

AGENDA

for the

Regular Meeting

of the

Board of Trustees

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

June 17, 2019

**REGULAR BOARD MEETING
Executive Session 5:30 P.M.
Regular Session 7:00 P.M.**

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

Notice is hereby given that on Monday, June 17, 2019, the Board of Trustees of the Tyler Independent School District will hold a regular meeting at (Executive Session at 5:30 p.m. and Regular Session at 7:00 p.m.) at the Jim Plyler Instructional Complex, 807 W. Glenwood, Tyler, Texas. The subjects to be discussed are listed on the agenda which is attached to and made a part of this Notice.

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

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

Texas Government Code Section:

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

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

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

**TYLER INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

June 17, 2019

**REGULAR BOARD MEETING
Executive Session 5:30 P.M.
Regular Session 7:00 P.M.**

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

AGENDA

- I. Call to Order
- II. First Order of Business - Announcement by the Chairman as to the presence of a quorum, that the meeting has been duly called and that notice of the meeting has been posted in the time and manner required.
- III. Executive Session will be held for the purposes authorized by the Texas Open Meetings Act, Texas Government Code Section 551.071 et seq. concerning any and all purposes permitted by the Act.
 - A. Texas Government Code Section 551.071
For the purpose of a private consultation with the board's attorney on all subjects or matter authorized by law.
 - I. When the governmental body seeks the advice of its attorney about pending or contemplated litigation or a settlement offer or
 - II. On a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
 - III. Consider legal advice regarding personnel and related action items.
- B. Texas Government Code Section 551.072
 - I. Discussing purchase, exchange, lease, or value of real property
- C. Texas Government Code Section 551.074
For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.
 - I. Consider hiring 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.)
 - III. Consider parental complaint under Texas Education Code Chapter 28 and District Policy FNG
- 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 - Rev. Hager	
VI. Consider action on items discussed in Executive Session	
A. Consider board approval of hiring, accepting resignations/retirements of professional personnel.	6
B. Consider renewals, non-renewals and terminations of contracts for professional personnel.	
C. Consider parental complaint under Texas Education Code Chapter 28 and District Policy FNG	
VII. Approval of Minutes	
A. Approve Minutes of Board Workshop - May 14, 2019	7
B. Approve Minutes of Regular Meeting - May 20, 2019	12
VIII. Continuous Improvement	
A. T-TESS/Walkthrough Evaluation Data for 2018-2019	15
B. State Assessment of Academic Progress End of Course (EOC) and College, Career, and Military Readiness (CCMR) Results	16
IX. 30 Minutes Public Participation	
X. Business/Legal/Finance/Consent Agenda	
A. Consider approval of 2018-2019 Amended Budget	17
B. Consider approval of Gifts and Donations	20
C. Consider approval of Memorandum of Understanding between the Tyler Independent School District Foundation and the Tyler Independent School District	21
D. Consider approval of Agreement with Population and Survey Analysts for Demographic Study Update	24
E. Consider approval of an Agreement with the City of Tyler and Tyler Economic Development Council for Demographic Study Update	26
F. Consider approval of Delegate/Alternate for TASA/TASB Convention	27
G. Consider approval of Workers' Compensation Renewal	28
H. Consider approval of Additional Educational Consultants (Vendor List)	30
I. Consider approval of Purchase of Interactive Flat Screens for John Tyler High School and Robert E. Lee High School	32
J. Consider approval of Purchase of Furniture and Equipment for John Tyler High School and Robert E. Lee High School	34
XI. Curriculum/Instruction/Consent Agenda	
A. Consider approval of Contract with Mach B Technologies, Inc. for Edugence Software	35
B. Consider approval of Agreement with University of Texas Houston - Children's Language Institute	37
C. Consider approval of Memorandum of Understanding with Tyler Junior College for the 2019-2020 Dual Credit Program	38
D. Consider approval of Memorandum of Understanding with Tyler Junior College for 2019-2020 College Preparatory Mathematics and English Language Arts Courses (TSI)	67

E. Consider approval of Shared Service Agreement Contract Renewal for the Tyler Regional Day School Program for the Deaf	73
F. Consider approval of 2019-2020 Student Athletic Insurance	88
G. Consider approval of Off Campus PE Program	90
H. Consider approval of Memorandum of Understanding with The Mentoring Alliance	92
I. Consider approval of District Wide Full-Day Pre-Kindergarten	99
XII. Superintendent's/Staff Reports	
A. Budget/House Bill 3 Update	101
XIII. Future Business	
A. July 15, 2019 - Wayne D. Boshears Center for Exceptional Programs Graduation	
B. July 22, 2019 - Regular Meeting	
XIV. 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

06-17-19

MINUTES OF BOARD WORKSHOP MEETING

The Board of Trustees of the Tyler Independent School District held a board workshop meeting on Tuesday, May 14, 2019, at the Jim Plyler Instructional Complex. The president called the meeting to order at 11:04 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, Jr., president; Wade Washmon, vice president; Andy Bergfeld, Aaron Martinez, Rev. Orenthia Mason, Dr. Patricia Nation, and Jean Washington.

Administrators present were Dr. Marty Crawford, superintendent; Tosha Bjork, Kevin Bogue, Gary Brown, Jan Coker, Dr. Julie Davis, Dr. Christy Hanson, Shauna Hittle, Ronald Jones, Dawn Parnell, Rawly Sanchez and Johnita Ward.

John C. Hardy, school attorney was present.

Dr. Crawford presented the board with the election returns provided by the Smith County Election Administrator. The administration recommended the board approve the canvass of the votes from the May 4, 2019, trustee election as presented and issue Certificates of Election to Wade Washmon as trustee for Single Member District 1, Freeman Sterling as trustee for Single Member District 3, and Rev. Fritz Hager. as trustee for Single Member District 6 for a term of three years. A precinct by precinct report is attached as Exhibit "A."

Rev. Mason made a motion that the Board, as the canvassing authority for the General Trustee Election approve the canvass of the results of the May 4, 2019 General Trustee Election. The motion was seconded by Mr. Bergfeld and passed by a vote of 7-0.

Gina Orr, a notary public, administered the Oath of Office individually to the newly elected trustees, Wade Washmon, Freeman Sterling, and Rev. Fritz Hager.

Mrs. Washington stepped down and Mr. Freeman took the seat as the trustee for District 3. The superintendent and the board thanked Mrs. Washington for her many years of service to the district.

Board Policy BDAA (Local) requires the Board to reorganize at the first meeting after each election and qualification of trustees.

Regarding the reorganization, Rev. Mason made a motion to elect Wade Washmon as board president. The motion was seconded by Dr. Nation and passed by a vote of 7-0.

Mr. Bergfeld made a motion to elect Rev. Orenthia Mason as board vice president. The motion was seconded by Mr. Sterling and passed by a vote of 7-0.

Dr. Nation made a motion to elect Gina Orr as board secretary. The motion was seconded by Mr. Washmon and passed by a vote of 7-0.

As part of Continuous Improvement, Shauna Hittle, executive director of teaching and learning, provided a video overview of Professional Learning in Tyler ISD. She stated that Professional Learning is aligned to District Goals and to the District Theory of Action and 5 Instructional Pillars. She highlighted some of the upcoming professional development events and discussed the Safety and Security Conference that is scheduled for May 28th at Tyler Junior College. She then addressed questions from the board.

Dr. Crawford stated that the Head Start Annual Program Self-Assessment 2018-2019 and the Head Start Community Assessment are annual reports that have been provided. He said they will be brought back at the next meeting for approval.

Dr. Crawford stated that an updated Facilities Rental and Usage Handbook has been presented for your review. The District developed regulations and guidelines for community use of district facilities. Mr. Jones stated that the district is currently reviewing an electronic online program to better assist with the rentals of facilities and that there will be a 5% increase in the rental fee structure. Dr. Crawford stated that the goal of the district is not to make money on the rentals, but to cover the associated costs with renting such as personnel, utilities and maintenance.

Dr. Crawford provided the board with a Legislative Update. He stated that things are chaotic at this point coming out of Austin. He stated that the district is currently looking at four budget scenarios to determine what the compensation for the district might look like next year. He discussed the differences between the Senate Plan and the House Plan in the areas of basic allotment, teacher pay, teacher incentive pay, performance based bonuses, compensatory education, gifted and talented allotment, special education weights, additional dual language weights, career and technology education funding, PreKindergarten, turnaround schools, current year's values, new instructional facilities allotment, adjusting recapture for Robin Hood formulas, rollback rate calculations, and sales tax increase for property tax reductions. He stated that the district has some challenges going into this summer about knowing what the budget looks like. The uncertainty just does not provide much confidence until the end of the legislative session. By the end of July, the board and the public should know more about what comes out of the 86th Legislature.

Trustees adjourned to executive session at 12:04 p.m.

Trustees reconvened in open session at 1:10 p.m.

There was no action from executive session.

The meeting adjourned at 1:12 p.m. following a motion by Rev. Mason seconded by Dr. Nation and a vote of 7-0.

APPROVED: _____

/s/ Gina Orr
Gina Orr, Secretary

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

Exhibit "A"

General Trustee Election Vote Tabulation

Saturday, May 4, 2019

Single Member District 1:

R. Wade Washmon Elected as unopposed candidate 0 votes cast*

*On March 7, 2019, the Board of Trustees approved the Certification of Unopposed Candidates for Single Member District 1 and approved an order declaring cancellation of Trustee Election and Election of Unopposed Candidate.

Single Member District 3:

	Freeman Sterling	Marc Loredó	Under Votes	Total
Early Ballots Only	174	71	1	246
Election Day Ballots Only	147	71	4	222
Mail Ballots	6	3	0	9
TOTALS	327	145	5	477

Precinct by Precinct

	Freeman Sterling	Marc Loredó		Total
Precinct 11	55	15	0	70
Precinct 13 (Part)	18	4	0	22
Precinct 34	74	33	1	108
Precinct 35 (Part)	67	46	1	114
Precinct 36	98	47	3	148
Precinct 39 (Part)	15	0	0	15
Precinct 80	0	0	0	0
TOTALS	327	145	5	477

Single Member District 6:

	Fritz Hager, Jr.	Lisa McClure	Under Votes	Total
Early Ballots Only	189	151	0	340
Election Day Ballots Only	363	194	0	557
Mail Ballots	3	4	0	7
TOTALS	555	349	0	904

Precinct by Precinct

	Fritz Hager, Jr.	Lisa McClure		Total
Precinct 21	119	67	0	186
Precinct 25	93	78	0	171
Precinct 37 (Part)	0	0	0	0
Precinct 40 (Part)	68	36	0	104
Precinct 41 (Part)	0	0	0	0
Precinct 58	80	55	0	135
Precinct 59	125	86	0	211
Precinct 71	45	15	0	60
Precinct 79	25	12	0	37
TOTALS	555	349	0	904

MINUTES OF REGULAR MEETING

The Board of Trustees of the Tyler Independent School District met in regular session on Monday, May 20, 2019, at the Jim Plyler Instructional Complex. The president called the meeting to order at 6:00 p.m., announced the presence of a quorum and that the meeting had been posted in the time and manner required.

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

Administrators present were Dr. Marty Crawford, superintendent; Tosha Bjork, Kevin Bogue, Laura Cano, Jan Coker, Dr. Julie Davis, Dr. Leslie George, Dr. Christy Hanson, Joseph Jacks, Ronald Jones, Tim Loper, Sandra Newton, Dawn Parnell, Mary Russell, Rawly Sanchez, and Johnita Ward.

John M. Hardy, school attorney, was present.

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

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

Rev. Mason offered prayer and led the Pledge of Allegiance.

Regarding action from executive session, Dr. Nation made a motion to approve Dr. Jennifer Jones as Director of Guidance and Counseling as listed in Personnel Item I. The motion was seconded by Mr. Bergfeld and passed by a vote of 7-0.

Rev. Mason made a motion to approve the minutes of the board workshop meeting on April 4, 2019 and the regular meeting on April 22, 2019. The motion was seconded by Rev. Hager and passed by a vote of 7-0.

The Board congratulated Josh Silva, a junior at Robert E. Lee High School, for being named the State Board of Education Student Hero for Region 9. Kevin Ellis with the State Board of Education presented the award to Mr. Silva. He stated that one recipient from each region is being recognized for specific acts of kindness and compassion. Region 9 is comprised of 31 counties, 1.7 million constituents and 360,000 students, which shows the amazing accomplishment of this student. Josh identified a need and committed to bold action on behalf of others engaging his fellow classmates in the effort to create the Best Buddies Program at Robert E. Lee High School.

The board congratulated to two students from Wayne D. Boshears Center for Exceptional Programs for their placement in the 2018-2019 PTA Reflections Art Contest in the Special Artist Division. Logan Dockery, a senior received Overall

Award of Excellence for Literature for his artwork named "My Friend at School". Logan will advance to the National PTA Reflections Art Contest. Odin Brooks, a junior received Overall Award of Excellence for Music and Composition for his music composition entitled "Yay Odin!" Odin will advance to the National PTA Reflections Art Contest.

Congratulations to the District Elementary Teacher of the Year Kristin Kervin from Dixie Elementary School and the District Secondary Teacher of the Year Steven Barb from Hogg Middle School.

As part of Continuous Improvement, Dr. Crawford stated that in June of 2018, the board adopted local policy EHBK that designates the last full week of school as Celebrate Freedom Week to emphasize the founding documents of freedom – the Constitution, the Declaration of Independence and the Bill of Rights. A brief video highlighted Celebrate Freedom Week.

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

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

Mr. Martinez made a motion, seconded by Dr. Nation to approve the following:

- Approval of 2018-2019 Amended Budget;
- Approval of Depository Contract Extension with Southside Bank;
- Approval of Microsoft Volume License Purchase in the amount of \$288,382.16 from SHI Government Solutions;
- Approval of Replacement of Custodial Equipment at Various Campuses in the amount of \$112,426.00 from Home Depot Pro;

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

Dr. Crawford stated the district has received donations in the amounts of \$5,000.00 from Southside Bank for Convocation 2019, \$7,500.00 from Tyler Lee Football Club for Robert E. Lee Football, \$5,000.00 from Allen C. and Kimberly E. Wegener for the Wegener Scholarship for a Robert E. Lee High School student, and \$8,500.00 in firefighter coats and pants from Casco Industries, Inc. for the Career and Technology Center. Mr. Bergfeld made a motion to approve the donations. The motion was seconded by Rev. Mason and passed by a vote of 7-0.

Rev. Mason stated that the Audit Committee reviewed the Professional Audit Services Proposal and made a motion that the board approve Prothro, Wilhelmi & Company, PLLC to conduct the 2018-2019 audit of the District with an option of an

additional three-year extension. The motion was seconded by Dr. Nation and passed by a vote of 7-0.

Regarding the Curriculum/Instruction/Consent Agenda, the board pulled the Voyager Sopris Learning – LETRS for individual consideration.

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

- Approval of Service Agreement between Camp Tyler Foundation and Tyler Independent School District;
- Approval of Memorandum of Understanding with Tyler Junior College for the LINK Transition Program;
- Approval of Local Educational Sponsorship Agreement with Texas Women’s University;
- Approval of Head Start Annual Program Self-Assessment 2018-2019;
- Approval of Head Start Community Assessment;
- Approval of Head Start Funding Application for 2019-2020 School year.

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

Regarding Voyager Sopris Learning, Rev. Hager stated that he was an employee of this company until 2007. He was an executive and a shareholder of Voyager. He stated that all of those things are in the past and he has no financial interests in this company, but because of his past association he wanted to make sure it was a matter of record.

Dr. Nation made a motion to approve Voyager Sopris Learning - LETRS. The motion was seconded by Rev. Mason and passed by a vote of 7-0.

The board then discussed the Internal Audit Committee appointments. Mr. Washmon appointed Mr. Martinez to chair the committee and Rev. Hager to join him in serving on that committee.

Regarding future business, Dr. Crawford reminded the board about the upcoming meetings and the high school graduations

The meeting adjourned at 7:42 p.m. following a motion by Mr. Martinez, seconded by Mr. Bergfeld and a vote of 7-0.

APPROVED: _____

/s/ Gina Orr
Gina Orr, Secretary

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

Subject: T-TESS/Walkthrough Evaluation Data for 2018-2019

BACKGROUND INFORMATION

The Texas Teacher Evaluation and Support System (T-TESS) was created by an educator steering committee comprised of teachers, principals, and representatives from higher education and educator organizations with a goal to support teachers in Texas with ongoing feedback and development to continually improve teacher practice. The goal of T-TESS is to be a formative system that provides a framework for ongoing conversation and feedback to support teachers and students. T-TESS consists of three measures:

1. Classroom Observation and Walkthrough
2. Goal-Setting & Professional Development Plan
3. Student Growth

Tyler ISD administrators began using T-TESS in the fall of 2016. Principals collect and analyze walkthrough and T-TESS observation data to improve instructional needs on their campus for successful student outcomes.

ADMINISTRATIVE CONSIDERATION

To provide an informational update of Elementary and Secondary T-TESS Evaluation Progress for the 2018-2019 School Year.

ACTION REQUIRED

Discussion only

CONTACT PERSONS

Rawly Sanchez
Jarrod Bitter
Julie Davis, Ph.D.
Johnita Ward

06-17-19

Subject: State Assessment of Academic Progress End of Course (EOC) and College, Career, and Military Readiness (CCMR) Results

BACKGROUND INFORMATION

The STAAR EOC assessments are administered annually to high school students as a prerequisite to graduation. The data is analyzed by teachers, campus administrators, and district administrators and used to evaluate the progress of individual students, classes, and campuses. This data is subsequently used to drive instruction, enrichment and intervention for individual students and groups of students.

ADMINISTRATIVE CONSIDERATION

On the 2019 STAAR EOC exams, the district saw improvement in the percent of students that met the passing standard in most grades and subjects. The percent of students that met the “meets” and “masters” proficiency standards also increased for most subjects.

The district evaluated the overall performance of campuses by averaging the percent of students that reached the approaches, meets, and masters proficiency levels. Using this measure, the majority of campuses showed an improvement in performance relative to last year. In addition, both high schools improved the CCMR rates relative to last year, indicating a larger percentage of students were prepared for the college, a career, or the military.

ACTION REQUIRED

Discussion Only

CONTACT PERSONS

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

06-17-19

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 fund 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 fund as presented in the agenda.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

06-17-19

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

	<u>CURRENT BUDGET</u>	<u>AMENDED BUDGET</u>
Taxes		
Current Year Levy	\$ 92,960,962.00	\$ 92,960,962.00
Prior Year Collections	1,250,000.00	1,250,000.00
Penalties and Interest	1,225,000.00	1,225,000.00
Total Taxes	<u>95,435,962.00</u>	<u>95,435,962.00</u>
Services Rendered to Other School Districts	5,000.00	5,000.00
Tuition and fees	270,000.00	280,000.00
Earnings from Temporary Investments	1,465,000.00	1,465,000.00
Rent	95,000.00	108,000.00
Miscellaneous Local Revenue	25,000.00	25,000.00
Athletic Activity	215,000.00	220,000.00
Other Enterprising Activities	8,500.00	8,500.00
Total Local Revenue	<u>97,519,462.00</u>	<u>97,547,462.00</u>
Foundation and Per Capita Apportionment	44,496,576.00	44,714,993.00
TRS On-behalf Benefits	7,025,000.00	7,025,000.00
Total State Revenue	<u>51,521,576.00</u>	<u>51,739,993.00</u>
Federal Revenue	3,366,000.00	3,386,000.00
Transfers from Other Funds & Other Sources	385,000.00	385,000.00
TOTAL REVENUE	<u><u>\$ 152,792,038.00</u></u>	<u><u>\$ 153,058,455.00</u></u>

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

	ORIGINAL BUDGET	CURRENT BUDGET	AMENDED BUDGET	CHANGE ORIGINAL BUDGET	CHANGE CURRENT BUDGET
	\$ 88,241,089.43	\$ 87,895,368.02	\$ 87,809,496.51	\$ (431,592.92)	\$ (85,871.51)
Total Function 11 - Instruction					
Total Function 12 - Instructional Resources and Media Services	2,735,301.76	2,757,148.99	2,754,111.29	18,809.53	(3,037.70)
Total Function 13 - Curriculum and Instructional Staff Development	4,727,590.44	4,877,126.50	4,907,399.37	179,808.93	30,272.87
Total Function 21 - Instructional Development	2,835,357.74	2,872,046.61	2,865,551.46	30,193.72	(6,495.15)
Total Function 23 - School Administration	8,999,132.10	9,142,678.97	9,149,156.27	150,024.17	6,477.30
Total Function 31 - Guidance, Counseling & Evaluation Services	4,568,254.25	4,546,413.47	4,549,566.78	(18,687.47)	3,153.31
Total Function 32 - Social Work Services	258,522.99	258,729.54	258,836.63	313.64	107.09
Total Function 33 - Health Services	2,030,169.00	2,054,794.91	2,065,166.17	34,997.17	10,371.26
Total Function 34 - Student (Pupil Transportation)	4,970,585.32	5,608,685.32	5,595,818.45	625,233.13	(12,866.87)
Total Function 36 - Cocurricular/ Extracurricular Activities	4,885,970.63	5,088,009.66	5,137,187.23	251,216.60	49,177.57
Total Function 41 - General Administration	3,933,643.05	4,033,515.57	4,033,515.57	99,872.52	
Total Function 51 - Plant Maintenance and Operations	13,834,877.66	14,381,418.14	14,441,344.65	606,466.99	59,926.51
Total Function 52 - Security and Monitoring Services	2,305,994.61	2,415,362.89	2,419,119.33	113,124.72	3,756.44
Total Function 53 - Data Processing Services	3,045,934.02	3,702,814.05	3,599,980.68	554,046.66	(102,833.37)
Total Function 61 - Community Service	51,148.00	98,075.47	127,937.72	76,789.72	29,862.25
Total Function 71 - Principal Repayment	158,000.00	157,978.24	157,978.24	(21.76)	
Total Function 81 - Facilities Acquisition and Construction		1,392,480.79	1,410,480.79	1,410,480.79	18,000.00
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

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>
\$ 5,000.00	Carey and Karen Clark	Tyler ISD Career and Technology Center
\$ 7,325.00	Robert E. Lee Kickers Club	Robert E. Lee High School Soccer
\$20,685.60	Robert E. Lee Booster Club	Various school clubs

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board accept the donations.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed. D.

06-17-19

Subject: Memorandum of Understanding between the Tyler Independent School District Foundation (the Foundation) and the Tyler Independent School District

BACKGROUND INFORMATION

Incorporated in December 1990, the Foundation responds to the local need for increased community involvement in and support for public education. The Foundation is a non-profit, 501(c)(3) organization that works closely with the school district, but is an independent entity. It operates as a neutral group, serving as a catalyst for uniting the schools, businesses and the community of Tyler.

ADMINISTRATIVE CONSIDERATION

The Foundation provides resources to inspire learning, enrich teaching and enhance opportunities for District students through the support of exemplary programs.

The district looks forward to continuing the partnership that has made such a difference in the lives of many students, teachers, staff, administrators and families.

ADMINISTRATIVE RECOMMENDATION

The administration recommends approval of the Memorandum of Understanding between the Tyler Independent School District Foundation and the Tyler Independent School District.

ACTION REQUIRED

Board approval

CONTACT PERSON

Marty Crawford, Ed.D.

06-17-19

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TYLER INDEPENDENT SCHOOL DISTRICT FOUNDATION
AND THE
TYLER INDEPENDENT SCHOOL DISTRICT

June 2019

The Tyler Independent School District Foundation (the *Foundation*) is organized and operated for the benefit of the Tyler Independent School District (the *District*). The Foundation and the District hereby adopt certain rules to govern the relationship between the Foundation and the District.

1. The Foundation shall endeavor to:
 - (a) solicit, invest, administer, and expend private funds for the benefit of the District;
 - (b) contribute to the education of students of the District through student scholarships, faculty enrichments, curriculum enhancements, facility improvements and other types of support and services to the District; and
 - (c) promote and maintain good community support on behalf of the District.
2. The Foundation will be responsible for donor relations such as assisting with relationships, developing contacts and continuous communications. The Foundation will create a fiscal management process for acknowledgements and reporting of results for donors as needed.
3. The District shall endeavor to (a) provide reasonable space at a district facility as needed by the Foundation in carrying out Foundation activities; (b) provide reasonable utilities, technology and services needed by the Foundation in carrying out Foundation activities; and (c) permit reasonable use of personnel needed by the Foundation in carrying out Foundation activities.
4. The District will assist the Foundation in donor relationships as appropriate in a timely manner. When Foundation assistance is requested for event specific sponsorships the District will provide a proposed budget and timeline in a timely manner as agreed upon by both the Foundation and the District. The District will honor recognition of donors as well as provide results and outcomes requested by the donors and/or the Foundation as appropriate to meet the expectations of donors.
5. In all other ways, the Foundation will be an independent, self-sufficient organization, employing staff and raising funds needed to enable it to carry out its activities related to its mission.

6. The Foundation shall continue to originate, implement and oversee various innovative projects intended to enhance the quality of education with the District and provide an ongoing collaborative relationship.
7. The Superintendent of Schools of the Tyler Independent School District shall hold as permanent official seat as a Director of the Tyler Independent School District Foundation without vote. One (1) Trustee Representative of the Tyler Independent School District shall hold permanent official seat as a Director of the Tyler Independent School District Foundation without vote and shall be selected by the Board of Directors of the Corporation from among the elected members of the Board of Trustees of the Tyler Independent School District.

The Foundation and the District agree that this Memorandum of Understanding is an expression of the rules intended to govern the relationship between the Foundation and the District. Either party to this Memorandum of Understanding may request a review of any portion in order to resolve differences of opinion or newly-developed areas of concern. This document will be reviewed, and changed if necessary, on an annual basis.

Approved and adopted between the Tyler Independent School District Foundation and the Tyler Independent School District.

Tyler Independent School District Foundation

Tyler Independent School District



Name: Adam Morrow
Title: President

Date: 5/30/19

Name: R. Wade Washmon
Title: President, Board of Trustees

Date: _____



Name: Betsy Jones
Title: Executive Director

Date: 5/30/19

Name: Marty Crawford, Ed.D.
Title: Superintendent

Date: _____

Subject: Consider Approval of Agreement for Demographic Study Update

BACKGROUND INFORMATION

A detailed understanding of the demographic makeup, projected student population growth, new construction, and regenerating neighborhoods can have a dramatic impact on school facility location, design, and capacity sizing. Transportation, Food Service, Special Education, and Human Resources department planning can also be guided by demographic information.

ADMINISTRATIVE CONSIDERATION

Population and Survey Analysis (PASA) has provided periodic updates to their demographic study since the initial study was conducted in 2004. PASA was selected based on the quality of their study and the firm's reputation with districts and state agencies. The District has routinely ordered these studies every five years or so, the last in 2015. The data provided by PASA's earlier studies have proven to be thorough and accurate. The demographic study will be paid for from the bond funds.

ADMINISTRATIVE RECOMMENDATION

The Administration recommends the board approve the agreement with Population and Survey Analysis in the amount of \$64,920 to provide a complete demographic study projecting student populations, long range facility needs and attendance zone planning.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Marty Crawford, Ed.D.
Tim Loper

06-17-19

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:
 2019-495567

Date Filed:
 05/24/2019

Date Acknowledged:

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

Population and Survey Analysts
 College Station, 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 ISD

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.

Demographic Update 2018-19
 Demographic Update and Long Range Planning

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Guesman, Patricia	College Station, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Stacey Tepera, and my date of birth is 6/24/73.

My address is 303 Anderson, College Station TX, 77840 Brazos
(street) (city) (state) (zip code) (country)

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

Executed in Brazos County, State of Texas, on the 24 day of May, 2019
(month) (year)

Stacey Tepera
 Signature of authorized agent of contacting business entity
(Declarant)

Subject: Consider Approval of an Agreement Between Tyler ISD, The City of Tyler and Tyler Economic Development Council for an updated 2019 Demographic Study

BACKGROUND INFORMATION

This demographic study will capture projections of future housing and multifamily developments as well as any new manufacturing. Growth trends will be developed by interviews with county representatives, developers, landowners, builders, real estate experts, just to name a few. Student movement, enrollments by grade level and growth projections will be captured for determining growth by areas.

ADMINISTRATIVE CONSIDERATION

Tyler ISD, the City of Tyler and the Tyler Economic Development Council, have agreed upon financial commitment and participation levels to conduct a Demographic Study. The agreement is provided under separate cover.

ADMINISTRATION RECOMMENDATION

The administration recommends the Board approve the Agreement between Tyler ISD, the City of Tyler and the Tyler Economic Development Council.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Tim Loper

06-17-19

Subject: Selection of Delegate and Alternate to TASA/TASB Convention

BACKGROUND INFORMATION

Each year trustees attend the annual joint convention for the Texas Association of School Boards (TASB) and Texas Association of School Administrators (TASA) where new legislation, school finance, etc. are presented. This joint convention allows for interchange of ideas, communication and fellowship.

ADMINISTRATIVE CONSIDERATION

As a part of school district attendance, a delegate assembly is held and each district sends one delegate and alternate for voting on issues.

ACTION REQUIRED

Board approval of a delegate and alternate to the TASB Delegate Assembly in Dallas, Texas, September 20-22, 2019.

CONTACT PERSON

Marty Crawford, Ed. D.

06-17-19

Subject: Worker's Compensation Renewal

BACKGROUND INFORMATION

Tyler ISD is entering into a new agreement with Claims Administrative Services, Inc. to provide worker's compensation coverage for the district which will begin on September 1, 2019. The current agreement will expire August 31, 2019.

ADMINISTRATIVE CONSIDERATION

The District has the option to enter into a new three-year plan, which will lock in the current price of \$810,939 for three years or select a select a one-year option for \$828,012.

ADMINISTRATIVE RECOMMENDATION

The Administration recommends the Board of Trustees approve beginning a new three-year plan for worker's compensation coverage in the amount of \$810,939.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Ramsey Starks

06-17-19

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CAS-Claims Administrative Services, Inc.
Tyler, TX United States

Certificate Number:
2019-493529

Date Filed:
05/21/2019

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

Date Acknowledged:

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.
6298
Third Party Administrator for Workers Compensation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hibbs, Jr., Billy	Tyler, TX United States	X	

5 Check only if there is NO Interested Party.

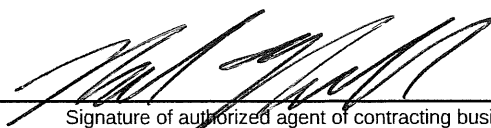
6 UNSWORN DECLARATION

My name is Dan Campbell, and my date of birth is 9/9/70.

My address is 501 Shelley Drive, Tyler, TX, 75701, US.
(street) (city) (state) (zip code) (country)

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

Executed in Smith County, State of Texas, on the 21 day of May, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Subject: Consider Approval of Additional Educational Consultants for Tyler Independent School District

BACKGROUND INFORMATION

Tyler ISD utilizes various purchasing cooperatives to assist the District in maintaining compliance with local, state, and federal regulations. Unfortunately, there are very few options for this category within the various cooperatives utilized by the District.

Through a request for proposal (RFP), the District compiled its initial list of approved educational consultants in July of 2018. This supplemental RFP will expand the list of available consultants that District personnel may utilize to meet the needs of the District.

ADMINISTRATIVE CONSIDERATION

Expanding the number of vendors on the District's educational consultant list will help satisfy the District's purchasing needs and will assist in maintaining compliance with local, state, and federal requirements.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the use of the additional vendors on the attached list for the period of July 1, 2019 through June 30, 2022.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork
Ramsey Starks

06-17-19

Tyler Independent School District
Additional Educational Consultants (Valid July 1, 2019 - June 30, 2022)

Vendor Name

1	The University of Texas Health Science Center at Houston
2	BlueScope Group

Subject: Consider Approval of Purchase of Interactive Flat Screens for John Tyler High School and Robert E. Lee High School

BACKGROUND INFORMATION

In the early development stages, the technology design team (True North) conducted an assessment of technology needs for the high schools. A committee was established from each campus, administration, facilities and technology departments. Input from all was used to determine what type of technology would best deliver the curriculum from the teachers in the classroom settings. A survey based on the input from the committee overwhelmingly selected interactive flat screens.

ADMINISTRATIVE CONSIDERATION

True North was retained to develop specifications and proposal documents for the interactive flat screens. Proposals were advertised in the Tyler Morning Telegraph and posted on the Tyler ISD website as required. Vendors returned proposals and were shortlisted according to the proposal criteria. Of the eight proposals received, four were shortlisted and interviewed with demonstrations of their product. From the interviews, the following vendor was determined to bring the best value to the district.

<u>Vendor</u>	<u>Amount</u>
Cynergy Technology	\$1,100,000.00

Funding is provided for by the 2017 Bond Issue and is within budget.

ADMINISTRATIVE RECOMMENDATION

The administration recommends entering into a contract with Cynergy Technology in the amount of \$1,100,000 for the interactive flat screens for John Tyler High School and Robert E. Lee High School, with an owner's contingency of \$50,000 for a project total of \$1,150,000.

ACTION REQUIRED

Board approval

CONTACT PERSONS

Tosha Bjork
Tim Loper

06-17-19

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

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

Cynergy Technology
Tyler, TX United States

Certificate Number:
2019-491898

Date Filed:
05/16/2019

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

Tyler ISD

Date Acknowledged:

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.

TY039510
Interactive touch panels

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.



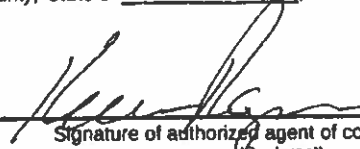
6 UNSWORN DECLARATION

My name is Kevin Roper and my date of birth is 07/23/1966

My address is 3903 Timms TYLER TX 75701 USA
(street) (city) (state) (zip code) (country)

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

Executed in Smith County, State of TX, on the 17 day of May, 2019
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Subject: Consider Approval of Purchases of Furniture & Equipment for John Tyler (JTHS) and Robert E. Lee (RELHS) High Schools

BACKGROUND INFORMATION

The administration retained Corgan Architects to assist with the specifications and bid documents for the purchase of furniture and equipment for the new JTHS and RELHS. Furniture selection committees were established for each high school. The committee consisted of high school principals, facility services, curriculum and other Tyler ISD Administration Staff.

ADMINISTRATIVE CONSIDERATION

As required, competitive sealed proposals were advertised in the local newspaper and posted on the Tyler ISD website in the legal time frame. Proposals were received, scored and shortlisted for further evaluation to determine best value for the district. Interviews were then conducted with the shortlisted firms to ensure quantities, program compliance and the quality of their products. From interviews and qualified proposals, furniture packages were split up for the best value as follows:

CAMPUS	VENDOR	AMOUNT
JTHS	Ables Land Inc.	\$737,728.95
	Business Interiors	\$1,815,191.79
	Owner Contingency	\$25,000.00
	PROJECT TOTAL	\$2,577,920.74
RELHS	Ables Land Inc.	\$814,031.69
	Business Interiors	\$1,519,897.10
	Knoll, Inc.	\$492,345.01
	Owner Contingency	\$25,000.00
	PROJECT TOTAL	\$2,851,273.80

Proposals are within the bond budget and funding is provided by the 2017 Bond Issue.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the amounts and vendors listed for the purchase and installation of furniture and equipment for John Tyler High School and Robert E. Lee High School.

ACTION REQUIRED

Board approval

CONTACT PERSON

Tosha Bjork
Tim Loper

06-17-19

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

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATION

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

The administration recommends the approval of Edugence to support student assessment for progress monitoring of student performance and growth in order to lead campuses in using assessment to monitor and guide instruction and provide diagnosis for intervention as needed.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve a contract with Mach B Technologies, Inc. for Edugence software in the amount of approximately \$75,000.00 for the annual subscription.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

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

06-17- 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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mach B Technologies Inc
Irving, TX United States

Certificate Number:
2019-486666

Date Filed:
05/06/2019

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

Date Acknowledged:

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.
Edugence201920
Assessments, Data warehousing and analytics application

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 Alf Nizam and my date of birth is 10/27/1974
My address is 1200, W. Walnut Hill in Irving TX 75038 U.S.A
(street) (city) (state) (zip code) (country)

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

Executed in Irving County, State of TX on the 6 day of May, 2015.
(month) (year)

A. Nizam
Signature of authorized agent of contracting business entity
(Declarant)

Subject: The University of Texas Health Science Center at Houston – Children’s Learning Institute for Professional Development

BACKGROUND INFORMATION

As part of continuous improvement efforts, Tyler ISD has adopted the goal of ensuring 85% of 3rd grade students are on or above grade level by the Spring of 2021. The “Tyler Reads” initiative is one way in which the district plans to achieve that goal. Tyler ISD teachers report a lack of confidence in their understanding and ability to teach foundational skills.

A partnership with The University of Texas Health Science Center at Houston-Children’s Learning Institute can provide every PreK-3rd grade teacher with professional development training that will deepen their understanding of how students learn to read (brain based instruction), the research behind reading instruction, and practical ways to teach phonemic awareness and phonics in the early grades.

ADMINISTRATIVE CONSIDERATION

The University of Texas Health Science Center at Houston-Children’s Learning Institute is an approved purchasing vendor and will provide the following services:

1. Large group training for every PreK-3rd grade teacher, elementary principals, and select district staff in Effective Instruction, Phonological Awareness, and Phonics
2. Technical Assistance on campuses to observe, model and coach teachers related to foundational reading skills.
3. Parent Engagement series helping equip parents with tools to teach their student reading skills at home.

Funding at a cost of \$27,250.00 for 2018-2019 and \$85,000 for 2019-2020 will be provided from the instructional sustainment fund and the curriculum and instruction budget.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the partnership with The University of Texas Health Science Center at Houston-Children’s Learning Institute in the amount of \$112,250.00 for professional development in foundational reading skills.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Christy L. Hanson, Ed.D.

06-17-19

Subject: Memorandum of Understanding with Tyler Junior College for the 2019-2020 Dual Credit Program

BACKGROUND INFORMATION

The district has a partnership with Tyler Junior College (TJC) that provides Tyler ISD students the opportunity to simultaneously earn both high school and college credit by enrolling in and successfully completing a single dual credit course. The courses are taught by certified dual credit course instructors on and off Tyler ISD campuses. The purpose of the Memorandum of Understanding (MOU) is to define the roles and responsibilities of TJC and Tyler ISD within the scope of the Dual Credit Program. In addition, the MOU outlines the expectations for Tyler ISD staff who would like to become accredited dual credit instructors through the TJC system.

ADMINISTRATIVE CONSIDERATION

Through the existing partnership between TJC and Tyler ISD, students are given the opportunity to earn both high school and college credit through the Dual Credit Program. Students who desire to continue their college careers have the ability to graduate from high school with college credit, saving the student (family) time and money.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Memorandum of Understanding between Tyler Junior College and Tyler ISD for the 2019-2020 Dual Credit Program.

ACTION REQUIRED

Board approval

CONTACT PERSONS

Rawly Sanchez
Gary Brown

06-17-19



Memorandum of Understanding for the Dual Credit Program

TYLER JUNIOR COLLEGE, A PUBLIC JUNIOR COLLEGE AUTHORIZED UNDER THE Laws of the State of Texas (herein called “The College” or “TJC”) and Tyler Independent School District (herein called “School District”) enter the following contract for the 2019-2020 school year and for the terms of which WITNESS THE FOLLOWING:

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to facilitate cooperation between TJC and the School District in the provision of Dual Credit courses for qualified students. Operating procedures and guidelines for specific programs are addressed through the Dual Credit Manual maintained by TJC.
2. **DUAL CREDIT ALIGN WITH STATE GOALS:**
 - 2.1. **Goal 1** Outreach Regarding the Benefits Of Dual Credit
 - 2.1.1. Collaboration of Information Sessions for Students and Parents, such as:
 - 2.1.1.1. Opportunity Fair (PTP)
 - 2.1.1.2. College Recruiters in Dual Credit High Schools in our region
 - 2.1.2. College Information Night (Dual Credit/ECHS), such as:
 - 2.1.2.1. Dual Credit / ECHS Counselors Professional Development Spring of each year
 - 2.1.2.2. Dual Credit / ECHS Principal Data Sharing Summer of each year
 - 2.1.3. Information available on website
 - 2.1.3.1. <https://www.tjc.edu/dualcredit>
 - 2.2. **Goal 2** Success Transition To and Through Postsecondary Education
 - 2.2.1. Enrollment in Postsecondary after High School
 - 2.2.1.1. Dual Credit to FTIC handoff Spring of each year
 - 2.3. **Goal 3** Advising for “Dual Credit with a Purpose”
 - 2.3.1. Educate counselors on courses requested but not generally needed
 - 2.3.2. Create specific pathways for quickest transition from high school to college
 - 2.4. **Goal 4** Rigor Sufficient to Ensure Success in Subsequent Coursework
 - 2.4.1. Create a Dual Credit / ECHS Committee to review and make recommendations on rigor in the courses
 - 2.4.2. 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 ELIGIBLE COURSES:** TJC will issue transcripts when the Dual Credit courses have been completed.
 - 3.1. Courses must be identified as
 - 3.1.1. College-level academic courses (based on the current edition of TJC’s Catalog and TAC 19, Part 1, Chapter 4, Subchapter D, §4.85) OR.
 - 3.1.2. Workforce education courses (based on the current edition of the Workforce Education Course Manual).
 - 3.2. Instruction, instructional materials, and grading must be at the equivalent level of instruction, instructional materials, and grading used for the identical course taught on the campuses of TJC.
 - 3.3. Dual credit faculty assignments and courses to be taught at the high school are attached to this MOU.
 - 3.4. Location of classes must be on the SACS approved high school site and may not relocate with approval.

4. STUDENT ELIGIBILITY, ENROLLMENT & SERVICES

4.1. Student Eligibility

In order for a student to be admitted to the Dual Credit Program, he/she must meet the following eligibility requirements:

- 4.1.1. Be in grades 9-12 and meet all eligibility requirements in the THECB guidelines.
- 4.1.2. All students must meet dual credit admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations and the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85. School District partners will work with the College to make certain that all dual credit students are enrolled by the first day of classes to help ensure student success and will comply with the College Admission and Registration timeline.
- 4.1.3. High school students are eligible to participate in the Dual Credit Program upon meeting the Texas Success Initiative (TSI) Assessment minimum passing scores established by the Texas Higher Education Coordinating Board and the TJC Dual Credit course pre-requisites.

4.2. Enrollment

Upon mutual agreement, TJC will conduct enrollment registration at the School District site for all qualified students. Students in Dual Credit classes will be eligible to utilize all TJC student services. Students must follow TJC Student Handbook rules when accessing on-campus services.

- 4.2.1. Dual Credit students may enroll in one (1) college-level course each semester beginning in fall of 9th grade, and then are limited to TJC's Core Curriculum courses. All 10th grade students will be limited to only two (2) dual credit courses per semester, and 11th and 12th grade students shall not exceed 16 credit hours per semester.
- 4.2.2. Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students may attempt a maximum of 60 credit hours.
- 4.2.3. Dual credit students must comply with the College's Academic Progress Standards and the Financial Aid Satisfactory Academic Progress (SAP). Students must successfully complete courses with a grade of "C" or better to be eligible to enroll in subsequent courses. Students who fall below 2.0 will go on probation for one semester then suspension for a subsequent semester if GPA does not come up to 2.0. Once on suspension, the student must sit out (cannot take classes) for a semester to regain eligibility.
- 4.2.4. Federal Financial Aid SAP requirements measure all students' GPA and progression regardless if they are receiving aid or not and are applicable to dual credit students who are still in high school.
- 4.2.5. Dual Credit students will not be registered if they have an unpaid balance from previous semesters.

4.3. Composition of Class

The School District may not enroll both Dual Credit and Non-Dual Credit students in the same section unless prior approval from the department chair/dean has been granted.

4.4. Advising

The College and School District shall offer comprehensive college advising services for Dual Credit 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/progress from an associate's degree to a bachelor's degree at a university.

https://www.tjc.edu/info/20025/academic_advising

4.5. Disability Services

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/Disailities>

4.6. 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. Dual credit students with complaints shall follow the procedures as stated in the College's *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](https://www.tjc.edu/info/20017/consumer%20information/267/grievance%20and%20complaint%20procedures/1)

4.7. Transcription of Credit

The College and the School District will transcript dual credit courses for both college credit and high school credit immediately upon student completion of the performance required in each course.

5. DATA SHARING AGREEMENT

5.1 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.

5.2 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.

5.3 The School District and TJC agree to share any data required for the successful completion of the y College students' graduation plans.

5.4 When applicable, TJC's Institutional Research will be conferred with when requesting and sharing data. When selected, the School District's dual credit students will participate in instruction success and facility satisfaction surveys and other local or national surveys administered to the School District's students.

5.5 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.

5.6 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.

5.7 PLEASE NOTE: Requests are NOT guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on the identified need.

6. RESPONSIBILITIES

6.6. Tyler Junior College is responsible for:

6.6.1. Providing a college credit-course that is the equivalent to a course that is offered on the campuses of TJC.

6.6.2. Providing an orientation for the classroom instructor.

6.6.3. Paying instructors (see Dual Credit Manual).

6.6.4. Periodically evaluating all faculty members. A representative of TJC may visit the high school campus during the term of this contract to administer an evaluation instrument. The results of that evaluation will be available through the TJC website.

- 6.6.5. Registering qualified students.
- 6.6.6. Providing a syllabus for each student.
- 6.6.7. Posting grades based on the TJC grading system to the student's transcript no later than five (5) work days after the conclusion of the school district's semester once grades have been received from the high school instructor. (Six weeks grades are not given.)
- 6.6.8. Maintaining written policy prior to approving a student to enroll in more than two (2) dual credit courses per semester, not to exceed 15 hours.
- 6.6.9. Adhering to the policy that students enrolling in more than two (2) dual credit courses per semester must pass all courses during the semester with a grade of "C" or better to continue to enroll in more than two (2) dual credit courses in the following semester.

6.7. The School District is responsible for:

- 6.7.1. Ensuring that tuition and books are paid, if applicable.
- 6.7.2. Working with TJC in scheduling courses.
- 6.7.3. Guaranteeing that TJC courses meet the required number of contact hours
- 6.7.4. Communicating with TJC in a timely manner when a student has been dropped from a course.
- 6.7.5. Communicating with TJC in a timely manner when a student has moved from the School District.
- 6.7.6. Providing TJC's School District Partnerships Office with a high school calendar, bell schedule, and master schedule prior to the first day of each semester in which a TJC course will be taught on the high school campus.
- 6.7.7. Maintaining the required class size as recommended by TJC. Enrollment of a minimum of fifteen (15) students and no more than the maximum allowed for each content area. Exceptions to enrollment minimum and maximum allotments require Department Chair/Dean approval. Other departments have maximums and should be checked prior to registration.
 - a. ARTS 1301- 25
 - b. ENGL 1301, ENGL 1302, ENGL 2332, ENGL 2333- 25
 - c. EDUC 1300- 30
 - d. SPAN 1411-18, SPAN 1412-18, SPAN 2311-18, SPAN 2312 -18
 - e. HIST 1301/1302 – 35
 - f. GOVT 2305/ECON 2301– 35
 - g. LIFE/PHYSICAL SCIENCES – varies by course; per TJC department chair
 - h. MATH 1314–28, MATH 1316-28, MATH 1332-28, MATH 1342-28, MATH 2412-24, MATH 2413-24
 - i. SOCI 1301/PSYC 2301/2314 – 35
 - j. SPCH 1315 – 25
- 6.7.8. Sending a copy of the class syllabus for each class taught by School District faculty to the appropriate department chair at TJC. This will be done in accordance with established TJC deadlines.
- 6.7.9. Sending a copy of the final exam for each class taught by School District faculty to the appropriate department chair at TJC. This will be done at the end of each semester.
- 6.7.10. Maintaining discipline in the high school classroom environment.
- 6.7.11. Providing the name, email address and phone number of the primary contact person(s) from the School District with whom TJC personnel can communicate regarding the Dual Credit program at the School District's site.
- 6.7.12. Providing TJC with information regarding students who qualify for Disability Services as defined in the Americans with Disabilities Act of 1990 and Section 504 of the Federal Rehabilitation Act of 1973.
- 6.7.13. Notifying TJC that an extended administrative/FMLA/sick leave of more than 3 days or cumulative absences that extend more than 3 days over a

6.7.14. semester involves an ISD employee/TJC adjunct, it is the responsibility of the School District to inform TJC's Director of School District Partnerships in a timely manner to prevent disruption of instruction by a credentialed professor.

6.8. The Instructors are responsible for:

- 6.8.1. Adhere to TJC policies, course syllabi, handbooks, and standards, including but not limited to the TJC Dual Credit policies and/or handbooks.
- 6.8.2. Work with the TJC department chairs to ensure that the quality of instruction is maintained.
- 6.8.3. Ensure the course goals and standards are understood and that course guidelines are followed. Teaching assigned courses, with the same level of rigor of a regular college course, according to approved course syllabi and learning outcomes associated with course [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (f)].
- 6.8.4. Provide each student each semester with a syllabus/class outline that explains the expectations of the instructor, learning outcomes, attendance policy, academic honesty policy, and other information needed by the student. (Examples: timelines, required class materials, outside assignments, etc.).
- 6.8.5. Check student enrollment / rosters in the course.
- 6.8.6. Arrive on time for classes.
- 6.8.7. Maintain control of the class.
- 6.8.8. Meet all TJC deadlines for submission of class rosters, student grade reports, enrollment/no-show reports, etc.
- 6.8.9. Maintain accurate attendance records for all classes.
- 6.8.10. Faculty are required to administer and evaluate student assessment materials as well as collect and report data to the department chair.
- 6.8.11. Assign grades according to TJC policy and the grading criteria on the approved department syllabus.
- 6.8.12. 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.
- 6.8.13. Adhere to the grading rubric set by the specific TJC department.
- 6.8.14. Post mid-term and final grades in TJC's approved gradebook by TJC's required deadline.
- 6.8.15. Attend faculty meetings and other special meetings required by TJC.
- 6.8.16. Provide the College with updated Curriculum Vitae, including educational and workforce history.
- 6.8.17. Participate in evaluation procedures in relation to the above stated requirements under this agreement. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2) and Southern Association of Colleges and Schools, Principles of Accreditation. 3.7.2].

6.9. The Students are responsible for:

- 6.9.1 The student is responsible for the enrollment process including, application, testing, registration, meningitis documentation, high school transcript, payment and textbooks.
- 6.9.2 The student is responsible for maintaining a minimum Grade Point Average (GPA) of 2.0.
- 6.9.3 The student is responsible for adhering to all college policies and regulations contained in the college catalogue, student handbook and course syllabus.
- 6.9.4 The student should not expect to repeat work, receive extra credit/turn work in late to improve a grade.
- 6.9.5 The student 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 School District, 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.

6.9.6 The student will be responsible for withdrawing from both the high school and college course should this action be needed.

7. **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 the ISD.

Coursework is expected to be college level and not include additional high school assignments or projects.

8. **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.

9. **SELECTION OF INSTRUCTORS:**

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called “Dual Credit Faculty”) to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College’s respective department chair or designee and be evaluated and monitored to ensure quality of instruction and compliance with the College’s policies and procedures, in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

9.6. The School District will collaborate with the College to ensure that the School District instructor applying to teach in the Dual Credit Program meets the credential requirements as stated in the College’s Board Policy which includes the criteria used by the College to determine teaching eligibility.

9.7. The School District will collaborate with the College in a timely manner, 6 weeks prior to the first day of class, to determine credentialing of new staff. Any staff presented to the College closer to the first day of class poses the risk of not completing the hiring process and the postponement of the course for one semester.

9.8. The College will ensure that College faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks. School District faculty approved as Dual Credit Faculty have to be cleared by the College’s Office of Human Resources to teach any dual credit courses.

- 9.9. Dual Credit Faculty will submit all required reporting documents such as roster verification, learning outcome results, syllabi/section outlines, and submission of grades by the deadline set by the College.
- 9.10. College and Dual Credit Faculty teaching dual credit courses will verify the First Week Class Roster to validate all students who are enrolled in the dual credit class and refer students not on the roster to the appropriate School District counselor. Any student not listed on the Official 12th Day Verification Census Date Roster will not be enrolled in the dual credit course.
- 9.11. College faculty and Dual Credit Faculty teaching college-level courses are expected to reach out to students who need academic assistance and direct them to the appropriate College or School District support services.
- 9.12. The School District will forward any concerns regarding Dual Credit Faculty or College faculty teaching the college-level course to the College Department Chair for investigation. To resolve the concerns, a meeting shall take place between the College Department Chair (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.

10. **FACILITIES, TEACHING ENVIRONMENT, COLLEGE COURSES:**

Dual Credit courses included in this Memorandum will be taught on the School District's campus, the TJC campus, or by distance education. For Dual Credit courses taught exclusively to high school students on the high school campus and for Dual Credit 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*.

10.6. 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:

- 10.6.1. School District will ensure that College faculty and dual credit students have appropriate access to all available instructional resources and essential technology;
- 10.6.2. School District shall permit access to the College's electronic learning resources when the course is taught at the School District; and
- 10.6.3. School District offering science courses shall meet the laboratory safety standards and have material/equipment that comply with College science program requirements.

10.7. TEACHING ENVIRONMENTS

The School District will ensure that the classroom environment is conducive to college-level learning by:

- 10.7.1. Designating a classroom for the college dual credit classes;
- 10.7.2. Displaying the signs provided by the College outside of the classroom that indicate "College Course is in Session"; and
- 10.7.3. Assuring no interruptions take place in the college dual credit class while in session, such as removing students for high school activities or making announcements except for official business or emergencies.

10.8. COLLEGE COURSES

- 10.8.1. Dual Credit courses must use the College's approved Learning Management System and gradebook.
- 10.8.2. School District shall not impose additional district curricular requirements on the College course or the College professor.
- 10.8.3. All evaluations of college courses and dual credit professors must be completed by the TJC department chair or TJC designee. ISD evaluations should not change the college curriculum, grading, weighting or pedagogy.

11. TUITION AND FEES:

11.1 **INVOICING** The College will invoice the School District for required tuition and fees according to the MOU for the applicable charges, as approved by the College Board of Trustees (ECHS, professors, low socio-economic agreements, etc).

11.2 **FACULTY CHARGES** The School District assumes responsibility for reasonable and documented expenses incurred by high school faculty. When the College provides a professor on the high school campus, TJC will invoice the School District and the School District will reimburse TJC for the professor’s cost and mileage from the TJC campus location to the location of the ISD. The College will invoice the School District for additional College Faculty when needed. Current semester costs are:

3 hour per week course per section - \$2100

4 hour per week course per section - \$2672

Mileage reimbursement is aligned with the IRS standard rate

The cost of a TJC faculty member might vary from the standard cost listed above based on the number of teaching overloads and annual salary of the professor.

11.3 **PAYMENT OF TUITION AND FEES** (Check all options below that apply to your institution):

Site agrees to pay full tuition and fees per each student enrollment.

Site agrees to pay half tuition of economically disadvantaged students and TJC pays half tuition.

Site agrees to pay half tuition and fees per each student enrollment.

Site agrees that students shall pay full tuition and fees.

Other arrangements (please list): _____

11.4 **LATE REGISTRATION:**

A fee of \$100 per class will be assessed for each student enrolled after the College’s Census Date when it is determined that the student or school was responsible for not meeting the deadline.

11.5 **PAYMENT OF TEXTBOOKS** (Check one of the options below that applies to your institution):

School District agrees to purchase textbooks, relevant instructional supplies, and Inclusive Access for **all students**.

School District agrees to purchase textbooks, relevant instructional supplies, and Inclusive Access for **economically disadvantaged students**.

Students shall purchase textbooks, relevant instructional supplies and Inclusive Access.

12. BOOKS, DIGITAL RESOURCES AND SUPPLEMENTAL MATERIALS:

12.1 All textbooks (printed or digital resources), equipment and supplemental materials required for classes, as determined by this agreement, are the responsibility of the School District or the student and shall be the current textbook as adopted by the College.

12.2 Textbooks purchased by the School District for Dual Credit college courses taught as part of the Dual Credit academic program can be used for a minimum period of (3) years from the date of college adoption. In some cases, there is a two year cycle (government). Other options must be worked out in advance with the department chair. It is the ISD’s responsibility to verify the textbook being ordered is the most recently approved text. Digital Resources attached to the student’s account will be invoiced back to the School District or charged to the student. The ISD or the student is responsible for the books whether electronic or hard copy.

13. FUNDING

13.1 State funding for college courses offered for dual credit will be available to both the School District and TJC based on current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (i)(1)]

13.2TJC may only claim funding for students getting college credit in core curriculum, career and technical education, and foreign language Dual Credit courses. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (i)(2)]

14 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 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 Faculty.

13.1 Any non-academic complaints or concerns against or removals of Dual Credit 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.

13.2 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.

13.3 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.

13.4 Any termination or suspension of employment with the ISD will automatically cause termination or suspension from the College.

13.5 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.

15 INSTRUCTIONAL CALENDAR:

The School District’s Dual Credit schedule will comply with TJC’s instructional calendar including beginning dates, ending dates and all roster checks and grade reporting dates.

16 MODIFICATION OF AGREEMENT:

This MOU may be amended by mutual written agreement of both parties.

17 TERMINATION OF AGREEMENT:

TJC and the School District reserves the right to terminate this MOU upon service of written notice to the other party ninety (90) days prior to the day of termination. In this event, the date of termination will be the day after the end of the semester during which the ninety (90) day period expires.

18 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.

19 **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.

20 **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*.

21 **CONFIDENTIALITY AND SAFEGUARDING 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.

22 **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.

23 **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.

24 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.

25 TOBACCO POLICY:

TJC provides a friendly, tobacco-free environment at all of its campuses and satellite facilities.

26 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.


27 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.

28 **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 of 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.

EXECUTED IN TWO (2) original counterparts on this _____ day of _____, 2019.



Dr. Mike Metke, Chancellor
Tyler Junior College

Dr. Marty Crawford, Superintendent
Tyler Independent School District



President, Board of Trustees
Tyler Junior College

President, Board of Trustees
Tyler Independent School District

**PLEASE RETURN THE SIGNED ORIGINAL MEMORANDUM OF UNDERSTANDING TO
TYLER JUNIOR COLLEGE**

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

	FY 2019-2020
DUAL CREDIT TUITION/FEES:	
Fee for dual credit students attempting a course three or more times	75.00 per credit hr
Dual Credit Late Processing Fee per course per student after Census Day	100.00
DIFFERENTIAL TUITION OFFERED ON A TJC CAMPUS	
Culinary Arts (knives/uniform)	Additional fees apply
Emergency Medical Technology	Additional fees apply
EMSP 1166 –Emergency Medical Technology/Technician Practicum	298.00
EMSP 1167-- Emergency Medical Technology/Technician Practicum	388.00
COURSE INCLUSIVE ACCESS FEES:	
ACCT 2301-Principles of Financial Accounting	106.00
ACCT 2302-Principles of Managerial Accounting	106.00
ACNT 1303-Introduction to Accounting I	143.00
ACNT 1304-Introduction to Accounting II	143.00
ACNT 2311-Managerial Accounting	106.00
BCIS 1405-Business Computer Applications	75.00
*BIOL 1322-Nutrition and Diet Therapy	80.00
BIOL 2404- Anatomy & Physiology	TBD
BIOL 2401-Anatomy & Physiology I	75.00
BIOL 2402-Anatomy & Physiology II	75.00
BIOL 2420-Microbiology for non-science majors	70.00
COMM 1307-Introduction to Mass Communications	60.00
COSC 1301-Introduction to Computing	100.00
ECON 2301-Principles of Macroeconomics	84.00
*ECON 2302-Principles of Microeconomics	84.00
GOVT 2305-Federal Government	76.00
HITT 1305-Medical Terminology	54.00
HUMA 1301-Introduction to Humanities	60.00
PHIL 1301-Introduction to Philosophy	60.00
PHIL 2306-Introduction to Ethics	24.00
WLDG 1204 Fundamentals of Oxy-Fuel Welding and Cutting	20.00
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

EXHIBIT B
TJC/Dual Credit Academic Course Equivalency Crosswalk

Teacher credentials required for technical dual credit:

A Master's degree with 18 hours in the field of study, or (Masters of English)

A Master's degree and 18 hours in the field of study. (Masters of Education and 18 hours in English)

*Not available for Dual Credit. Course is not in the Core Curriculum. Available to ECHS only.

Course Number	Tyler Junior College Course Title	High School TEKS Course	PEIMS Code	College Credit	HS Credit
Academic Course Guide					
Business					
ECON 2301	Principles of Macroeconomics	Economics	03310301	3	0.5
*ECON 2302	Principal of Microeconomics	Advanced Economics	03310321	3	0.5
Communications					
SPCH 1315	Public Speaking	Public Speaking	03240900	3	0.5
SPCH 1321	Business & Prof Communications	Professional Communications	13009900	3	0.5
English/Language Arts					
ENGL 1301	Composition & Rhetoric	English 3 or English 4	03220300 Jr	3	0.5
ENGL 1302	Composition & Intro to Lit		03220400 Sr	3	0.5
ENGL 2311	Technical & Business Writing	English 3B or 4B/ or Research/Technical Writing	03221100	3	0.5
ENGL 2332	World Literature	English 4 if ENGL 1301 complete	03220300 Jr	3	0.5
ENGL 2333	World Literature		03220400 Sr	3	0.5
HUMA 1301	Introduction to Humanities	English 4A or 4B or Humanities	03221600	3	0.5
Fine Arts					
ARTS 1301	Art Appreciation	Art 1	03500100	3	1
DANC 2303	Dance Appreciation I	Dance 1		3	1
DRAM 1310	Introduction to Theatre	Theatre Arts 1	03250100	3	1
MUSI 1306	Music Appreciation	Music Appreciation 1	03155600	3	1
Foreign Lang.					
SPAN 1411	Beginning Spanish	Spanish 2	03440200	4	1
SPAN 1412	Beginning Spanish	Spanish 3	03440300	4	1
SPAN 2311	Intermediate Spanish	Spanish 4	03440400	3	1
SPAN 2312	Intermediate Spanish	Spanish 5	03440500	3	1
Mathematics					
MATH 1314	College Algebra	Independent Study /PreCalc	03101100 03100600	3	1
MATH 1316	Trigonometry	Independent Study/ PreCalc	03101100 0310250x	3	0.5
MATH 1332	Contemporary Math (Quantitative Reasoning)	Adv Quantitative Reasoning or Math Models	0310250x	3	1
MATH 1342	Statistics/Statistical Methods	Independent Study or PreCalc A/B or Adv. Quan. Reasoning	0310250x	3	0.5
MATH 2412	Pre-Calculus	Independent Study or PreCalculus A/B	0310250x	4	1
MATH 2413	Calculus I	Independent Study or Calculus	03101100	4	1
*MATH 2414	Calculus II	Independent Study or Calculus	0310250x	4	1
Natural Sciences					

BIOL 1406	Biology for Science Majors I	Biology or	03010200	4	0.5
BIOL 1407	Biology for Science Majors II	Scientific Research & Design	13037200	4	0.5
BIOL 1408	Biology Non Science Majors I	Biology or	03010200	4	0.5
BIOL 1409	Biology Non Science Majors II	Scientific Research & Design	13037200	4	0.5
BIOL 2404	Intro Anatomy & Physiology	Intro to Anatomy & Physiology	13020600	4	0.5
BIOL 2401	Anatomy & Physiology I	Anatomy & Physiology I	13020600	4	0.5
BIOL 2402	Anatomy & Physiology I	Anatomy & Physiology II	13020600	4	0.5
BIOL 2406	Environmental Biology	Earth & Space Science or Environmental Systems	03020000	4	0.5
BIOL 2420	Microbiology	Medical Microbiology	13020700	4	0.5
Physical Sciences					
GEOL 1403	Physical Geology	Earth & Space Science	03060200	4	0.5
GEOL 1404	Historical Geology	Earth & Space Science	03060200	4	0.5
PHYS 1403	Stars and Galaxies	Astronomy or Earth & Space Science	03060100 03060200	4	1
PHYS 1404	Solar System	Astronomy or Earth & Space Science	03060100 03060200	4	1
Social Sciences					
GOVT 2305	American Government (Fed)	US Government	03330100	3	0.5
GOVT 2306	Texas Government	Social Studies Advanced Studies	03380001	3	0.5
HIST 1301	United States History I	US History A	03340100	3	0.5
HIST 1302	United States History II	US History B	03340100	3	0.5
HIST 2311	Western Civilizations 1	Social Studies Advanced Studies	03380001	3	0.5
PSYC 2301	General Psychology	Psychology	03350100	3	0.5
PSYC 2314	Lifespan Growth & Development	Human Growth and Development	13014300	3	1
SOCI 1301	Introduction to Sociology	Sociology	03370100	3	0.5
Electives					
*PHED 1304	Personal/Community Health	Health Education	03810100	3	0.5
COSC 1301	Introduction to Computing	Principal of Info Tech or Fundamental of Comp Science	13027200	3	1
BCIS 1405	Business Computer Apps	Business Info Management 1	13011400	4	1
COMM 1307	Intro to Mass Communication	Visual Media	03221700	3	0.5
*BIOL 1322	Nutrition & Diet Therapy	Lifetime and Wellness	13024500	3	0.5
CRIJ 1301	Introduction to Criminal Justice	Law Enforcement 1	13029300	3	1
CRIJ 1306	Court Systems and Practices	Court Systems and Practices	13029600	3	1
CRIJ 1310	Fundamentals of Criminal Law	Principles of Law, Public Safety, Corrections & Security	13029200	3	1
*CRIJ 2313	Correctional Systems & Prac	Correctional Services	13029700	3	1
CRIJ 2328	Police Systems and Practices	Law Enforcement 2	12568704	3	1
*PSYC 2319	Social Psychology	Special Topics in Social Studies	03380001	3	0.5
SOCI 1306	Social Problems	Special Topics in Social Studies	03380001	3	0.5
*SOCI 2301	Marriage and Family	Advanced Social Studies	03380001	3	0.5
*SOCI 2319	Minority Studies	Special Topics in Social Studies	03380001	3	0.5
*SOCI 2340	Drug Use and Abuse	Social Studies Research	03380001	3	0.5

EXHIBIT C
TJC/Dual Credit Technical Course Equivalency Crosswalk

Teacher credentials required for technical dual credit:

- *A Master's degree with 18 hrs in the field of study.
- *A bachelor's degree with a major directly related to the field/course taught, or
- *A bachelor's degree in any field with a minimum of 3 yrs of verifiable work force experience directly related to field/course taught, or
- *An associate's degree with a minimum of three-five years of verifiable work force experience directly related to the field/course taught.

Code	HS Course	PEIMS	TJC Course
ARCHITECTURE and CONSTRUCTION			
DFTG 1409	Engineering Design/Presentation	13036500	Basic Computer Aided Design
DFTG 1405*	Engineer Design & Presentation	13036500	Technical Drafting (DFTG 1409)
DFTG 1417*	Architectural Design	13004600	Architectural Draft-Residential (DFTG 1409)
ARTS, AUDIOVISUAL TECHNOLOGY and COMMUNICATIONS			
ARTC 1302	Graphic Design and Illustration	13008810	Digital Imaging
ARTC 1305	Graphic Design and Illustration	13008800	Basic Graphic Design
ARTC 1313	Printing and Imaging Technology	13009600	Digital Publishing 1
RTVB 2330	Practicum in Audio/Video Prod.	13008700	Film and Video Editing
BUSINESS MANAGEMENT and ADMINISTRATION			
BMGT 1327	Business Management	13012100	Principles of Management
ITSC 1309	Business Information Mgmt 2	13011500	Integrated Software Apps
HPRO 2301	Human Resource Management	13011900	Human Resource Management
FINANCE			
ACNT 1303	Accounting 1	13016600	Introduction to Accounting I
ACNT 1304*	Accounting 2	13016700	Introduction to Accounting II (ACNT 1303)
BUSG 1304	Personal/ Financial Literacy or Money Matters	13016200	Financial Literacy
FIRE ACADEMY			
FIRT 1301	Firefighting I	13029900	Fundamentals of Fire Protection
FIRS 1301	Firefighting I	13029900	Fire Fighter Certification I
FIRS 1407	Firefighting I	13029900	Fire Fighter Certification II
FIRS 1313	Firefighting I	13029900	Fire Fighter Certification III
FIRS 1319	Firefighting I	13029900	Fire Fighter Certification IV
FIRS 1323	Firefighting II	13030000	Fire Fighter Certification V
FIRS 1329	Firefighting II	13030000	Fire Fighter Certification VI
FIRS 1433	Firefighting II	13030000	Fire Fighter Certification VII
HEALTH SCIENCE			
HPRS 1105	Principles of Health Science A	13020200	Essentials Medical Law/Ethics for Health Prof
HPRS 1201	Principles of Health Science B	13020200	Introduction to Health Services
HITT 1305	Medical Terminology	13020300	Medical Terminology
EMSP 1160	Practicum of Health Science -EMT	13020500	Clinical-EMT Technician (\$)
EMSP 1501	Practicum of Health Science -EMT	13020500	Emergency Medical Technician (\$)

HOSPITALITY & TOURISM (Begins Fall 2019) (\$)				
CHEF 1205	Culinary Arts I	13022600	Sanitation and Safety	
CHEF 1401	Culinary Arts I	13022600	Basic Food Preparation	
CHEF 2331	Culinary Arts I	13022600	Adv. Food Prep (restaurant cooking)	
HAMG 1321	Hospitality Services	13022800	Introduction to Hospitality Industry	
PSTR 1301	Advanced Culinary	13022650	Fundamentals of Baking	
PSTR 1305	Advanced Culinary	13022650	Breads and Rolls	
PSTR 1310	Advanced Culinary	13022650	Pies, Tarts, Teacakes and Cookies	
RSTO 1204	Advanced Culinary	13022650	Dining Room Service (restaurant service)	
RSTO 1313	Advanced Culinary	13022650	Hospitality Supervision	
HUMAN SERVICES (\$\$)				
CDEC 1319	Child Guidance	13024800	Child Guidance	
CDEC 1354	Child Development	13024700	Child Growth and Development	
INFORMATION TECHNOLOGY				
CPMT 1311*	Computer Maintenance Tech	13027300	Intro to Computer Maintenance (ITSC 1305)	
ITNW 1325	Telecommunications & Network	13027400	Fundamentals of Network Technologies	
IMED 1301	Digital & Interactive Media	13027800	Introduction to Digital Media	
IMED 1316*	Web Technologies	13027900	Web Design I (ARTC1313 or COMM 1335)	
LAW, PUBLIC SAFETY, CORRECTIONS and SECURITY (\$\$)				
CRIJ 1301	Law Enforcement 1	13029300	Intro to Criminal Justice	
CRIJ 1306	Court Systems & Practices	13029600	Court Systems and Practices	
CRIJ 1310	Principles of Law, Public Safety	13029200	Fundamentals of Criminal Law	
CRIJ 2328	Law Enforcement 2	12568704	Police Systems & Practices	
MANUFACTURING				
WLDG 1204		13032300	Fundamental of Oxy Fuel Weld & Cut	
WLDG 1428*	Welding Advanced	13032400	Intro to Shielded Metal Arc Welding	
MARKETING				
BUSG 2309	Entrepreneurship	13034400	Small Business Management or Entrepreneurship	
MRKG 1302	Retailing	13034500	Principles of Retailing	
MRKG 1311	Marketing Dynamics	13034700	Principles of Marketing	

\$ Fees/uniforms may be required

\$\$ Academic transfer courses are not free and require a Master's level teacher

*Pre-requisite required

Degree/Certificate Plans

TJC Core Curriculum*

The Core Curriculum at TJC provides students with a solid foundation of knowledge and academic skills which will assist them throughout life. Students planning to continue their education toward a baccalaureate degree can complete core curriculum courses designed to provide a sound background in the liberal arts. Students who successfully complete the TJC core curriculum can transfer that block of courses to any Texas public college or university. Articulation agreements with other Texas colleges and universities mean seamless transfer.

TJC Core requirements are in 3-hour increments. However, some courses offered, such as Mathematics and Life and Physical Sciences, are 4-hour classes. Any overflow (extra) hours above the required Core of 42 hours will apply to the degree requirements.

COMMUNICATIONS CORE (6 HRS)

ENGL 1301 Composition I*
SPCH 1315 Public Speaking **OR**
SPCH 1321 Business & Professional Communication

MATHEMATICS CORE (3 HRS)

MATH 1314 College Algebra
MATH 1316 Plane Trigonometry
MATH 1324 Mathematics for Business & Social Sciences
MATH 1332 Contemporary Mathematics
MATH 1342 Elementary Statistical Methods
MATH 1414 College Algebra
MATH 1442 Elementary Statistical Methods
MATH 2412 Pre-Calculus Math
MATH 2413 Calculus I

LIFE AND PHYSICAL SCIENCES CORE (6 HRS)*

BIOL 1406 Biology for Science Majors I
BIOL 1407 Biology for Science Majors II
BIOL 1408 Biology for Non-Science Majors I
BIOL 1409 Biology for Non-Science Majors II
BIOL 1411 General Botany
BIOL 2401 Anatomy & Physiology I
BIOL 2402 Anatomy & Physiology II
BIOL 2404 Anatomy & Physiology
BIOL 2406 Environmental Biology
CHEM 1405 Introductory Chemistry I
CHEM 1406 Introductory Chemistry I – Allied Health
Emphasis
CHEM 1411 General Chemistry I
CHEM 1412 General Chemistry II
GEOL 1401 Earth Science
GEOL 1403 Physical Geology
GEOL 1404 Historical Geology
PHYS 1401 College Physics I
PHYS 1403 Stars and Galaxies
PHYS 1404 Solar System
PHYS 1405 Elementary Physics I
PHYS 2425 University Physics I
PHYS 2426 University Physics II

LANGUAGE, PHILOSOPHY AND CULTURE CORE (3 HRS)

ENGL 2332 World Literature I
ENGL 2333 World Literature II
HIST 2311 Western Civilization I
HIST 2312 Western Civilization II
HUMA 1301 Introduction to Humanities I
PHIL 1301 Introduction to Philosophy
PHIL 1304 Introduction to World Religions
PHIL 2306 Introduction to Ethics

CREATIVE ARTS CORE (3 HRS)

ARTS 1301 Art Appreciation
DANC 2303 Dance Appreciation
DRAM 1310 Introduction to Theater
MUSI 1306 Music Appreciation
MUSI 1310 American Music

AMERICAN HISTORY CORE (6 HRS)

HIST 1301 United States History I*
HIST 1302 United States History II **OR**
HIST 2301 Texas History

GOVERNMENT/POLITICAL SCIENCE CORE (6 HRS)

GOVT 2305 Federal Government
GOVT 2306 Texas Government

SOCIAL AND BEHAVIORAL SCIENCES CORE (3 HRS)

COMM 1307 Introduction to Mass Communication
ECON 2301 Principles of Macroeconomics
GEOG 1303 World Regional Geography
PSYC 2301 General Psychology
PSYC 2314 Lifespan Growth & Development
SOCL 1301 Introduction to Sociology

COMPONENT AREA OPTION CORE (6 HRS)

EDUC 1300 Learning Framework **OR**
COSC 1301 Introduction to Computing
ENGL 1302 Composition II **OR**
ENGL 2311 Technical & Business Writing

Institution requires all core complete students to take ENGL 1301, HIST 1301 and two lab sciences.

EXHIBIT E.1
TJC 2018-2020 Defined Course Sequence

General Studies-AA

If you haven't really decided what you're passionate about yet, then a General Studies associate's degree is a great starting point. Many people pick a General Studies degree as a way to earn credits while having the flexibility to decide on a career path.

Our general studies program prepares you for transfer to a four-year college or university. The flexible curriculum allows you to set and meet your individual goals while studying a balanced schedule of humanities, mathematics, science and social science courses.

Associate of Arts

TSI Complete

MAJOR COURSES ^A 16 CREDITS

Select any number of elective hours needed to bring the total semester hours to no fewer than 60.*

TJC CORE CURRICULUM 44 CREDITS

In addition to the Major Courses, the student is required to take 44 credit hours from the **TJC Core Curriculum**. These courses must not duplicate courses taken to fulfill the major course requirement.

Major Courses: 16
 TJC Core Curriculum: 44

Total Semester Hours: 60
Recommended Course Sequence:

FIRST SEMESTER CREDIT HOURS

ENGL 1301 Composition I.....	3
HIST 1301 United States History I.....	3
MATH xxxx Mathematics Core.....	3
xxxx x4xx Life and Physical Sciences Core.....	4
EDUC 1300 Learning Framework.....	3

SECOND SEMESTER

ENGL 1302 Composition II OR	3
ENGL 2311	
HIST 1302 United States History II OR	3
HIST 2301	
xxxx x4xx Life and Physical Sciences Core.....	4
xxxx x3xx Creative Arts Core.....	3
xxxx x3xx Major Elective	3

THIRD SEMESTER

SPCH 1315 Public Speaking OR	3
SPCH 1321	
xxxx x3xx Lang., Philosophy, and Culture Core.....	3
xxxx x3xx Major Elective	3
GOVT 2305 Federal Government.....	3
xxxx x3xx Social and Behavioral Sciences Core.....	3

FOURTH SEMESTER

GOVT 2306 Texas Government.....	3
xxxx x3xx Major Elective	3
xxxx x3xx Major Elective	3
xxxx x3xx Major Elective	3
xxxx x1xx Elective.....	1

Total Semester Hours: 60

^AClasses chosen in major must be different from courses used for Core requirements.

**For a General Studies Associate of Arts degree, students must complete all CORE requirements and select any number of additional elective courses to meet no fewer than 60 hours for graduation. Some or all courses should include foreign language, humanities, English, fine arts, sciences or math.*

Automotive Technology-AAS

The Automotive Technology program uses cutting-edge technology and highly specialized training to prepare you for a lucrative career in the automotive industry.

The automobile industry has evolved dramatically during the past two decades from mechanical to highly technical vehicles. TJC will provide state-of-the-art training and intensive hands-on experience you will need to become a successful, highly effective automotive technician.

We are a National Automotive Technicians Education Foundation (NATEF) accredited Master Automobile Service Technology (MAST) program and are a participant in the Mopar Career Automotive Program (CAP) LOCAL national program in partnership with the National Coalition of Certification Centers (NC3). Automotive program courses will enable you to seek employment as an entry-level technician.

Please see an academic advisor, program professor, or the department chair for details if you're interested in a career as an automotive service technician.

**Associate of Applied Science
TSI Complete**

MAJOR COURSES 45 CREDITS

AUMT 1305 Introduction to Automotive Technology
 AUMT 1407 Automotive Electrical Systems
 AUMT 1419 Automotive Engine Repair
 AUMT 2321 Automotive Electrical Diagnosis and Repair
 AUMT 2417 Automotive Engine Performance Analysis I
 AUMT 2434 Automotive Engine Performance Analysis II
 AUMT 2357 Automotive Alternative Fuels
 AUMT 1445 Automotive Climate Control Systems
 AUMT 1410 Automotive Brake Systems
 AUMT 1416 Auto. Suspension and Steering Systems
 AUMT 2413 Automotive Drive Train and Axles
 AUMT 2425 Automotive Automatic Transmission and Transaxle

GENERAL EDUCATION REQUIREMENTS 15 CREDITS

Every Associate of Applied Science degree plan must contain at least 15 semester hours of general education courses. At least one course must be taken from each of the following areas: humanities/fine arts (language, philosophy & culture/creative arts), social/behavioral science (social and behavioral sciences/American history/government/political science), and natural science/mathematics (life and physical sciences/mathematics).

Major Courses: 45

General Education Requirements: 15

Total Semester Hours: 60

Course Sequence:

FIRST SEMESTER CREDIT HOURS

AUMT 1305 Introduction to Automotive Technology 3
 AUMT 1407 Automotive Electrical Systems 4
 AUMT 1419 Automotive Engine Repair..... 4
 ENGL 1301 Composition I 3

SECOND SEMESTER

AUMT 2321 Automotive Electrical Diagnosis 3
 and Repair
 AUMT 2417 Automotive Engine Performance 4
 Analysis I
 AUMT 2434 Automotive Engine Performance 4
 Analysis II
 MATH 1314 College Algebra OR 3
 MATH 1332

SUMMER I

AUMT 2357 Automotive Alternative Fuels 3

THIRD SEMESTER

AUMT 1445 Automotive Climate Control Systems 4
 AUMT 1410 Automotive Brake Systems 4
 AUMT 1416 Automotive Suspension and Steering 4
 Systems
 PHIL 2306 Introduction to Ethics 3

FOURTH SEMESTER

AUMT 2413 Automotive Drive Train and Axles 4
 AUMT 2425 Automotive Automatic Transmission..... 4
 and Transaxle
 SPCH 1321 Bus. & Professional Communication OR ... 3
 SPCH 1315
 SOCI 1301 Introduction to Sociology OR 3
 PSYC 2301

Total Semester Hours: 60

Courses titled in bold type represent general education requirements.

NOTE: Applicants must meet the admission requirements for TJC and achieve minimum scores on the TSI assessments in reading, writing, and math, and on the Bennett Mechanical Comprehension Test.

NOTE: Department-specific courses must be taken in sequence and may have a prerequisite course. Exceptions must be approved in writing by the department chair.

All new students are required to attend automotive orientation.

Students are required to furnish their own tools. (See an academic advisor, program professor, or the department chair for a required tool list.)

Welding Technology-AAS

If you like working with your hands, a career in welding technology may be just right for you. Earn your Associate of Applied Science degree through our Welding Technology program and join an industry that is in demand and has a great outlook for the future.

Our hands-on teaching methods and state-of-the-art lab allow you to get your hands dirty and really experience what welding is like. You will get acclimated to the tools used in the industry, safety procedures and the latest welding techniques.

The experience you will gain with our program is as close as you can get to the real thing. The program is designed to qualify the student for entry-level code welding for industry.

Join the Welding Technology program and let us ignite what could be a lucrative future for you.

Associate of Applied Science

TSI Complete

MAJOR COURSES 45 CREDITS

- WLDG 1204 Fundamentals of Oxy-Fuel Welding & Cutting
- WLDG 1313 Introduction to Blueprint Reading for Welders
- WLDG 1428 Introduction to Shielded Metal Arc Welding (SMAW)
- WLDG 2443 Advanced Shielded Metal Arc Welding (SMAW)
- WLDG 1317 Introduction to Layout and Fabrication
- WLDG 1430 Introduction to Gas Metal Arc Welding (GMAW)
- WLDG 1312 Introduction to Flux Cored Arc Welding (FCAW)
- WLDG 1435 Introduction to Pipe Welding
- WLDG 2453 Advanced Pipe Welding
- ITSC 1309 Integrated Software Applications I
- WLDG 1434 Introduction to Gas Tungsten Arc Welding (GTAW)
- WLDG 2451 Advanced Gas Tungsten Arc Welding (GTAW)
- WLDG 1327 Welding Codes and Standards

GENERAL EDUCATION REQUIREMENTS 15 CREDITS

Every Associate of Applied Science degree plan must contain at least 15 semester hours of general education courses. At least one course must be taken from each of the following areas: humanities/fine arts (language, philosophy & culture/creative arts), social/behavioral science (social and behavioral sciences/American history/government/political science), and natural science/mathematics (life and physical sciences/mathematics).

Major Courses: 45

General Education Requirements: 15

Total Semester Hours: 60

Recommended Course Sequence:

FIRST SEMESTER CREDIT HOURS

- WLDG 1204 Fundamentals of Oxy-Fuel Welding and 2
Cutting
- WLDG 1313 Introduction to Blueprint Reading for 3
Welders
- WLDG 1428 Introduction to Shielded Metal Arc 4
Welding (SMAW)
- ENGL 1301 Composition I 3

SECOND SEMESTER

- WLDG 2443 Advanced Shielded Metal Arc Welding 4
(SMAW)
- WLDG 1317 Introduction to Layout and Fabrication 3
- WLDG 1430 Introduction to Gas Metal Arc Welding 4
(GMAW)
- MATH 1314 College Algebra OR 3
- MATH 1316 OR MATH 1324 OR MATH 1332

SUMMER I

- WLDG 1312 Introduction to Flux Cored Arc Welding 3
(FCAW)

THIRD SEMESTER

- WLDG 1435 Introduction to Pipe Welding 4
- WLDG 2453 Advanced Pipe Welding 4
- ITSC 1309 Integrated Software Applications I 3
- SPCH 1321 Bus. & Professional Communication 3

FOURTH SEMESTER

- WLDG 1434 Introduction to Gas Tungsten Arc 4
Welding (GTAW)
- WLDG 2451 Advanced Gas Tungsten Arc Welding 4
(GTAW)
- PHIL 2306 Introduction to Ethics 3
- PSYC 2301 General Psychology OR 3
- SOCI 1301

SUMMER I

- WLDG 1327 Welding Codes and Standards 3

Total Semester Hours: 60

Courses titled in bold type represent general education courses.

NOTE: Applicants must meet the admission requirements for TJC, meet minimum standards on the TSI assessments in reading, writing, and math and achieve a minimum score on the Bennett Mechanical Comprehension Test.

NOTE: Department-specific courses must be taken in sequence and may have a prerequisite course. Exceptions must be approved in writing by the department chair.

All new students are required to attend welding orientation.

EXHIBIT E.4
TJC 2018-2020 Defined Course Sequence

Business Management-AAS

Business Management is about ideas and capabilities; leading, not following. Our business management program instills you with the tools and skills needed to successfully manage a business.

We engage in real-world scenarios and projects that will allow you to develop leadership as well as managerial and strategic skills, setting you up for a career in business management. Our program allows you to transfer on to a four year degree, but is also ideal if you are currently employed and are looking for the knowledge and credentials to help you advance within your organization.

We provide several certificates to give you a quick path to the workforce, while maintaining the ability to complete an AAS in Business Management.

Associate of Applied Science
TSI Complete

MAJOR COURSES 42 CREDITS

- BUSI 1301 Business Principles
- ACNT 1303 Introduction to Accounting I OR
- ACCT 2301 Principles of Financial Accounting
- BMGT 1327 Principles of Management
- ITSW 1304 Introduction to Spreadsheets OR
- COSC 1301 Introduction to Computing OR
- BCIS 1405 Business Computer Applications
- BUSG 1304 Financial Literacy
- HRPO 2307 Organizational Behavior
- MRKG 1311 Principles of Marketing
- ACNT 2311 Managerial Accounting
- BUSG 2309 Small Business Mgmt./Entrepreneurship
- BMGT 2310 Financial Management
- HRPO 2301 Human Resources Management
- BMGT 2309 Leadership
- BMGT 1341 Business Ethics
- BMGT 2341 Strategic Management

GENERAL EDUCATION REQUIREMENTS 18 CREDITS

Every Associate of Applied Science degree plan must contain at least 15 semester hours of general education courses. At least one course must be taken from each of the following areas: humanities/fine arts (language, philosophy & culture/creative arts), social/behavioral science (social and behavioral sciences/American history/government/political science), and natural science/mathematics (life and physical sciences/mathematics).

Major Courses: 42
General Education Requirements: 18

Total Semester Hours: 60

Recommended Course Sequence:

FIRST SEMESTER CREDIT HOURS

- BUSI 1301 Business Principles 3
- ACNT 1303 Introduction to Accounting I OR 3
- ACCT 2301
- BMGT 1327 Principles of Management 3
- ITSW 1304 Introduction to Spreadsheets OR 3
- COSC 1301 OR
- BCIS 1405
- ENGL 1301 Composition I 3**

SECOND SEMESTER

- BUSG 1304 Financial Literacy 3
- HRPO 2307 Organizational Behavior 3
- MRKG 1311 Principles of Marketing 3
- ACNT 2311 Managerial Accounting 3
- ENGL 2311 Technical & Business Writing OR 3**
- ENGL 1302**

THIRD SEMESTER

- BUSG 2309 Small Business Mgmt./Entrepreneurship ... 3
- BMGT 2310 Financial Management 3
- HRPO 2301 Human Resources Management 3
- BMGT 2309 Leadership 3
- MATH 1314 College Algebra OR 3**
- MATH 1332 OR**
- MATH 1342**

FOURTH SEMESTER

- BMGT 1341 Business Ethics 3
- BMGT 2341 Strategic Management 3
- ECON 2301 Principles of Macroeconomics 3**
- SPCH 1321 Bus. & Professional Communication OR ... 3**
- SPCH 1315**
- ENGL 2332 World Literature I OR 3**
- Creative Arts Core**

Total Semester Hours: 60

Courses titled in bold type represent general education requirements. Completion of BCIS 1405 is strongly recommended prior to enrollment in ACCT 2301 and ACCT 2302.

Law Enforcement Investigations-AAS

One of the growing interests today is the area of criminal investigations, especially as they are related to the field of crime scene or forensic investigations. The need for proper investigations and use of crime scene forensics is at an all-time high.

The Associate of Applied Science in Law Enforcement Investigations is intended for those who wish to seek employment with a law enforcement agency upon graduation.

We instill in our students the sharp and instinctive skills needed to become a criminal investigator. More importantly, we incorporate specialized courses in the field of criminal investigations, including basic field work in crime scene processing. Our program's emphasis is to provide you the basic background skills needed to become a criminal investigator.

Associate of Applied Science
TSI Complete

MAJOR COURSES 33 CREDITS

- CRIJ 1301 Introduction to Criminal Justice
- CRIJ 1310 Fundamentals of Criminal Law
- CRIJ 2328 Police Systems and Practices
- CRIJ 1306 Court Systems and Practices
- CJSA 1308 Criminalistics I
- CRIJ 2314 Criminal Investigation
- CJSA 2323 Criminalistics II
- CRIJ 1307 Crime in America
- CJSA 2332 Criminalistics III
- CRIJ 2323 Legal Aspects of Law Enforcement
- CJSA 1393 Special Topics in Criminal Justice Studies

GENERAL EDUCATION REQUIREMENTS 18 CREDITS

Every Associate of Applied Science degree plan must contain at least 15 semester hours of general education courses. At least one course must be taken from each of the following areas: humanities/fine arts (language, philosophy & culture/creative arts), social/behavioral science (social and behavioral sciences/American history/government/political science), and natural science/mathematics (life and physical sciences/mathematics).

Major Courses: 33
 General Education Requirements: 27

Total Semester Hours: 60

Recommended Course Sequence:

FIRST SEMESTER CREDIT HOURS

- ENGL 1301 Composition I** 3
- HIST 1301 United States History I** 3
- CRIJ 1301 Introduction to Criminal Justice 3
- CRIJ 1310 Fundamentals of Criminal Law 3
- CRIJ 2328 Police Systems and Practices..... 3

SECOND SEMESTER

- ENGL 2311 Technical & Business Writing** 3
- SPCH 1321 Bus. & Professional Communication** 3
- CRIJ 1306 Court Systems and Practices 3
- CJSA 1308 Criminalistics I 3
- CRIJ 2314 Criminal Investigation 3

THIRD SEMESTER

- GOVT 2305 Federal Government** 3
- MATH 1314 College Algebra OR**3
- MATH 1332 OR**
- MATH 1342**
- xxxx x3xx Lang., Philosophy and Culture Core OR** 3
- Creative Arts Core**
- CJSA 2323 Criminalistics II 3
- CRIJ 1307 Crime in America 3

FOURTH SEMESTER

- GOVT 2306 Texas Government** 3
- xxxx x3xx Social and Behavioral Sciences Core**..... 3
- CJSA 2332 Criminalistics III 3
- CRIJ 2323 Legal Aspects of Law Enforcement 3
- CJSA 1393 Special Topics in Criminal Justice Studies 3

Total Semester Hours: 60

Courses titled in bold type represent general education requirements

EXHIBIT E.6
TJC 2018-2020 Defined Course Sequence

Culinary Arts-AAS

The Associate of Applied Science in Culinary Arts prepares students for entry-level restaurant management positions. Students will learn culinary and baking skills as well as management theories, practices, and strategies. Students will spend much of their time working in a culinary arts lab learning traditional, current, American, and international cooking techniques as well as inventory management and purchasing.

Basic Culinary, Certificate of Proficiency

This certificate introduces students to food safety, kitchen equipment, and basic cooking techniques. These courses teach the fundamental principles of knife and food handling as well as nutrition and menu management. Students earning this certificate will be prepared for entry level positions in various types of kitchens.

Pastry Arts, Certificate of Proficiency

This certificate is for individuals interested in the professional baking industry. Students will learn the fundamentals of baking and cake decorating as well as food safety. Graduates will be prepared for entry level positions in the baking/pastry industry.

Associate of Applied Science
TSI Complete

MAJOR COURSES 45 CREDITS

- CHEF 1205 Sanitation and Safety
- IFWA 1218 Nutrition for the Food Service Professional
- HAMG 1321 Introduction to Hospitality Industry
- PSTR 1301 Fundamentals of Baking
- CHEF 1401 Basic Food Preparation
- RSTO 1325 Purchasing for Hospitality Operations
- CHEF 2331 Advanced Food Preparation*
- RSTO 1321 Menu Management
- RSTO 1204 Dining Room Service*
- CHEF 1441 American Regional Cuisine*
- CHEF 1340 Meat Preparation and Cooking*
- RSTO 1313 Hospitality Supervision
- CHEF 1445 International Cuisine*
- CHEF 1364 Practicum (or Field Experience)
- Culinary Arts/Chef Training
- CHEF 1310 Garde Manger*

**Students interested in an AAS with emphasis in Pastry should take 'OR' courses and associated prerequisites/corequisites.*

- PSTR 1305 Breads and Rolls
- PSTR 1306 Cake Decorating I
- PSTR 2431 Advanced Pastry
- PSTR 2301 Chocolates and Confections
- PSTR 2307 Cake Decorating II
- PSTR 1310 Pies, Tarts, Teacakes, and Cookies

GENERAL EDUCATION REQUIREMENTS 15 CREDITS

Every Associate of Applied Science degree plan must contain at least 15 semester hours of general education courses. At least one course must be taken from each of the following areas: humanities/fine arts (language, philosophy & culture/creative arts), social/behavioral science (social and behavioral sciences/American history/government/political science), and natural science/mathematics (life and physical sciences/mathematics).

Major Courses: 45
General Education Requirements: 15
Total Semester Hours: 60

Recommended Course Sequence:

FIRST SEMESTER CREDIT HOURS

- ENGL 1301 Composition I** 3
- HIST 1301 United States History I** 3
- CRIJ 1301 Introduction to Criminal Justice 3
- CRIJ 1310 Fundamentals of Criminal Law 3
- CRIJ 2328 Police Systems and Practices..... 3

SECOND SEMESTER

- ENGL 2311 Technical & Business Writing** 3
- SPCH 1321 Bus. & Professional Communication** 3
- CRIJ 1306 Court Systems and Practices 3
- CJSA 1308 Criminalistics I 3
- CRIJ 2314 Criminal Investigation 3

THIRD SEMESTER

- GOVT 2305 Federal Government** 3
- MATH 1314 College Algebra OR**3
- MATH 1332 OR**
- MATH 1342**
- xxxx x3xx Lang., Philosophy and Culture Core OR** 3
- Creative Arts Core**
- CJSA 2323 Criminalistics II 3
- CRIJ 1307 Crime in America 3

FOURTH SEMESTER

- GOVT 2306 Texas Government** 3
- xxxx x3xx Social and Behavioral Sciences Core**..... 3
- CJSA 2332 Criminalistics III 3
- CRIJ 2323 Legal Aspects of Law Enforcement 3
- CJSA 1393 Special Topics in Criminal Justice Studies 3

Total Semester Hours: 60

Courses titled in bold type represent general education requirements

Emergency Medical Service Prof.-AAS

Our fast-paced Emergency Medical Services program will train you to provide lifesaving care to the sick and injured on the scene and during emergency transport.

The AAS in our EMSP program provides a close-knit community of hardworking healthcare professionals guiding you toward a fulfilling career in emergency medical care. You will be trained to respond to and assess, treat and transport victims of sudden illness or injury.

Upon successful completion of the EMSP program, you can apply for certification as an emergency medical technician.

Associate of Applied Science

TSI Complete

MAJOR COURSES 43 CREDITS

EMSP 1501 Emergency Medical Technician
EMSP 1160 Clinical – Emergency Medical Technology/Technician (EMT Paramedic)
EMSP 1338 Introduction to Advanced Practice
EMSP 1356 Patient Assessment and Airway Management
EMSP 1355 Trauma Management
EMSP 2306 Emergency Pharmacology
EMSP 1260 Clinical – Emergency Medical Technology/Technician (EMT Paramedic)
EMSP 2444 Cardiology
EMSP 2434 Medical Emergencies
EMSP 2330 Special Populations
EMSP 2260 Clinical – Emergency Medical Technology/Technician (EMT Paramedic)
EMSP 2305 EMS Operations
EMSP 2243 Assessment Based Management
EMSP 2266 Practicum (or Field Experience) – Emergency Medical Technology/Technician (EMT Paramedic)
HITT 1305 Medical Terminology I

GENERAL EDUCATION REQUIREMENTS 17 CREDITS

Every Associate of Applied Science degree plan must contain at least 15 semester hours of general education courses. At least one course must be taken from each of the following areas: humanities/fine arts (language, philosophy & culture/creative arts), social/behavioral science (social and behavioral sciences/American history/government/political science), and natural science/mathematics (life and physical sciences/mathematics).

Major Courses: 43

General Education Requirements: 17

Total Semester Hours: 60

The student will be eligible to apply for certification as an emergency medical technician. Rules governing levels of certifications are constantly being revised by the Texas State Department of Health Services and National Registry of EMTs; therefore, offerings are subject to change as required by law. Always consult an advisor or the director of the EMSP program prior to enrollment. The TJC EMS Program is accredited by the Commission on Accreditation of Allied Health Education Programs (www.caahep.org) upon the recommendation of the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP). Commission on Accreditation of Allied Health Education Programs: 1361 Park Street, Clearwater, FL, 33756, 727-210-2350, www.caahep.org CoAEMSP: 8301 Lakeview Parkway Suite 111-312, Rowlett, TX 75088-214-703-8445, FAX 214-703-8992, www.coaemsp.org

Course Sequence:

PREREQUISITES CREDIT HOURS

EMSP 1501 Emergency Medical Technician 5
EMSP 1160 Clinical - Emergency Medical 1
Technology/Technician (EMT Paramedic) OR Currently certified/registered as an Emergency Medical Technician

FIRST SEMESTER*

EMSP 1338 Introduction to Advanced Practice 3
EMSP 1356 Patient Assessment and Airway Management ... 3
EMSP 1355 Trauma Management 3
EMSP 2306 Emergency Pharmacology 3
EMSP 1260 Clinical - Emergency Medical 2
Technology/Technician (EMT Paramedic)

SECOND SEMESTER

EMSP 2444 Cardiology 4
EMSP 2434 Medical Emergencies 4
EMSP 2330 Special Populations 3
EMSP 2260 Clinical - Emergency Medical 2
Technology/Technician (EMT Paramedic)

SUMMER I

EMSP 2305 EMS Operations 3
EMSP 2243 Assessment Based Management 2
EMSP 2266 Practicum (or Field Experience) 2
Emergency Medical Technology/Technician (EMT Paramedic)

THIRD SEMESTER

BIOL 2401 Anatomy & Physiology I** 4
HITT 1305 Medical Terminology I 3
PSYC 2314 Lifespan Growth & Development OR 3
PSYC 2301
ENGL 1301 Composition I 3

FOURTH SEMESTER

BIOL 2402 Anatomy & Physiology II 4
xxxx x3xx Lang., Philosophy and Culture Core OR 3
Creative Arts Core

Total Semester Hours: 60

Courses titled in bold type represent general education requirements.

**EMS Certification as an EMT-Basic is required 30 days after the beginning of Semester I. Failure to do so will result in expulsion from the program.*

***BIOL 2404 is recommended as preparation for BIOL 2401 for students who do not have a strong background in biology; but BIOL 2404 will not substitute for BIOL 2401*

Fire Protection Technology-AAS

Fire Protection is about creating, maintaining and providing a safer environment for society.

Our team at TJC offers some of the best fire protection instruction. All instructors are full-time, professional firefighters with approximately 200 cumulative years of experience in the fields of fire protection and prevention.

In our program, you will learn basic training and education in fire and arson investigation practices and industrial emergency responses, as well as prepare to become firefighters and fire officers. With this degree, you can also pursue further academics in Fire Technology.

Your training for building a safer tomorrow starts today, at TJC.

Associate of Applied Science
TSI Complete

MAJOR COURSES 45 CREDITS

- FIRT 1301 Fundamentals of Fire Protection
- FIRT 1353 Legal Aspects of Fire Protection
- FIRT 1329 Building Codes and Construction
- FIRT 1338 Fire Protection Systems
- FIRT 1307 Fire Prevention Codes and Inspections
- FIRT 1333 Fire Chemistry I
- COSC 1301 Introduction to Computing
- FIRT 1309 Fire Administration I
- FIRT 1315 Hazardous Materials I
- FIRT 1303 Fire and Arson Investigations I
- FIRT 1305 Public Education Programs
- FIRT 1349 Fire Administration II
- FIRT 2309 Firefighting Strategies and Tactics I
- FIRT 1347 Industrial Fire Protection
- FIRT 2389 Internship – Fire Protection and Safety Technology/Technician

GENERAL EDUCATION REQUIREMENTS 15 CREDITS

Every Associate of Applied Science degree plan must contain at least 15 semester hours of general education courses. At least one course must be taken from each of the following areas: humanities/fine arts (language, philosophy & culture/creative arts), social/behavioral science (social and behavioral sciences/American history/government/political science), and natural science/mathematics (life and physical sciences/mathematics).

Major Courses: 45

General Education Requirements: 15

Total Semester Hours: 60

Recommended Course Sequence:

FIRST SEMESTER CREDIT HOURS

- FIRT 1301 Fundamentals of Fire Protection 3
- FIRT 1353 Legal Aspects of Fire Protection 3
- FIRT 1329 Building Codes and Construction 3
- ENGL 1301 Composition I** 3
- MATH 1314 College Algebra OR** 3
- MATH 1316 OR
- MATH 1324 OR
- MATH 1332

SECOND SEMESTER

- FIRT 1338 Fire Protection Systems 3
- FIRT 1307 Fire Prevention Codes and Inspections 3
- FIRT 1333 Fire Chemistry I 3
- SPCH 1321 Bus. & Professional Communication** 3
- COSC 1301 Introduction to Computing 3

THIRD SEMESTER

- FIRT 1309 Fire Administration I 3
- FIRT 1315 Hazardous Materials I 3
- FIRT 1303 Fire and Arson Investigations I 3
- GOVT 2306 Texas Government** 3
- xxxx x3xx Lang., Philosophy and Culture Core*** 3

FOURTH SEMESTER

- FIRT 1305 Public Education Programs 3
- FIRT 1349 Fire Administration II 3
- FIRT 2309 Firefighting Strategies and Tactics I 3
- FIRT 1347 Industrial Fire Protection 3
- FIRT 2389 Internship – Fire Protection and Safety Technology/Technician 3

Total Semester Hours: 60

Courses titled in bold type represent general education requirements.

**PHIL 2306 preferred.*

Note: Upon review, students who have successfully completed an accredited Basic Fire Academy recognized by the Texas Commission on Fire Protection and successfully pass the State Certification Exam may be eligible to apply up to 15 hours' credit toward the associate degree in Fire Protection. Posting fee required. Students must complete a minimum of three semester credit hours at TJC to be eligible. Credit will be awarded and posted to the student's transcript during the final semester of coursework applicable to the AAS in Fire Protection Technology program. For more information, students should contact the department chair.

EXHIBIT E.9
TJC 2018-2020 Defined Course Sequence

Medical Office Management-AAS

One of the fastest growing occupations in the health care field is medical office management. To fit this growing need for skillful professionals, we offer an Associate of Applied Science and certificate of proficiency in Medical Office Management.

The Medical Office Management program is committed to meeting the needs of the medical community by providing well-qualified employees who understand the principles of medical office work.

During your time at TJC, you will receive specialized training from our expert faculty in the knowledge of medical administrative procedures, as well as learn excellent interpersonal skills and how to perform administrative tasks needed for an efficiently-run physician's office or clinic.

Upon graduation, you will be highly qualified to seek employment or continue on to earn a bachelor's degree.

With a degree from TJC, you will be ready to enter the workforce in no time.

Associate of Applied Science
TSI Complete

MAJOR COURSES 41 CREDITS

- POFM 1317 Medical Administrative Support
- HITT 1305 Medical Terminology I
- POFM 1327 Medical Insurance
- ITSW 1301 Introduction to Word Processing
- POFT 1301 Business English
- HRPO 2307 Organizational Behavior
- POFT 1321 Business Math
- POFT 1313 Professional Workforce Preparation
- POFM 1300 Basic Medical Coding
- ITSW 1304 Introduction to Spreadsheets
- POFM 2310 Intermediate Medical Coding
- POFM 1302 Medical Software Applications
- POFM 2280 Cooperative Education – Medical Administrative/Executive Assistant and Medical Secretary
- HITT 2245 Coding Certification Exam Review OR
- HPRS 1201 Introduction to Health Professions
- HPRS 1105 Essentials of Medical Law/Ethics for Health Professionals

GENERAL EDUCATION REQUIREMENTS 19 CREDITS

Every Associate of Applied Science degree plan must contain at least 15 semester hours of general education courses. At least one course must be taken from each of the following areas: humanities/fine arts (language, philosophy & culture/creative arts), social/behavioral science (social and behavioral sciences/American history/government/political science), and natural science/mathematics (life and physical sciences/mathematics).

Major Courses: 41

General Education Requirements: 19

Total Semester Hours: 60

Recommended Course Sequence:

FIRST SEMESTER CREDIT HOURS

- POFM 1317 Medical Administrative Support 3
- HITT 1305 Medical Terminology I 3
- POFM 1327 Medical Insurance 3
- ITSW 1301 Introduction to Word Processing 3
- POFT 1301 Business English 3

SECOND SEMESTER

- HRPO 2307 Organizational Behavior 3
- POFT 1321 Business Math 3
- POFT 1313 Professional Workforce Preparation 3
- POFM 1300 Basic Medical Coding 3
- SPCH 1321 Bus. & Professional Communication OR ...3**
- SPCH 1315**

THIRD SEMESTER

- ITSW 1304 Introduction to Spreadsheets..... 3
- BIOL 2404 Anatomy & Physiology 4**
- POFM 2310 Intermediate Medical Coding 3
- ENGL 1301 Composition I 3**
- POFM 1302 Medical Software Applications 3

FOURTH SEMESTER

- POFM 2280 Cooperative Education 2
- Medical Administrative/Executive Assistant and Medical Secretary
- ENGL 2311 Technical and Business Writing OR 3**
- ENGL 1302**
- PSYC 2301 General Psychology OR PSYC 2314..... 3**
- xxxx x3xx Creative Arts Core..... 3**
- HITT 2245 Coding Certification Exam Review OR 2
- HPRS 1201
- HPRS 1105 Essentials of Medical Law/Ethics for 1
- Health Professionals

Total Semester Hours: 60

Courses titled in bold type represent general education courses.

All required courses of the MOMG program must be completed with a "C" or better.

Visual Communications-AAS

The Visual Communications program is an excellent career choice for those who are creative and like to think outside of the box. We offer you extensive training in everything from graphic design to photography.

Let our expert professors teach you how to use industry specific software to create quality products, as well as techniques used heavily in the industry. Class sizes are small, which makes for a close-knit atmosphere and allows you to really absorb training, all while building a substantial portfolio for the job market.

Upon graduation, you will be prepared to seek entry-level employment as an advertising designer, computer artist, freelance artist, graphic designer, layout artist or photographer.

Let your creativity soar and join the TJC Visual Communications program today.

Associate of Applied Science
TSI Complete

MAJOR COURSES 45 CREDITS

- PHTC 1311 Fundamentals of Photography
- ARTC 1305 Basic Graphic Design
- ARTC 1313 Digital Publishing I
- IMED 1301 Introduction to Digital Media
- PHTC 2301 Intermediate Photography
- ARTC 1302 Digital Imaging I
- ARTC 2348 Digital Publishing III
- GRPH 1359 Vector Graphics for Production
- ARTC 2305 Digital Imaging II
- PHTC 1345 Illustrative Photography I
- IMED 1316 Web Design I
- PHTC 1341 Color Photography I
- IMED 2311 Portfolio Development
- GRPH 2336 Prepress Techniques
- IMED 2315 Web Design II

GENERAL EDUCATION REQUIREMENTS 15 CREDITS

Every Associate of Applied Science degree plan must contain at least 15 semester hours of general education courses. At least one course must be taken from each of the following areas: humanities/fine arts (language, philosophy & culture/creative arts), social/behavioral science (social and behavioral sciences/American history/government/political science), and natural science/mathematics (life and physical sciences/mathematics).

Major Courses: 45

General Education Requirements: 15

Total Semester Hours: 60

Recommended Course Sequence:

FIRST SEMESTER CREDIT HOURS

- PHTC 1311 Fundamentals of Photography 3
- ARTC 1305 Basic Graphic Design 3
- ARTC 1313 Digital Publishing I 3
- IMED 1301 Introduction to Digital Media 3
- EDUC 1300 Learning Framework 3**

SECOND SEMESTER

- PHTC 2301 Intermediate Photography 3
- ARTC 1302 Digital Imaging I 3
- ARTC 2348 Digital Publishing III 3
- GRPH 1359 Vector Graphics for Production 3
- ENGL 1301 Composition I 3**

THIRD SEMESTER

- ARTC 2305 Digital Imaging II 3
- PHTC 1345 Illustrative Photography I 3
- IMED 1316 Web Design I 3
- SPCH 1321 Bus. & Professional Communication 3**
- xxxx.x3xx Lang., Philosophy and Culture Core OR 3**
- Creative Arts Core**

FOURTH SEMESTER

- PHTC 1341 Color Photography I 3
- IMED 2311 Portfolio Development 3
- GRPH 2336 Prepress Techniques 3
- IMED 2315 Web Design II 3
- MATH 1332 Contemporary Mathematics OR 3**
- MATH 1342 OR**
- MATH 1350 OR**
- MATH 1351 OR**
- MATH 1314 OR**
- MATH 1316 OR**
- MATH 1324**

Total Semester Hours: 60

Courses titled in bold type represent general education courses.

ARTC 2338, Internship - Commercial and Advertising Art, can be substituted for one course in the degree plan with the approval of the department chair when a suitable internship experience is available.

Subject: Memorandum of Understanding with Tyler Junior College for the 2019-2020 College Preparatory Mathematics and English Language Arts courses

BACKGROUND INFORMATION

The district has a partnership with Tyler Junior College (TJC) that provides Tyler ISD students who have not met the TSI requirements for college admission to receive academic support to achieve this standard prior to graduation from high school. The design of the support courses in the areas of Math and ELA are a collaborative effort of TJC and Tyler ISD staff members. The purpose of the Memorandum of Understanding is to define the roles and responsibilities of TJC and Tyler ISD within the scope of development and implementation of these college preparatory courses.

ADMINISTRATIVE CONSIDERATION

Through the existing partnership between TJC and Tyler ISD students who successfully complete the requirements of the Mathematics and English Language Arts preparatory courses are eligible for admission to TJC.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Memorandum of Understanding with Tyler Junior College for the 2019-2020 College Preparatory Mathematics and English Language Arts courses.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Rawly Sanchez
Gary Brown

06-17-19



2019 – 2020

**COLLEGE PREPARATORY MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES
MEMORANDUM OF UNDERSTANDING
BETWEEN**

TYLER JUNIOR COLLEGE, A PUBLIC JUNIOR COLLEGE AUTHORIZED UNDER THE Laws of the State of Texas (herein called “TJC”) and **Tyler Independent School District** (herein called the “School District”) enter the following contract for the 2019-2020 school year. The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in creating College Preparatory Courses (“Program”) in Mathematics and English Language Arts (“ELAR”) for high school students who have not demonstrated college readiness.

1. **SCOPE OF SERVICES.** In accordance with the 83rd Legislature of the State of Texas House Bill No. 5, Section 10 and as written into the Texas Education Code (“TEC”) 28.014, the School District shall collaborate with TJC to develop and provide courses in college preparatory mathematics and English language arts. The College Preparatory Courses must be designed:

- A. For students at the 12th grade level whose performance on:
 - i. an end-of-course assessment instrument does not meet college readiness standards; or
 - ii. coursework, a college entrance examination, or an assessment instrument indicates that the student is not ready to perform entry-level college coursework; and
- B. To prepare students for success in entry-level college courses.

TJC and the School District agree to collaborate with the TSI Department Chair to develop and maintain the College Preparatory Courses that meet the terms of this MOU as outlined below. TJC and the School District will meet regularly, at least one time per year, to maintain the integrity and evaluate the effectiveness of the Program.

2. **TERMS.** Subject to any annual approvals that may be required by law, by the Texas Education Agency (“TEA”), or by the Texas Higher Education Coordinating Board (“THECB”), the term of this MOU shall commence upon the date that the last of the Parties has signed this MOU (“Commencement Date”). Notwithstanding the foregoing, the Parties acknowledge and agree that a condition precedent to a party’s signing the MOU is approval of the MOU by that party’s governing board.

3. **COURSE DEVELOPMENT/CURRICULUM.**

A. **The College Preparatory Courses will be developed by TJC and the School District.** Academic representatives of TJC and the School District will agree on the alignment of College Preparatory Courses’ outcomes and school curriculum, including but not limited to length of the College Preparatory Courses. Alignment will be consistent with the College and Career Readiness Standards (“CCRS”), which are incorporated into the Texas Essential Knowledge and Skills (“TEKS”).

Specific Course Development/Curriculum used- (choose one-fill in the blank for software)
 Face to face with an English or Math teacher or
 Computer Software Edmentum/Plato-TSI Preparation Suite

- B. The academic representatives will develop a basic syllabus for the College Preparatory Courses, satisfying requirements of the Parties to include course identifying information, student learning outcomes, instructional materials, and performance measures.
 - C. Students enrolled in College Preparatory Courses will not earn college credit for those courses. TJC will designate personnel to monitor the quality of instruction in order to ensure compliance with this MOU.
 - D. The School District will provide all required materials, including textbooks, syllabi, course packets, and other materials needed for enrollment in the College Preparatory Courses.
 - E. The TSI Assessment will be administered to all students enrolled in the College Preparatory Courses.
4. **FACULTY SELECTION, SUPERVISION, AND EVALUATION.** The School District will assign highly qualified faculty for each high school offering the College Preparatory Courses. Appropriate School District high school faculty will meet regularly, at least one time per year, with appropriate TJC faculty to ensure that each course is aligned with the Program's expectations.
 5. **LOCATION OF CLASSES.** College Preparatory Courses developed will be held on the campus of the School District high schools offering the course(s).
 6. **PARENTAL INVOLVEMENT AND OUTREACH.** The School District shall provide a notice to each district student who has not demonstrated college readiness and to the parent or guardian regarding the benefits of enrolling in the College Preparatory Courses. School District personnel, counselors, and administrators will be responsible for all communication with parents. TJC personnel will not be expected to communicate with parents.
 7. **IDENTIFYING AND ADMITTING COLLEGE PREPARATORY STUDENTS.** The School District will assume responsibility for providing information to potential college preparatory students. TJC may collaborate with the School District to hold an information session at the School District for potential students and their parents.
 8. **COURSE SUCCESS AND COLLEGE READINESS.**
 - A. For the ELAR and Mathematics College Preparatory Courses, a student earning a grade of 70 or above in a particular course will demonstrate proficiency in the course and will be eligible to enroll in an entry-level college English composition or mathematics course.
 - B. Successful completion of designated college level courses will demonstrate Texas Success Initiative ("TSI") compliance in accordance with Texas Education Code §28.014.
 9. **PROFESSIONAL DEVELOPMENT.** Appropriate School District high school faculty will meet regularly, at least one time per year, with appropriate TJC faculty to ensure that College Preparatory Courses are aligned with the Program expectations. TJC and the School District will develop and provide professional development opportunities for the teachers responsible for the College Preparatory Courses. Designated TJC personnel will coordinate and convene these training opportunities. Evidence of completion of professional development activities will be granted by an approved service provider.
 10. **TRANSCRIPTION OF CREDIT.** Transcription of high school credit and assessment results is the responsibility of School District. The School District determines how the grades will be recorded in the high school transcript for GPA and ranking purposes. TJC and the School District will use an agreed upon nomenclature for determining TSI compliance. Please identify the nomenclature that will be used on transcripts from the School District to identify the College Preparatory Courses by completing the following:

College Preparatory English/Language Arts CPELA (CP110100)

College Preparatory Mathematics CPMAT (CP111200)

11. **AMENDMENTS/REVISIONS.** This MOU may only be amended by mutual written agreement of the parties.
12. **NOTICE.** All notices, demands, or requests from one party to the other may be personally delivered or sent by email and mail, certified or registered, postage prepaid, to the addresses stated in this section, and are considered to have been given at the time of personal delivery or mailing.
13. **TERMINATION.** TJC and the School District reserve the right to terminate this MOU upon service of written notice to the other party ninety (90) days prior to the day of termination. In this event, the date of termination will be the day after the end of the semester during which the ninety (90) day period expires.

All notices, demands, or requests to TJC shall be given or mailed to:

Dr. Juan Mejía, President for Branch Locations & District Provost
Tyler Junior College
P. O. Box 9020
Tyler, TX 75711

All notices, demands, or requests to School District shall be given or mailed to the superintendent.

14. **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.
15. **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.
16. **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*.
17. **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.

18. **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.
19. **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.
20. **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.
21. **TOBACCO POLICY:** TJC provides a friendly, tobacco-free environment at all of its campuses and satellite facilities.
22. Use or possession of firearms or weapons is prohibited on campuses and satellite facilities.
23. **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.**
24. **INDEPENDENT CONTRACTOR:** School District and TJC recognizes and agrees that it is engaged as an independent contractor and acknowledges that TJC has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. School District in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be

an officer, partner, employee, or agent of TJC, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of TJC, including unemployment insurance benefits, social security coverage or retirement benefits School District agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by applicable laws. All of School District employees providing this service to TJC will be deemed employees solely of School District and will not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of TJC. No acts performed or representations, whether oral or written, made by School District with respect to third parties will be binding upon TJC nor will same create any liability on the part of TJC.

25. **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 of 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.

EXECUTED IN TWO (2) original counterparts on this _____ day of _____ 2019.



Dr. Mike Metke, Chancellor/CEO or Designee
Tyler Junior College

Dr. Marty Crawford, Superintendent or Designee
Tyler Independent School District

**PLEASE RETURN THE SIGNED ORIGINAL MEMORANDUM OF UNDERSTANDING TO
TYLER JUNIOR COLLEGE**

Subject: Contract Renewal for Tyler Regional Day School Program for the Deaf

BACKGROUND INFORMATION

Regional Day School Programs for the Deaf (RDSPD) were established in 1974 to provide comprehensive services, access to deaf and hard of hearing (deaf/hh) peers, and specialized language instruction for deaf and hard of hearing infants and students. Programs are established across the state and Tyler ISD has served as one of the Fiscal Agents to date. Tyler RDSPD provides a continuum of services and supports to over 250 students and families in a seven county region. Site-based services for the region are currently provided at Clarkston, Moore, and Robert E. Lee campuses. These campuses are fully staffed with certified teachers of the deaf/hh, BEI certified interpreters (Board of Evaluation of Interpreters) licensed audiologist, speech pathologists and other support staff. The program provides direct services to 36 school districts. Parent Advisors provides services in the home setting for birth to two populations and Itinerant teachers provide direct instruction to students on their campus of residence.

ADMINISTRATIVE CONSIDERATION

- The Department of Academic Intervention is requesting review and consideration of contract renewal of the Tyler RDSPD Shared Service Agreement.
- This Agreement involves educational entities as described on page 1 of Tyler Regional Day School Program for the Deaf Shared Services Agreement
- This Agreement will remain in place for 3 years unless Tyler as the Fiscal Agent or one or more of the Member Districts requests a change in accordance with Agreement terms.
- Program is funded through Grant Allocations (State Deaf and Discretionary Deaf funds) as well as Tuition calculations as described within the Agreement.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Shared Service Agreement for the continuation of services for the Tyler Regional Day School Program for the Deaf.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Christy Hanson, Ed.D.
Leslie George, Ph.D.

06-17-19

**TYLER REGIONAL DAY SCHOOL PROGRAM
FOR THE DEAF**

SHARED SERVICE AGREEMENT

Tyler Independent School District (TISD), an accredited kindergarten through grade twelve (12) school district, shall provide a Regional Day School Program for the Deaf (RDSPD) as described herein under the authority of Education Code § 29.007 and Texas Government Code §791.001 et seq., as the Tyler Regional Day School Program for the Deaf (Tyler RDSPD) acting as fiscal agent, for students in the following member districts:

Anderson County Special Education Cooperative (Neches, Westwood, Slocum, Cayuga, Elkhart, Frankston ISDs), Athens ISD, Bullard ISD, Chapel Hill ISD, Cherokee County Special Education Cooperative (New Summerfield ISDs, Rusk ISDs), Brownsboro ISD (Chandler ISD), Jacksonville ISD, Lindale ISD, Palestine ISD, Rusk County SSA (Carlisle ISD, Laneville ISD, Leverett's Chapel ISD, and Overton ISD), Tyler ISD, Troup/Arp Special Education Cooperative (Troup ISD, Arp ISD), Van ISD, Canton ISD, Grand Saline ISD, Edgewood ISD, Martins Mill ISD, Fruitvale ISDs, Whitehouse ISD, Winnsboro ISD, Winona ISD, and Wood County Cooperative (Alba-Golden, Quitman, Hawkins, Mineola, Yantis ISDs), (hereinafter "Member Districts", agree to cooperatively operate the Regional Day School Program for the Deaf under the authority of the Texas Education Code §29.007 as provided below. Member districts and fiscal agent agree that:

GENERAL COVENANTS AND PROVISIONS

- 1.1 The Tyler RDSPD SSA will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. §1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S. C. §794; the American with Disabilities Act, 42 U.S.C § 12101 et seq.; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; TEA's Financial Accountability System Resource Guide Volume 13, section 1.3; and the Tyler RDSPD SSA policies and administrative guidelines approved by the Management Board, if any.
- 1.2 The Member Districts do not intend by entering this agreement, or otherwise, to create a separate or additional legal entity.
- 1.3 The purpose of this written contract is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students who are deaf or hard of hearing. It is agreed and understood that any student who has a hearing loss which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for

the Tyler RDSPD, subject to the Admission, Review, & Dismissal (ARD) Committee recommendations.

- 1.4 PEIMS student data will be reported to TEA by the District in which the student is enrolled and receiving RDSPD services. The District that submits PEIMS student data will be considered the district of accountability for all state performance measure considerations. The Fiscal Agent and Member Districts must provide a PEIMS 011 record. Member Districts shall indicate the fiscal agent county district number (212-905) in the E0777 data element on the PEIMS 011 record.
- 1.5 Special education services for deaf or hard of hearing children will be continuously improved as necessary to meet Texas Education Agency requirements and the effectiveness of the special education services for the deaf and hard of hearing will be evaluated as a part of the annual performance report.
- 1.6 The SSA will operate under the direction of a formal management board.

MANAGEMENT BOARD

- 2.1 The Tyler RDSPD will be governed by a management board (the “Tyler RDSPD Board”) composed of the Special Education Directors/Coordinators, or their designees, for the participating Member District.
- 2.2 The designee of the Fiscal Agent will serve as chairperson of the Tyler RDSPD Board and the chairperson shall designate a person or persons to maintain minutes of each Management Board meeting.
- 2.3 Actions shall require the approval of a majority of a quorum of the Tyler RDSPD Board at specified annual meeting or through electronic voting.
- 2.4 The Tyler RDSPD Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the shared service agreement. Unless otherwise designated, the meetings will be held by June 1. Special meetings may be called by the Chairman or the Coordinator of Tyler Regional Day School Program for the Deaf. Members of the Tyler RDSPD Board may submit requests for special meetings to the Chairman or the Coordinator.
- 2.5 The Tyler Regional Day School Program for the Deaf SSA administrator, on behalf of the Fiscal Agent, may purchase goods and services necessary to administer and operate the Regional Day School Program for the Deaf.
- 2.6 The role and responsibility of the Management Board shall be to act in an advisory capacity to the Fiscal Agent.

FISCAL AGENT

- 3.1 Tyler Independent School District shall serve as the Fiscal Agent. Tyler ISD acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through grade 12. The Fiscal Agent, as a Member District, is subject to Member District responsibilities.
- 3.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the adopted budget. The Fiscal Agent shall provide accounting services, reports, Tyler RDSPD records, suitable facilities for special education administrative and support staff and shall perform any other responsibilities required by all Tyler RDSPD staff. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain effort.
- 3.3 The Fiscal Agent will account for salaries and expenses of all Tyler RDSPD personnel; Tyler RDSPD operating expenses; IDEA, Part B funds; Part C funds; and in kind contributions. The Fiscal Agent will maintain personnel records and payroll systems for all Tyler RDSPD staff.
- 3.4 The Fiscal Agent will prepare and submit, on behalf of the Tyler RDSPD, any reports or applications required by federal or state law.
- 3.5 The Fiscal Agent may negotiate contracts with outside service providers for special education and related services from students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall require ADA compliance by each service provider.
- 3.6 The Fiscal agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the Tyler RDSPD by January 1 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1 one year preceding the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the Tyler RDSPD accounts, the transfer of Fiscal Agent status will become effective July 1 of the last fiscal year.
- 3.7 Should the Fiscal Agent cease to serve, for any reason, the Tyler RDSPD Board will, by majority vote of a quorum, appoint another Member District as Fiscal Agent.
- 3.8 Should a Local Education Agency (LEA) seek to become a Member District of the Tyler RDSPD SSA, a written request must be provided to the Program Coordinator for consideration. The Program Coordinator will submit notice of request to the Management Board for review. A motion will be made to accept or deny the requesting district into Tyler RDSPD SSA. A quorum vote may be obtained via electronic or written submission. Upon approval of the Management Board, the reconfiguration shall be submitted to each Member District Board or Trustees for approval.

PERSONNEL

- 4.1 The chief administrator of the Tyler RDSPD will be the Program Coordinator, who will be recommended for employment to the Board of Trustees of the Fiscal Agent. The Coordinator shall serve under a contract with the Fiscal Agent district and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, recommendations for employment of Tyler RDSPD staff, and approved budgeted expenditures consistent with Tyler ISD policy are within the authority of the Program Coordinator.
- 4.2 Tyler RDSPD employees are employed by the Fiscal Agent and are subject to the personnel policies, including but not limited to, all policies governing contracts, at-will employment, and standards of conduct, leave and other benefits of the Fiscal Agent and any Tyler RDSPD SSA operating guidelines and procedures. Additionally, the Fiscal agent retains final hiring and termination authority regarding employment of Fiscal Agent personnel.
- 4.3 Any hearing on an employee grievance, termination, or non-renewal is the responsibility of, and will be held in accordance with the policies of the Fiscal Agent with whom the employee has a contractual or employment relationship.

MEMBER DISTRICTS' GENERAL OBLIGATIONS

- 5.1 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal and student records for the Tyler RDSPD operations.
- 5.2 Each Member District agrees to accurately report PEIMS student data and indicate the Fiscal Agent county district number on the PEIMS 011 record or future equivalent.
- 5.3 Student PEIMS reporting will be made by the Member District the student attends.
- 5.4 A Member District may withdraw from the Tyler RDSPD by notifying the other Member Districts of its intention to withdraw by December 1 preceding the last fiscal year the Member District intends to remain in the Tyler RDSPD. Upon delivery of such notice, the Member's withdrawal from Tyler RDSPD SSA shall be effective July 1 of the last fiscal year. The withdrawing Member District shall return any supplies, equipment, or fixtures in its possession, purchased with SSA funds, to the Tyler RDSPD offices, prior to or by the effective July 1 of the last fiscal year. Upon withdrawal of an individual Member District, the funds due the withdrawing Member District, after charges and liabilities, shall be calculated and the withdrawing Member District's share, if any, shall be distributed based on its proportionate share.
- 5.5 Each Member District shall be responsible for the employment of interpreters serving deaf or hard of hearing students attending school in the home district.

- 5.6 Each Member District will purchase assistive technology for deaf and hard of hearing students attending school in their home district.
- 5.7 Cost of residential placement for each child shall be the sole responsibility of the Member District of which the student is a legal resident with no joint or several liability of member districts.

NONMEMBER PARTICIPATION:

- 6.1 The Tyler RDSPD may provide services to students of any district that is not a member of the Tyler RDSPD SSA or to any Member District who has a student that is not enrolled in the Tyler RDSPD conditioned upon said district contracting and agreeing to pay for said services by executing a contract in the form as attached hereto as Exhibit A.
- 6.2 In order for services to continue for the following year, the district shall submit a written request, by January 10 of the current year, to be added as a Member District into the Tyler RDSPD SSA. Upon approval, the requesting LEA must provide verification of Board of Trustees approval of Tyler RDSPD SSA contract and the acceptance of the LEA as a Member District must be approved by the Fiscal Agent's Board of Trustees. Fiscal Agent will notify TEA of any changes to the Tyler RDSPD SSA on or before February 1 of the current year. Procedures will be followed as mentioned in Section 3.8 herein.

FISCAL AND MEMBER DISTRICT RESPONSIBILITIES:

- 7.1 The Tyler RDSPD will operate on a budget prepared by the Program Coordinator and Fiscal Agent Special Education Director and approved by the Fiscal Agent's Board of Trustees.
- 7.2 The Fiscal Agent shall be responsible for submitting the Tyler RDSPD proposed budget to Member Districts by June 30. Invoices for services will be distributed on or before December 1.
- 7.3 Member Districts will be charged a consult fee for services based on ARD representation for students that do or do not meet eligibility criteria.
- 7.4 Tyler RDSPD will provide annual, three-year evaluations, Audiological Evaluations, Otological Evaluations, Communication Assessments, and other special evaluation requests as deemed necessary by an Admission, Review & Dismissal Committee for students receiving direct daily services at Tyler RDSPD Fiscal Agent site-based locations.
- 7.5 For students who remain in the Member District for itinerant services, the Member District is responsible for Audiological Evaluations, Otological Evaluations.
- 7.6 For students who remain in the Member District for initial evaluation, re-evaluation or special evaluation request as a potential or existing student in need of specialized instruction that is deaf or hard of hearing, Tyler RDSPD will work directly and collaboratively with respective diagnosticians and/or campus staff to write and complete

AI evaluations. This is to include all areas of the evaluation related to implications of hearing loss. This is not to include procurement or obtainment of Audiological and/or Otological Evaluations. Member District employed Speech Language Pathologists will be responsible for securing evaluations in the area of expressive language, receptive language, and articulation as requested within the evaluation plan. Member District Speech Language Pathologists and Tyler RDSPD team member will work collaboratively to complete requested AI evaluations.

- 7.7 Member District student billing will be determined by number of individuals served as birth to two, itinerant, and site-based services as documented by enrollment and level of services per ARD, on or before the culmination of first semester and second semester according to the Fiscal Agent school calendar.
- 7.8 Administrative costs, including, but not limited to, all costs and salaries related to the supervisor, classroom teachers, itinerant teachers, parent advisors, interpreters, classroom aides, and Regional Day School office staff, as well as any uncontrollable costs, incurred by the Tyler RDSPD, over and above the amount of state deaf and/or federal funds, shall be divided among Member Districts based upon the number of students enrolled in the Tyler RDSPD. Member Districts will be notified in writing, by June 1 of the fiscal year regarding the excess costs to be charged back to Member Districts as well as the estimated maximum total of their shared excess costs.
- 7.9 A Member District shall not be responsible for any costs associated with the Tyler RDSPD unless such Member District has a student receiving services from the Tyler RDSPD.

DISSOLUTION

- 8.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. Upon dissolution of Tyler RDSPD funds and any other remaining assets, after any charges and liabilities will be divided among the Member Districts, prorated in the same manner as administrative costs.

RISK OF LOSS

- 9.1 Except as otherwise provided herein, each Member District bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney fees, and settlement costs.
- 9.2 Each Member District will insure its owned or leased vehicles used in transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

TRANSPORTATION

- 10.1 Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation eligible students to each facility at which services are provided.

LEGAL RESPONSIBILITIES

- 11.1 The Member District wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education (FAPE).
- 11.2 The Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.
- 11.3 If the Tyler RDSPD is named party in a legal action, costs shall be allocated between the Member Districts, who at the time of litigation have students in the Tyler RDSPD program. Shared allocated costs will be determined by student count within each district proportionally.
- 11.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship.
- 11.5 The legal responsibilities stated herein shall survive the expiration of the contract should litigation arise from events that occurred during the term of the contract.
- 11.6 Should the Fiscal Agent incur costs as a result of any litigation against the Shared Service Arrangement, such costs shall be allocated between the Member Districts who at the time litigation have students in the Tyler RDSPD program. Shared allocated costs will be determined by student count within each district proportionally.
- 11.7 The Member Districts of this Shared Services Arrangement contract agree to negotiate in good faith in the effort to resolve any dispute related to the contract that may arise from Member Districts. If the dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties of the dispute and shall share the cost of mediation services based upon an equal split between the Member Districts.

PEIMS

- 12.1 Each Member District shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA requirements. Each Member District, in which a student attends school, will prepare all required PEIMS student data reports on the 163 Record for students receiving Tyler RDSPD services. In the event a Member District fails to submit PEIMS student data on the 163 Record for a student who has been served by the RDSPD, it is agreed and understood that the Member District will reimburse the Tyler RDSPD in an amount to be equal to the amount of the PEIMS funds that would have been assigned to the student who received services.
- 12.2 Member Districts are held responsible for timely and accurate PEIMS reporting of all 3-21 (IDEA B) students receiving services from Tyler RDSPD.
- 12.3 Tyler RDSPD will provide timely and accurate PEIMS reporting of all birth-two (IDEA C) for both Member Districts and Fiscal Agent District.
- 12.4 Tyler RDSPD administrator will submit, to Member District PEIMS designee, an electronic PEIMS student and district specific data entry guide to support the completion of the 163 and 011 PEIMS Records. This electronic document will be submitted prior to PEIMS Snapshot in accordance with TEA dates. PEIMS student and district specific data entry guide will be simultaneously electronically copied to both Member District PEIMS designee and the Member District Director of Special Education Services.

THE AGREEMENT

- 13.1 This agreement will be automatically renewed by each Member Districts annually unless notice of withdrawal or dissolution is given under the terms of this agreement.
- 13.2 This agreement will supersede all previous agreements among the parties in relation to the operation of the Tyler RDSPD and responsibilities under any prior Tyler RDSPD agreement.
- 13.3 This agreement is governed by the laws of the State of Texas.
- 13.4 This agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.
- 13.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of the Agreement will remain in effect.
- 13.6 Citations of and references to any specific federal or state statute of administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

13.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code §29.007.

13.8 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Executed this _____ day of _____, 2019

ALBA-GOLDEN INDEPENDENT SCHOOL DISTRICT

Board President Date

ATHENS INDEPENDENT SCHOOL DISTRICT

Board President Date

ARP INDEPENDENT SCHOOL DISTRICT

Board President Date

BROWNSBORO INDEPENDENT SCHOOL DISTRICT

Board President Date

BULLARD INDEPENDENT SCHOOL DISTRICT

Board President Date

CANTON INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

CARLISLE INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

CHAPEL HILL INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

CAYUGA INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

EDGEWOOD INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

ELKHART INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

FRANKSTON INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

FRUITVALE INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

GRAND SALINE INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

HAWKINS INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

JACKSONVILLE INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

LANEVILLE INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

LEVERETT'S CHAPEL INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

LINDALE INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

MARTIN'S MILL INDEPENDENT SCHOOL DISTRICT

Board President _____ Date _____

MINEOLA INDEPENDENT SCHOOL DISTRICT

Board President Date

NECHES INDEPENDENT SCHOOL DISTRICT

Board President Date

NEW SUMMERFIELD INDEPENDENT SCHOOL DISTRICT

Board President Date

OVERTON INDEPENDENT SCHOOL DISTRICT

Board President Date

PALESTINE INDEPENDENT SCHOOL DISTRICT

Board President Date

QUITMAN INDEPENDENT SCHOOL DISTRICT

Board President Date

RUSK INDEPENDENT SCHOOL DISTRICT

Board President Date

SLOCUM INDEPENDENT SCHOOL DISTRICT

Board President Date

TYLER INDEPENDENT SCHOOL DISTRICT

Board President Date

TROUP INDEPENDENT SCHOOL DISTRICT

Board President Date

VAN INDEPENDENT SCHOOL DISTRICT

Board President Date

WESTWOOD INDEPENDENT SCHOOL DISTRICT

Board President Date

WHITEHOUSE INDEPENDENT SCHOOL DISTRICT

Board President Date

WINNSBORO INDEPENDENT SCHOOL DISTRICT

Board President Date

WINONA INDEPENDENT SCHOOL DISTRICT

Board President Date

YANTIS INDEPENDENT SCHOOL DISTRICT

Board President

Date

Subject: Student/Athletic Insurance Renewal

BACKGROUND INFORMATION

The Tyler ISD Student/Athletic Insurance coverage will expire July 31, 2019.

ADMINISTRATIVE CONSIDERATION

The District was able to procure the same coverage as in the previous year without any price increase.

ADMINISTRATIVE RECOMMENDATION

The Administration recommends the Board of Trustees approve the 2019-2020 Student/Athletic Insurance proposal with Texas Monarch Management Corp, which includes athletic coverage for \$159,980 and catastrophic coverage for \$4,761.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Greg Priest
Ramsey Starks

06-17-19

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:
2019-495220

Date Filed:
05/23/2019

Date Acknowledged:

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

Achieve Financial Group, LLC
Dallas, 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.

053-19
Student Accident and Catastrophic Insurance

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 Greg T. White, and my date of birth is 9/22/61.

My address is 6060 N. Central Expy. Dallas TX 75206 US
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 24 day of May, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Subject: Tyler ISD Off-Campus PE Program

BACKGROUND INFORMATION

The Off-Campus Physical Educator Program is a cooperative arrangement between the Tyler Independent School District and the approved off-campus sponsoring facility/agency. These guidelines include a list of basic requirements/responsibilities that have been determined by Tyler ISD and the Texas Education Agency. These requirements must be met and maintained to be eligible for participation in the program. For a detailed description see EHAC (REGULATION).

Private or commercially sponsored physical activity programs, in which students participate in intensive training above and beyond that of regular physical education classes, may be substituted for physical education credit for students in grades 6-12, as allowed by the District and the Texas Education Agency.

ADMINISTRATIVE CONSIDERATION

The District may allow an exemption for a student on a middle or junior high school campus participating in a school-related activity or an activity sponsored by a private league or club only if that activity meets each of the following requirements:

1. The activity must be structured;
2. The Board must certify the activity; and
3. The student must provide proof of participation in the activity.

A “structured activity” is an activity that meets, at a minimum, each of the following requirements:

1. The activity is based on the grade appropriate movement, physical activity and health, and social development strands of the essential knowledge and skills for physical education specified in 19 Administrative Code Chapter 116; and
2. The activity is organized and monitored by school personnel or by appropriately trained instructors who are part of a program that has been certified by the Board.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve Artistic Dance Concepts as an approved facilities/agency.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Greg Priest

06-17-19

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

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATION

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

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

The **Boys and Girls Club of East Texas** provides fun, high quality and enriching after-school care for children ages kindergarten through 6th grade. The program is uniquely designed to give children a safe place to play, to learn and grow, to foster encouraging relationships with caring role models and to build character and confidence in the students who participate. The staff of the Boys and Girls Club of East Texas work collaboratively with Tyler ISD, Curriculum and Instruction and campus staff to help students with homework and build academic skills. The Boys and Girls Club of East Texas will be at the following campuses for the 2019-2020 school year:

Andy Woods Elementary	Jack Elementary
Austin Elementary	Jones Elementary
Bell Elementary	Orr Elementary
Birdwell Elementary	Owens Elementary
Bonner Elementary	Peete Elementary
Caldwell Arts Academy	Ramey Elementary
Clarkston Elementary	Rice Elementary
Dixie Elementary	
Douglas Elementary	Boulter Middle School
Griffin Elementary	Three Lakes Middle School

Rose City Summer Camps is a partnership that brings the fun and excitement of summer camp and the academics of a great summer program to the students of Tyler. The convenience of hometown meets the adventure of summer camp for challenging and fun-filled experiences aimed at building character and preventing the “summer slide” academically. Rose City Summer

Camps combine the energetic ministry of young people at The Mentoring Alliance with the expertise of Tyler ISD teachers to produce a summer program like no other.

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

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the Memorandum of Understanding between The Mentoring Alliance and Tyler Independent School District for the 2019-2020 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Christy Hanson, Ed.D.

06-17-19



THE MENTORING ALLIANCE



TO: DR. MARTY CRAWFORD, SUPERINTENDENT
FROM: KEVIN EAST, PRESIDENT & CEO OF THE MENTORING ALLIANCE
SUBJECT: MEMORANDUM OF UNDERSTANDING FOR 2019-2020 SCHOOL YEAR
DATE: MAY 13, 2019

This Memorandum of Understanding (the Memorandum) is made on this day, May 13, 2019 by and between Tyler Independent School District, of 1319 Earl Campbell Parkway, Tyler, Texas 75701, hereinafter referred to as Tyler ISD and The Mentoring Alliance, of 504 W. 32nd St., Tyler, Texas 75702 hereinafter referred to as TMA. TMA is comprised of three unique yet overlapping programs. They are: Rose City Summer Camps' summer programs hereinafter referred to as Camp, the Boys & Girls Clubs of East Texas' after-school program hereinafter referred to as the BGCET and Gospel Village mentoring program hereinafter referred to as Gospel Village.

This Memorandum is for the purpose of achieving the various aims and objectives relating to the Camp, BGCET, and Gospel Village.

WHEREAS Tyler ISD and TMA desire to enter into agreement in which Tyler ISD and TMA will work together to complete Camp, BGCET and Gospel Village hereinafter known as the Projects;

AND WHEREAS Tyler ISD and TMA are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Projects;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding Camp, BGCET and Gospel Village between Tyler ISD and TMA.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Projects and to demonstrate financial, administrative and managerial commitment to the Projects by means of the following individual services.

Rose City Summer Camps Cooperation

The activities and services for Camp shall include, but not limited to:

A. Services to be rendered by Tyler ISD include:

1. Provide schools as operational facilities for Camp
2. Provide teachers for a minimum of 2 hours per day to lead the academic component of Camp
3. Provide bus drivers and transportation to Camp locations
4. Provide breakfast and lunch for all campers and staff in the school cafeterias
5. Provide adequate storage space to secure materials for daily use
6. Provide pertinent student data information for program evaluation purposes
7. Provide Wi-Fi internet access for administrative purposes only

B. Services to be rendered by The Mentoring Alliance include:

1. Provide the Director of Rose City Summer Camps
2. Provide an excellent summer program, focused on TMA's 5 Priority Outcomes: Vibrant Faith, Strong Character, Academic Success, Emotional Resilience, and Life Readiness
3. Provide well-trained staff, supplies and materials needed for the program, and proper supervision of students at all times
4. Provide a contact person in case of emergency contact or other incidents that may arise
5. Provide advertisement and registration for Camp
6. Provide reimbursement for any damages to facilities, equipment, or school property caused by Camp
7. Provide advance notice of any cancellations of Camp

Boys & Girls Clubs of East Texas Cooperation

The activities and services for the Project shall include, but not limited to:

A. Services to be rendered by Tyler ISD include:

1. Provide schools as operational facilities for BGCET
2. Provide campus principal or designee as contact person in case of emergency or incidents as arise
3. Provide bus transportation for students/staff in care of a mandatory mobile evacuation from campus site
4. Provide adequate storage space to secure materials for daily use
5. Provide pertinent student data information for program evaluation purposes
6. Provide Wi-Fi internet access for administrative purposes only
7. Provide approval for the BGCET to serve meals/snacks to its students during the 37 weeks of programming
8. Provide exclusive rights for BGCET to be the only after school program on campus

B. Services to be rendered by The Mentoring Alliance include:

1. Provide an excellent after-school program, focused on TMA's 5 Priority Outcomes: Vibrant Faith, Strong Character, Academic Success, Emotional Resilience, and Life Readiness
2. Provide well-trained staff, supplies and materials needed for the program, and proper supervision of students at all times
3. Provide a contact person in case of emergency contact or other incidents that may arise
4. Provide advertisement and registration for BGCET
5. Provide reimbursement for any damages to facilities, equipment, or school property caused by BGCET
6. Provide advance notice of any cancellations of programs

C. Curriculum approval

Tyler ISD has determined that the curriculum developed by the Boys & Girls Clubs of East Texas is in accordance with DFPS Licensing exemption criteria 40 Texas Administrative Code (TAC) §745.119 (C).

"Before and/or After-School Child Day-Care Operated by a Contracted Entity"

Also, in accordance with exemption by the TEA Texas Human Resources Code Chapter 42.041 b.#7.

"a before-school or after-school program operated directly by another entity under contract with the educational facility, if the Texas Education Agency, the Southern Association of Colleges and Schools, or the other accreditation body, as applicable, has approved the curriculum content of the before-school or after-school program operated under the contract;"

Gospel Village Cooperation

The activities and services for the Project shall include, but not limited to:

A. Services to be rendered by Tyler ISD include:

1. Provide campus counselor as contact person to recruit mentees from partnered campuses

2. Provide pertinent student data information for program evaluation purposes

B. Services to be rendered by The Mentoring Alliance include:

1. Provide an excellent mentoring program, focused on TMA's 5 Priority Outcomes: Vibrant Faith, Strong Character, Academic Success, Emotional Resilience, and Life Readiness
2. Provide well-trained Mentor Coordinators as liaisons between Gospel Village and Tyler ISD
3. Provide supervision of mentoring relationships through the Mentor Coordinators to ensure safety and protection for mentors, students and their families

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Projects and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Co-coordinated communications should be made with external organizations to elicit their support and further the aims of the Projects.

Liability

The Mentoring Alliance shall maintain liability insurance in the amount of at least \$1,000,000.00 to protect the participants in the program while they are actually on the premises. Tyler ISD shall not be liable for any injury or harm caused or occasioned by The Mentoring Alliance to any participant or staff member of the program and The Mentoring Alliance herein agrees to indemnify and hold harmless Tyler ISD against any claims that may be asserted against Tyler ISD for bodily injury, accident or death involving any participant or staff member of The Mentoring Alliance, to the extent caused by The Mentoring Alliance.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to the Projects, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Projects.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Texas.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- A. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- B. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- C. To the extent possible, each Partner will participate in the development of the Projects.
- D. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contributions of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- E. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- F. This Memorandum will be effective upon the signatures of both Partners.
- G. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of Rose City Summer Camps, Boys & Girls Clubs of East Texas and Gospel Village:

Signatories

This Agreement shall be signed on behalf of Tyler Independent School District by Dr. Marty Crawford, Superintendent, Tyler ISD and on behalf of The Mentoring Alliance by Kevin East, President. This Agreement shall be effective as of the date first written above and renewed annually.

Dr. Marty Crawford, Superintendent
Tyler Independent School District

Date



6.5.19

Kevin East, President
The Mentoring Alliance

Date



THE MENTORING ALLIANCE



TO: DR. CRAWFORD, SUPERINTENDENT, TYLER ISD
FROM: KEVIN EAST, PRESIDENT & CEO, THE MENTORING ALLIANCE
SUBJECT: BOYS & GIRLS CLUBS OF EAST TEXAS 2019-2020 TISD LOCATIONS
DATE: JUNE 5, 2019

2019-2020 Boys & Girls Clubs of East Texas TISD Locations

Elementary Schools:

Andy Woods
Austin
Bell
Birdwell
Bonner
Caldwell (including 6th grade)
Clarkston
Dixie
Douglas
Griffin
Jack
Jones
Orr
Owens
Peete
Ramey
Rice

Middle School:

Boulter
Three Lakes

Subject: District Wide Full-Day Pre-Kindergarten

BACKGROUND INFORMATION

The 86th Legislature was approved on May 27, 2019. The Texas Senate voted 26-2 on House Bill 3, which included funds for full-day Pre-K for qualifying students. HB 3 ensures more Texas students can benefit from full-day, high-quality Pre-K. State funding currently only supports half-day (3-hour) Pre-K despite the fact that full-day (6-hour) programs have a greater impact on student learning.

ADMINISTRATIVE CONSIDERATION

Full-day, high-quality Pre-K is the best way for children to be kindergarten-ready and strong readers by third grade. HB 3 will give Tyler ISD the opportunity to harness the power of a well-funded early childhood education, putting more children on the path to lifelong success, while staying focused on our vision for *Successful Student Outcomes*.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the implementation of full-day Pre-Kindergarten on 16 elementary campuses beginning 2019-2020 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Rawly Sanchez
Christy Hanson, Ed. D.

06-17-19

Pre-KINDERGARTEN STAFFING PLAN

Campus	Monolingual Staffing	Bilingual Staffing
Austin	1	1
Bell	1	0
Birdwell	0	2 dual language
Bonner	1	1
Clarkston	1	0
Dixie	1	1
Douglas	1	1
Griffin	1	1
Jack	1 qualifying/1 tuition	0
Jones	2	0
Orr	1	0
Owens	1 qualifying/1 tuition	0
Peete	1	1
Ramey	1	1
Rice	1 qualifying/1 tuition	0
Woods	1 qualifying/2 tuition	0

FINANCIAL IMPLICATIONS

Est. Additional Cost of Personnel	\$1,400,000
Est. Cost of Curriculum Resources	\$88,000
Est. Cost of Classroom Setup	\$86,000

Subject: Budget/House Bill 3 Update

Information will be presented at the meeting.

ACTION REQUIRED

Information only

CONTACT PERSONS

Marty Crawford, Ed.D.
Tosha Bjork

06-17-19