maintain college credit grades in the current gradebook/system at the college. Faculty are required to complete TJC's online or face to face gradebook training

before classes begin. All full time and adjunct faculty are required to maintain the grading rubric set by the specific TJC department. Faculty are required to deliver mid-term and final grades within 72 hours to the designated person at the school district.

- e. Faculty are required to administer and evaluate student assessment materials as well as collect and report data to the department chair.

The School District will provide and will be solely responsible for the evaluation, assessment, and approval of professors and staff for high school credit-only courses. TJC acknowledges and understands that nothing in this Agreement is intended to give TJC any authority to employ or release any employee of ISD, and that any decisions regarding the employment of ISD employees may only be made by, and are at the sole discretion of the School District.

11. GRADING PERIODS AND POLICIES:

- a. It is the responsibility of TJC to ensure that grading policies are outlined in each professor's course syllabus. ISD ECHS students will be informed by the professor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. ISD ECHS students struggling to maintain a passing grade will be advised by the professor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course or the ISD ECHS program.
- b. All grade reports for students will be produced and disseminated electronically through the student portal of TJC no later than 72 hours (3 business days) following the end of TJC's academic semester. Semester and cumulative GPA's will be reflected on grade reports. All transcript corrections are updated prior to the next grade reporting period. It is the responsibility of the College Registrar to ensure that all applicable security and confidentiality requirements for the reporting and posting of grades and the maintenance of transcripts are met.
- c. The ISD ECHS shall follow ISD policy as to the weighing system for the college grade for the ISD ECHS student's final high school grade point average (GPA). ISD ECHS students are expected to meet academic standards for coursework completed through TJC. Students who fail to maintain a cumulative grade point average (GPA) of 2.00 (C average) are considered scholastically deficient and can be placed on Early Academic Alert, Academic Probation or Academic Suspension as deemed appropriate by the College or ISD ECHS. All grade points earned by a student will be included in the computation of the current semester grade point average. All grade points earned by a student will be included in the computation of the College's cumulative grade point average. In the case of a repeated course, the last grade recorded will be used in the computation. Good Standing, Early Academic Alert, Academic Probation and Academic Suspension are determined each regular (Fall or Spring) semester on the basis of the student's current semester grade point average and academic standing requirements as listed in the College's Academic Catalog. Early Academic Alert, Academic Probation and Academic Suspension at the College may last for one regular fall or spring semester. Students placed on Early Academic Alert, Academic Probation and Academic Suspension may enroll in summer sessions at their own personal cost for the purpose of raising their cumulative GPA to the level required for Good Standing. This may be done only in compliance with the policies set forth in the TJC Academic Catalog, under the

Academic Standing section. Continued enrollment in the ECHS and College will be evaluated according to the process developed by the ISD ECHS and TJC.

- d. ISD ECHS students registering for a course for which they have earned a grade of D, F, or W through the College, will be required to participate in mandatory advising/counseling which will be administered by ISD ECHS and comply with the stated provisions of the College. Students refusing to participate in mandatory advising will have an administrative hold placed on their records. The hold, which will prevent subsequent registration in the ISD ECHS, will be removed upon completion of the mandatory advisement session.
- e. Students registering more than two times for a course for which they previously have earned a grade of D, F, or W at the College will be limited to enrolling in no more than 13 credit hours during the fall and spring semesters and seven credit hours during each of the summer semesters. This process will be monitored by ISD ECHS. Exception to the credit hour limit will require the approval of TJC.

The following grading system is used at Tyler Junior College:

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

12. PROFESSIONAL DEVELOPMENT FOR ECHS FACULTY: The ISD ECHS and TJC shall provide opportunities for ECHS teachers and higher education faculty to collaborate through planning, teaching, and professional development. The ISD ECHS will provide common planning time for ECHS instructional faculty and other appropriate staff, including school leaders and, when possible, higher education faculty. Teacher mentoring and professional development will be made available where necessary by TJC. When possible, TJC shall participate and create professional development opportunities for ISD ECHS faculty, including adjunct and Dual Credit faculty training each semester.

13. FACILITIES, TEACHING ENVIRONMENT, COLLEGE COURSES: Early College courses included in this Memorandum will be taught on the School District's campus, the TJC campus, or by distance education. For Early College courses taught exclusively to high school students on the high school campus and for Early College courses taught electronically, Tyler Junior College shall comply with applicable rules and procedures for offering courses at a distance as related to *Approval of Distance Education Courses and Programs for Public Institutions* and *Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions*. In addition, Dual Credit courses taught electronically shall comply with the *Principles of Good Practice for Courses Offered Electronically*.

- a. **FACILITIES:** The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction that includes the following: School District will

could vary from the rate listed to agree with the maximum mileage reimbursement rate set by the state.

16. BOOKS, DIGITAL RESOURCES AND SUPPLEMENTAL MATERIALS: All textbooks (printed or digital resources), lab equipment, software, materials and supplemental materials needed for ISD ECHS students taking Dual Credit courses and regular college courses will be the responsibility of the School District and shall be the current textbook as adopted by the College. The School District will also be responsible for purchasing all textbooks, supplemental materials, supplies, and operational equipment required for high school credit only classes, and will provide them to students enrolled in the ECHS program. The College approves and updates textbooks on a three (3) year cycle. Textbooks purchased by the ISD ECHS for college courses taught as part of the Early College High School academic program must be the same. The ISD ECHS may use a text for a minimum period of three (3) years from the date of purchase if bought in the first year of the approved cycle. In some cases, there is a two year cycle (government). It is the ISD's responsibility to verify the textbook being ordered is the most recently approved text. Special requests and other options must be worked out in advance with the department chair. Digital Resources attached to the student's account will be invoiced to the School District.

17. INSTRUCTIONAL CALENDAR: The instructional calendar of the ISD ECHS will contain and reflect all of the College's major holidays and campus closings. The ISD ECHS will incorporate a flexible calendar to maintain the instructional integrity for both State and College instructional requirements. All ECHS students are required to adhere to the same academic calendar as the TJC main campus.

18. STUDENT ENROLLMENT: The College will assist with enrollment for all students who are qualified and wish to enroll in academic Dual Credit courses. ECHS students must meet the same requirements and prerequisites as all students of the College must do. The parties acknowledge that students will be qualified through acceptable PLAN, PSAT, SAT, ACT, STAAR or TSI scores. ECHS students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

Subject Area	TSI Fall 2017	STAAR (EOC)	Course Placement
READING	351	English 2 EOC 4000+ and attempt TSI Reading	College Reading Standard
WRITING	5 or 4/340	English 2 EOC 4000+ and attempt TSI Writing	College Writing Standard
MATH	350	Algebra 1 EOC 4000+ and Alg2 pass and attempt TSI Math	College Math Standard

Enrollment in Dual Credit courses is contingent upon ECHS students maintaining scholastic progress standards as outlined in the TJC Academic Catalog. In addition, an ECHS student who is indebted to TJC will not be allowed to register until all financial obligations due to the College are cleared. The ECHS administrator's office and Counseling Center, working with the College's Early College High School Programs and Service Office, will maintain a schedule of courses that will be offered to every cohort class for planning and advising and share information regarding student enrollment.

19. STUDENT ATTENDANCE POLICIES: ECHS students will be required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or

inclement weather or when related to state-mandated assessment days), are in violation of the contract between the ECHS, the College and the Texas Higher Education Coordinating Board (THECB). Students absent from TJC classes due to competitive athletic events including but not limited to football, tennis, basketball, baseball/softball, volleyball and soccer, and competitive academic extracurricular high school activities including but not limited to One Act Play, Academic Decathlon, UIL competitions and Speech/Debate tournaments, abide by the same policies as all other TJC students in giving prior notice to the professor and submitting or completing assignments before the absence.

20. **STUDENT CONDUCT:** ECHS students will be required to adhere to the regulations of the College regarding facilities and equipment usage, TJC and ISD codes of conduct and policies, and are subject to appropriate action taken by the School District and the College.
21. **SAFETY:** If any high school student, professor, or administrator should experience an accident or sudden illness while on the premises of the College, the response to such incidents will be based upon the guidelines and operational procedures of the School District and the regulations of the College as well as any other agreements between the two entities.
22. **TRANSPORTATION:** The School District will provide transportation for students of the School District to and from TJC as students participate in Dual Credit classes. The School District will also provide transportation to the TJC campus for learning field trips and orientation sessions, which will facilitate personal growth for the students in preparation for the academic endeavors of the program.
23. **FOOD SERVICES:** The School District will provide for all student, faculty and staff meals as required and appropriate under State and Federal law and School District rules and procedures.
24. **HUMAN RESOURCES DEPARTMENT, DATA PRIVACY and SHARING AGREEMENT:** The School District will collaborate with the College to ensure that all School District Faculty applying to teach in the Dual Credit/Early College Program meet the credential requirements as stated in the College's Board Policy. The School District is required to submit all documents for the hiring process to the Human Resources Department and Department Chair, as well as agree to full information sharing in the event of an investigation of a personnel matter regarding Dual Credit/Early College Faculty.
 - a. Any non-academic complaints or concerns against or removals of Dual Credit/Early College Faculty teaching a College course are required to be reported to the appropriate Department Chair, Dean, and the College's Office of Human Resources to the attention of Human Resources Assistant Director of Employee Relations and Compliance for investigation.
 - b. The School District will comply with Title IX of the Education Amendments 1972 regulations as stated in the College's Board Policy, Freedom from Discrimination, Harassment, Retaliation and Sexual Misconduct and the School District Title IX policy in resolving complaints.
 - c. The College and the School District will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.
 - d. Any termination or suspension of employment with the ISD will automatically cause termination or suspension from the College.
 - e. TJC reserves the right to no longer employ/use a dual credit professor employed by the School District who refuses to abide by TJC departmental and college standards or who continues to exhibit poor performance and poor evaluations.

25.

26. DATA SHARING AGREEMENT: The School District and TJC agree to collect data associated with Early College as required for reporting purposes and to share the data with the appropriate agencies or needed for internal purposes for use by either entity. The School District, and TJC's School District Partnerships and Research departments will be the primary point of contact for all data collection for their respective institutions. In addition, the School District and TJC agree to share any data required for the successful completion of the early College students' graduation plans. When applicable, TJC's Institutional Review Board (IRB) will be conferred with when requesting and sharing data. When selected, the School District's dual credit students will participate in instruction success and faculty satisfaction surveys and other local or national surveys administered to the School District's students. The School District and TJC will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; number of credit hours dropped; GPAs; state assessment results; SAT/ACT, PSAT; CLEP, TSI readiness by grade level; qualifications of the School District staff; and location(s) where courses are taught, grades, disability services / documentation, and any other data needed to provide appropriate services for the student's education. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: TJC's data; the School District's data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level.

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

28. EVALUATION: The School District and TJC will develop a plan for yearly evaluation of the ECHS program that will include, but not limited to, attendance and retention rates, GPA of high school-credit only courses and college courses, satisfactory progress in college courses, adequate progress toward the college-readiness of the students in the program, articulation of high school students into four year colleges and universities, attrition rates by grade level and student participation in activities at the College.

29. DISCONTINUATION OF ECHS OPERATION: Should the School District or the College elect to discontinue the operation of the ECHS, the provision for serving the students will include the following:

- a. The ECHS may discontinue operation at the end of the school year in which only 9th and 10th grade cohorts are enrolled. ECHS students in the 9th and 10th grade will be received by the School District.
- b. An ECHS with 11th and 12th grade cohorts must continue operation through that cohort's scheduled graduation from the ECHS but may elect not to enroll any additional students in the ECHS, unless such students would be added to already existing cohorts within the ECHS. While in the process of discontinuing operation, the ECHS must continue to meet all applicable standards and regulations as mandated by the Texas Education Agency (TEA).

30. AMENDMENT: The parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms

of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

31. **TERM, RENEWAL AND TERMINATION OF AGREEMENT:** This MOU, for the operation of ISD Early College High School will be in effect through August 31, 2020, pending continued approval and reaffirmation by TEA. This Agreement will be reviewed on an annual basis and the parties may mutually agree to renew the MOU for a successive one (1) year term. During any fiscal year, the College and/or the School District reserves and has the right to terminate this MOU upon service of written notice to the other party no later than the first business day in November. If notice of termination is given, the contract will terminate at the end of the fall semester in that fiscal year during which the terminating party gives the other such written notice and after the provisions for serving students through the discontinuation process of ISD ECHS, as outlined in this MOU, have been fulfilled.
32. **CONFIDENTIALITY OF STUDENT RECORDS:** The Parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. If a student authorizes the parent(s) to view and discuss their grades, attendance, and other necessary information, the parent(s) will be allowed to confer with TJC faculty, administration and employees. This authorization release is found on the Dual Credit Registration form. In accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA and School District Board Policy series FL.
33. **STUDENT DIRECTORY INFORMATION:** Upon enrolling in a Dual Credit course, the student's information will become part of the College's student directory information and subject to the Texas Public Information Act. Students will be able to designate release of directory information at both the College and ISD ECHS. Collecting and sharing data between the College, ISD, ECHS, and the School District will follow College and the School District procedures and policies to provide support for decision making processes.
34. **SEVERABILITY:** If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
35. **NON-DISCRIMINATION:** Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Agreement is prohibited.
36. **NOTICES:** Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

Tyler Independent School District
Dr. Marty Crawford, Superintendent
1319 Earl Campbell Parkway
Tyler, TX 75701

Tyler Junior College
Dr. Mike Metke, Chancellor
P. O. Box 9020
Tyler, TX 75711

- 37. TEXAS LAW TO APPLY:** This agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action arising from this Agreement will lie in the state courts located in Smith County, Texas. TJC agrees that it will not file any lawsuit against ISD without first having exhausted the complaint procedure outlined in the ISD Board Policy Manual, which is hereby amended for purposes of this Agreement to provide ninety days for the filing of an initial complaint.
- 37. FORCE MAJEURE:** Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.
- 38. CAPTIONS:** The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.
- 39. AUTHORITY:** The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.
- 40. COMMITMENT OF CURRENT REVENUES ONLY (NO APPROPRIATION)**
In the event that during any term hereof, the governing body of any party anticipates not appropriating, or does not appropriate, sufficient funds earmarked to meet the obligations of such party for a succeeding fiscal year, the non-appropriating party covenants to give written notice of non-appropriation to the other party. Such notice shall entitle both parties to terminate the agreement for the subsequent fiscal year beginning September 1st. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of the Tex. Loc. Govt. Code Ann. §271.903.
- 41. INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH PARTIES WILL AND DO HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH RESPECTIVE COUNSEL, AND HOLD HARMLESS THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM EITHER PARTY'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF EITHER PARTY, ANYONE DIRECTLY EMPLOYED BY EITHER PARTY OR ANYONE FOR WHOSE ACTS AS EITHER PARTY MAY BE LIABLE. THE PROVISIONS OF THIS

SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITY HAS BY LAW OR EQUITY.

42. **VENUE; GOVERNING LAW:** Smith County, Tyler Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
43. **PUBLIC INFORMATION:** TJC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.
44. **CONFIDENTIALITY AND SAFEGUARDING OF TJC RECORDS; PRESS RELEASES; PUBLIC INFORMATION:** Under this agreement the School District may: (1) create, (2) receive from or on behalf of TJC, or (3) have access to, records or record systems (collectively, "TJC Records"). Among other things, TJC Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102), the Texas Identity Theft Enforcement and Protection Act (ITEPA), and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA). If TJC records are subject to FERPA, (1) TJC will designate the School District as a TJC official with a legitimate educational interest in TJC records, and (2) the School District will acknowledge that its improper disclosure or re-disclosure of personally identifiable information from TJC records will result in the School District's exclusion from eligibility to contract with TJC for at least five (5) years. The School District represents, warrants, and agrees that it will: (1) hold TJC records in strict confidence and will not use or disclose TJC records except as (a) permitted or required by this Agreement, (b) required by applicable laws, or (c) otherwise authorized by TJC in writing; (2) safeguard TJC records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which the School District protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that TJC records are safeguarded and the confidentiality of TJC records is maintained in accordance with all applicable laws, including FERPA, ITEPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with TJC's rules, policies, and procedures regarding access to and use of TJC's computer systems. At the request of TJC, the School District agrees to provide TJC with a written summary of the procedures used to safeguard and maintain the confidentiality of TJC records.
45. **NOTICE OF IMPERMISSIBLE USE:** If an impermissible use or disclosure of any TJC records occurs, the School District will provide written notice to TJC within one (1) business day after the School District's discovery of that use or disclosure. The School District will promptly provide TJC with all information requested by TJC regarding the impermissible use or disclosure.
46. **RETURN OF TJC RECORDS:** The School District agrees that within thirty (30) days after the expiration or termination of this Agreement for any reason, all TJC records created or received from or on behalf of TJC will be (1) returned to TJC, with no copies retained by School District; or (2) if return is not feasible, records will be destroyed. Twenty (20) days before destruction of any TJC records, the contractor will provide TJC with written notice of the School District's intent to destroy TJC records. Within five (5) days after destruction, the School District will confirm to TJC in writing of the destruction of TJC records. Any such destruction will be done in compliance with the requirements of ITEPA or the Gramm-Leach Bliley Act.

47. COMPLIANCE WITH LAW: The School District is aware of, fully informed about, and in full compliance with its obligations under all applicable, federal, state and local laws, regulations, codes, ordinances, and orders with those of any other body or authority having jurisdiction (“**Applicable Laws**”), including Title VI of the *Civil Rights Act of 1964*, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), *Vietnam Era Veterans Readjustment Act of 1974*, as amended (41 CFR 60-250), *Rehabilitation Act of 1973*, as amended (41 CFR 60-741), *Age Discrimination Act of 1975* (42 USC 6101 et seq.), *Non-segregated Facilities* (41 CFR 60-1), *Fair Labor Standards Act of 1938*, Sections 6, 7, and 12, as amended, *Immigration Reform and Control Act of 1986*, *Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals* (PL 95-507), *Americans with Disabilities Act of 1990* (42 USC 12101 et seq.), *Civil Rights Act of 1991*, *Occupational Safety and Health Act of 1970*, as amended (PL 91-596), *Immigration and Nationality Act* (8 *United States Code* 1324a), and all other applicable laws. The School District represents and warrants that neither the School District nor any firm, corporation or institution represented by the School District, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or Federal antitrust laws, or (2) has communicated directly or indirectly the content of the School District’s response to TJC’s procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

48. TOBACCO FREE POLICY: TJC provides a friendly, tobacco-free environment at all of its campuses and satellite facilities.

49. WEAPONS POLICY: Texas Penal Code 46.03 Places Weapons Prohibited and Penal Code 46.035 Unlawful Carrying of a Handgun by License Holder identify premises where handguns are not permitted by Texas Statutes.

A person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, illegal knife, club or prohibited weapon listed in Section 46.05 (a) on the physical premises of a school or educational institution, any grounds or building on which an activity sponsored by a school or education institution is being conducted or a passenger transportation vehicle of a school or educational institution, whether the school or educational institution is public or private.

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

50. LIMITATIONS: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF A SCHOOL DISTRICT AND TJC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON A SCHOOL DISTRICT AND TJC’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND

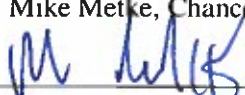
CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON A SCHOOL DISTRICT AND TJC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

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

IN WITNESS THEREOF, the parties have duly approved this MOU, executed in duplicate originals on this _____ day of February 2019.

TYLER JUNIOR COLLEGE

By: 
Dr. Mike Metke, Chancellor, Tyler Junior College

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

TYLER INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Marty Crawford, Superintendent of Schools or designee, Tyler Independent School District

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

EXHIBIT A
Tuition and Fees for Dual Credit Students
For FY 2019-2020
(Fall 2019, Spring 2020, Summer 2020)

	Dual Credit	Online	TJC Main	FY 2019-2020
DUAL CREDIT TUITION/FEES:				
Dual Credit tuition (in TJC tax district) per course				\$175
Dual Credit tuition (out of TJC tax district) per course				\$275
Fee for students attempting a course three or more times	X	X	X	\$75 per credit hr + tuition/fees
Late Processing Fee per course per student after Census Day	X	X	X	100.00
DIFFERENTIAL TUITION OFFERED ON A TJC CAMPUS				
Culinary Arts	X		X	Additional fees apply
Emergency Medical Technology				Additional fees apply
EMSP 1166 -Emergency Medical Technology/Technician Practicum	X	X	X	298.00
EMSP 1167-- Emergency Medical Technology/Technician Practicum	X	X	X	388.00
COURSE INCLUSIVE ACCESS FEES:				
ACCT 2301-Principles of Financial Accounting	X	X	X	105.00
ACCT 2302-Principles of Managerial Accounting	X	X	X	105.00
ACNT 2311-Managerial Accounting	X	X	X	105.00
BCIS 1405-Business Computer Applications	X	X	X	75.00
BIOL 1322-Nutrition and Diet Therapy	X	X	X	80.00
COSC 1301-Introduction to Computing	X	X	X	100.00
HITT 1305-Medical Terminology		X	X	68.00
HUMA 1301-Introduction to Humanities		X		60.00
WLDG 1204 Fundamentals of Oxy-Fuel Welding and Cutting	X		X	15.00
DUAL CREDIT REIMBURSEMENT OF COSTS:				
School Districts Requesting TJC Faculty to teach Dual credit courses per course per semester				Recovery of faculty salaries, fringe benefits, mileage and other associated costs and processing fees

Pending approval on March 1, 2019. This document will change and an addendum will be coming.

EXHIBIT B
Course Equivalency Crosswalk

Course Number	Tyler Junior College Course Title	High School TEKS Course	College Credit	HS Credit
Academic Course Guide				
Business				
ECON 2301	Principles of Macroeconomics	Economics	3	0.5
ECON 2302	Principal of Microeconomics	Advanced Economics	3	0.5
Communications				
SPCH 1315	Public Speaking	Public Speaking	3	0.5
SPCH 1321	Business & Professional Communication	Professional Communications	3	0.5
English/Language Arts				
ENGL 1301	Composition and Rhetoric	English 3 or English 4	3	0.5
ENGL 1302	Composition and Intro to Literature		3	0.5
ENGL 2311	Technical and Business Writing	English 3B/4B or Research/Technical Writing		0.5
ENGL 2332	World Literature	English 4 if ENGL 1301 complete	3	0.5
ENGL 2333	World Literature		3	0.5
HUMA 1301	Introduction to Humanities	English 4A or 4B or Humanities		0.5
Fine Art				
ARTS 1301	Art Appreciation	Art 1	3	1
DANC 2303	Dance Appreciation I	Dance 1	3	1
DRAM 1310	Introduction to Theatre	Theatre Arts 1	3	1
MUSI 1306	Music Appreciation	Music Appreciation 1	3	1
Foreign Language				
SPAN 1411	Beginning Spanish	Spanish 1 or 2	4	1
SPAN 1412	Beginning Spanish	Spanish 2 or 3	4	1
SPAN 2311	Intermediate Spanish	Spanish 3 or 4	3	1
SPAN 2312	Intermediate Spanish	Spanish 4 or 5	3	1
Mathematics				
MATH 1314	College Algebra	Independent Studies or Pre-Calculus A	3	1
MATH 1316	Trigonometry	Independent Studies or Pre-Calculus B	3	0.5
MATH 1332	Contemporary Math (Quantitative Reasoning)	Advanced Quantitative Reasoning	3	0.5
MATH 1342	Statistics/Statistical Methods	Independent Studies or Pre-Calculus A or B	3	0.5
MATH 2412	Pre-Calculus	Independent Studies or Pre-Calculus A or B	4	1
MATH 2413	Calculus I	Independent Studies	4	1
MATH 2414	Calculus II	Independent Studies	4	1
Natural Sciences				
BIOL 1406	Biology for Science Majors I	Biology	4	0.5
BIOL 1407	Biology for Science Majors II		4	0.5
BIOL 1408	Biology for Non Science Majors I	Biology	4	0.5
BIOL 1409	Biology for Non Science Majors II		4	0.5
BIOL 2404	Introduction to Anatomy & Physiology	Intro to Anatomy and Physiology	4	0.5

BIOL 2401	Anatomy & Physiology I	Anatomy & Physiology I	4	0.5
BIOL 2402	Anatomy & Physiology I	Anatomy & Physiology II	4	0.5
BIOL 2406	Environmental Biology	Earth & Space Science	4	0.5
Physical Sciences				
GEOL 1403	Physical Geology	Earth & Space Science	4	0.5
GEOL 1404	Historical Geology	Earth & Space Science	4	0.5
PHYS 1403	Stars and Galaxies	Astronomy or Earth & Space Science	4	1
PHYS 1404	Solar System	Astronomy or Earth & Space Science	4	1
Social Sciences				
GOVT 2305	American Government (Federal)	US Government	3	0.5
GOVT 2306	Texas Government	Special Topics in Social Studies (1/2)	3	0.5
HIST 1301	United States History I	US History	3	0.5
HIST 1302	United States History II			0.5
HIST 2311	Western Civilizations 1	Advanced Social Studies A or B	3	0.5
PSYC 2301	General Psychology	Psychology	3	0.5
PSYC 2314	Lifespan Growth & Development	Human Growth and Development	3	1
SOCI 1301	Introduction to Sociology	Sociology	3	0.5
Electives				
PHED 1304	Personal/Community Health	Health Education	3	0.5
COSC 1301	Introduction to Computing	Principal of Information Technology	3	1
BCIS 1405	Business Computer Applications	Business Information Management 1	4	1
COMM 1307	Introduction to Mass Communication	Visual Media	3	0.5
BIOL 1322	Nutrition & Diet Therapy	Lifetime and Wellness	3	0.5
CRIJ 1301	Introduction to Criminal Justice	Law Enforcement 1	3	1
CRIJ 1306	Court Systems and Practices	Court Systems and Practices	3	1
CRIJ 1310	Fundamentals of Criminal Law	Principles of Law, Public Safety, Corrections & Security	3	1
CRIJ 2313	Correctional Systems and Practices	Correctional Services	3	1
CRIJ 2328	Police Systems and Practices	Law Enforcement 2	3	1
PSYC 2319	Social Psychology	Special Topics in Social Studies	3	0.5
SOCI 1306	Social Problems	Special Topics in Social Studies	3	0.5
SOCI 2301	Marriage and Family	Advanced Social Studies	3	0.5
SOCI 2319	Minority Studies	Special Topics in Social Studies	3	0.5
SOCI 2340	Drug Use and Abuse	Social Studies Research	3	0.5

**Course Request Form
For FY 2018-2019
(Fall 2018, Winter 2018, Spring 2019, Summer 2019)**

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**PLEASE ATTACH A COPY OF YOUR COMPLETED
COURSE REQUEST FORM
FOR EACH SITE IN YOUR DISTRICT.**

Subject: District of Innovation Teacher Certifications Granted

BACKGROUND INFORMATION

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

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

ADMINISTRATIVE CONSIDERATION

As Tyler ISD continues its quest for highly effective educators, consideration has been given to qualified applicants who meet the requirements for district certification. For the Spring 2019 school semester, a total of Forty-Six (46) district level certificates were granted:

<u>Level</u>	<u>Number of Certifications Offered</u>	<u>Schools</u>	<u>Subjects</u>
Elementary	7	Austin Orr Dixie Douglas Griffin Jones	1st Grade Music 5th Grade 4th Grade, 1st Grade 5th Grade Music
Secondary	39	Boulter Hubbard Moore Three Lakes John Tyler Robert E. Lee DAEP ECHS RISE Career & Technology	Physical Education 6th Social Studies, 7th Social Studies, 6th Math 7th Math, Keyboarding 7th Science, 7th Social Studies History, (4) Math, (3) Spanish, English, Chemistry, Physics, IPC History, Math, (2) English, Spanish, American Sign Language, Engineering, Science Science English Social Studies , Math Information Technology, Diesel Technology, Communications, Math, Health Sciences, Economics, Marketing

ACTION REQUIRED

Information Only

CONTACT PERSONS

Ronald K. Jones
Laura Cano

02-18-19