



# **AGENDA**

**for the**

**Regular Meeting**

**of the**

**Board of Trustees**

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

**July 23, 2018**

**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, July 23, 2018, 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**

**July 23, 2018**

**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. Level III Grievance Hearing of Complaint filed by D. Williams, under Policy DGBA.
- 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. Level III Grievance Hearing of Complaint filed by D. Williams, under Policy DGBA.	
VII. Approval of Minutes	
A. Approve Minutes of Board Workshop - June 7, 2018	7
VIII. Lone Star Governance/Continuous Improvement	
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B. State Assessment of Academic Progress (STAAR) Results	10
IX. 30 Minutes Public Participation	
X. Business/Legal/Finance/Consent Agenda	
A. Consider approval of 2017-2018 Amended Budget	11
B. Consider approval of Gifts and Donations	16
C. Consider approval of Resolutions for Sale of Property for Delinquent Taxes	17
D. Consider approval of Local Policy EHBK	32
E. Consider approval of Board Resolution and Participation in an Interlocal Agreement with Region 19 Service Center for Purchasing Cooperative	34
F. Consider approval of Purchasing Cooperatives Utilized by the District	37
G. Consider approval of Contracted Services Vendor List for Tyler Independent School District	38
XI. Curriculum/Instruction/Consent Agenda	
A. Consider approval of the Student Code of Conduct for 2018-2019	40
B. Consider approval of Student Athletic Insurance Renewal for 2018-2019	41
C. Consider approval of Field/Clinical Teaching Experience Agreement with Texas Teachers Alternative Certification Program	43
D. Consider approval of Clinical Teaching Experience Agreement with The University of Texas at Tyler	45
E. Consider approval of Waiver for Modified Schedule/State Assessment Testing Days	50
F. Consider approval of Waiver for Staff Development Minutes	51
G. Consider approval of Head Start Improvement Plan and Training and Technical Support	52
H. Consider approval of Interlocal Agreement with Smith County Schools for Educational Services provided for Students at Smith County Juvenile Attention Center	59
I. Consider approval of Memorandum of Understanding with Tyler Junior College for the College Preparatory Mathematics and English Language Arts Course for 2018-2019	63
J. Consider approval of Memorandum of Understanding with Chapel Hill ISD and Winona ISD for Emergency Medical Technician Program	69
K. Consider approval of Memorandum of Understanding with The Mentoring Alliance	74

L. Consider approval of Purchase of Renaissance Learning Accelerated Reader	81
M. Consider approval of Agreement with Reasoning Minds for STAAR Readiness and Blueprint	83
N. Consider approval of Purchase with Achieve 3000 - Smarty Ants and KidBiz 3000	86
O. Consider approval of Purchase of Edmentum Online Learning Programs for Educators	89
P. Consider approval of Agreement with Healthy Schools Texas/CareDox	92
Q. Consider approval of the District Evaluation Process and T-TESS Appraisers for the 2018-2019 School Year	93
XII. Discussion	
A. Process to Address Potential Name Change of a School	106
XIII. Future Business	
A. August 2, 2018 - Board Workshop	
B. August 2, 2018 - School is Cool	
C. August 10, 2018 - Summer School Graduation	
D. August 20, 2018 - First Day of School for Students	
E. August 20, 2018 - Regular Meeting	
XIV. Adjournment	

Subject: Personnel Actions

BACKGROUND INFORMATION

Personnel actions are as indicated.

ADMINISTRATION 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, and non-renewals are subject to the approval of the Board of Trustees.

ADMINISTRATION RECOMMENDATION

The confirmation of personnel actions as indicated.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Ronald K. Jones

07-23-18

## **MINUTES OF BOARD WORKSHOP MEETING**

The Board of Trustees of the Tyler Independent School District held a board workshop meeting on Thursday, June 7, 2018, at the Tyler ISD Administration Building. The president called the meeting to order at 11:00 a.m., announced the presence of a quorum and that the meeting had been posted in the time and manner required.

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

Administrators present were Dr. Marty Crawford, superintendent; Jarrod Bitter, Tosha Bjork, Jan Coker, Dr. Julie Davis, Dr. Christy Hanson, Ronald Jones, John Orbaugh, Dawn Parnell, Rawly Sanchez and Johnita Ward.

John M. Hardy, school attorney, was present.

Trustees adjourned to executive session at 11:00 a.m. Rev. Hager stated there would be action to follow.

Trustees reconvened in open session at 11:12 a.m.

Regarding items from executive session, Mr. Bergfeld made a motion to approve Geoffrey Sherman as Principal of Hubbard Middle School as listed in Personnel Item I. The motion was seconded by Dr. Nation and passed by a vote of 7-0.

As part of Lone Star Governance, Dr. Christy Hanson provided a Curriculum Update. She stated that the Curriculum & Instruction Department, teachers and administrators have worked to develop an aligned, coherent curriculum across grades and content areas, ensuring consistency to the curriculum and academic programs and capacity building and systems of support for shared accountability. She reviewed what was new for 2017-2018 and discussed areas of enhancement and focus for the 2018-2019 school year. She then addressed questions from the board.

Mrs. Tosha Bjork, assistant superintendent of finance and operations, provided a budget update for the 2018-2019 school year. Regarding the state formula revenue, she stated this is the second year of biennium. The local share increased because of property taxes; therefore, state revenue decreased. The local property tax values are not yet finalized, but the value increase will be 7% which is approximately \$6.14 million additional dollars for 2018-2019. The total proposed revenue increase is \$2.56 million. She reviewed the proposed uses of the funds which include raises for employees (\$1,500 for teachers, \$1.75 per hour for bus drivers and 3% of midpoint for all other employees), addition of 4 police officers at high schools, increase in custodial/transportation overtime, decrease in salaries

Board Workshop Meeting

June 7, 2018

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related to Dogan close and \$1.97 million net increase. Mrs. Bjork reviewed the department and campus budgets and highlighted proposed changes. She also discussed the effects of a lag in property value increases on the district. She then answered questions from the board.

The board adjourned to executive session at 12:22 p.m. There would not be action to follow.

The board reconvened from executive session at 1:15 p.m.

The meeting adjourned at 1:15 p.m. following a motion by Dr. Nation, seconded by Mr. Martinez and a vote of 7-0.

APPROVED: \_\_\_\_\_

/s/ Gina Orr  
Gina Orr, Secretary

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



Subject: Lone Star Governance Goal 1 – STAAR 3<sup>rd</sup> Grade Reading Results

### BACKGROUND INFORMATION

As part of the district’s continuous improvement efforts, Tyler ISD has adopted three student outcome goals.

#### **Goal 1 – Early Literacy:**

The number of students who are on grade level in reading at the end of the 3<sup>rd</sup> grade according to Rasch Unit Scale Scores will increase from 39% in the spring of 2016 to 85% in the spring of 2021.

#### **Progress Measure 1:**

The percentage of students who meet the standard on the 3<sup>rd</sup> grade state assessment will increase from 64% in 2016 to 85% in 2021. The target for the spring 2018 is 73%.

### ADMINISTRATIVE CONSIDERATION

Third grade students took STAAR in May 2018. Seventy percent (70%) of students met the passing standard on the 3<sup>rd</sup> grade reading state assessment (compared to 63% last year). The percent of students meeting the grade level standard (39%) and mastering the grade level standard (23%) also improved relative to 2017.

Ten of 17 campuses increased the percent of students achieving the passing standard by at least 3%. Eight of 17 campuses increased the percent of students that reached the “meets” grade level standard and seven campuses increased the percent of students reaching the “masters” grade level standard.

### ACTION REQUIRED

Discussion only

### CONTACT PERSONS

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

07-23-18

Subject: State Assessment of Academic Progress (STAAR) Results

### BACKGROUND INFORMATION

The STAAR assessment is given annually to every 3<sup>rd</sup> - 11<sup>th</sup> grader. 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 2018 STAAR exam, 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 overall performance of campuses was evaluated by averaging the percent of students that reached the approaches, meets, and masters proficiency levels. Using this measure, 19 of 25 campuses (76%) showed an improvement in performance relative to last year.

### ACTION REQUIRED

Discussion only

### CONTACT PERSONS

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

07-23-18

Subject: 2017-2018 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 2017-2018 budget for the general, debt service, and food service funds have been prepared, and a copy is included in the agenda.

**ADMINISTRATIVE RECOMMENDATION**

That the Board approves the 2017-2018 amended budget for the general, debt service and food service funds as presented in the agenda.

**ACTION REQUIRED**

Board Approval

**CONTACT PERSON**

Tosha Bjork

07-23-18

**TYLER INDEPENDENT SCHOOL DISTRICT  
GENERAL OPERATING FUND  
AMENDED REVENUE BUDGET  
2017-2018**

	<u>CURRENT BUDGET</u>	<u>AMENDED BUDGET</u>
<b>Taxes</b>		
Current Year Levy	\$ 86,740,800.00	\$ 86,740,800.00
Prior Year Collections	1,000,000.00	1,225,000.00
Penalties and Interest	1,000,000.00	1,200,000.00
<b>Total Taxes</b>	<u>88,740,800.00</u>	<u>89,165,800.00</u>
<b>Services Rendered to Other School Districts</b>	5,000.00	5,000.00
<b>Tuition and fees</b>	108,000.00	190,000.00
<b>Earnings from Temporary Investments</b>	550,000.00	1,071,000.00
<b>Rent</b>	135,000.00	95,000.00
<b>Miscellaneous Local Revenue</b>	25,000.00	25,000.00
<b>Athletic Activity</b>	230,000.00	200,000.00
<b>Other Enterprising Activities</b>	8,500.00	8,500.00
<b>Miscellaneous Revenue-Intermediate</b>	500.00	500.00
<b>Total Local Revenue</b>	<u>89,802,800.00</u>	<u>90,760,800.00</u>
<b>Foundation and Per Capita Apportionment</b>	48,145,194.00	46,569,112.00
<b>TRS On-behalf Benefits</b>	6,600,000.00	7,018,900.00
<b>Total State Revenue</b>	<u>54,745,194.00</u>	<u>53,588,012.00</u>
<b>Federal Revenue</b>	3,106,000.00	3,365,182.00
<b>Transfers from Other Funds &amp; Other Sources</b>	435,000.00	375,000.00
<b>TOTAL REVENUE</b>	<u><u>\$ 148,088,994.00</u></u>	<u><u>\$ 148,088,994.00</u></u>

**TYLER INDEPENDENT SCHOOL DISTRICT  
GENERAL OPERATING FUND  
AMENDED EXPENDITURE BUDGET  
2017-2018**

	<u>ORIGINAL BUDGET</u>	<u>CURRENT BUDGET</u>	<u>AMENDED BUDGET</u>	<u>CHANGE ORIGINAL BUDGET</u>	<u>CHANGE CURRENT BUDGET</u>
	\$ 85,903,346.22	\$ 84,403,141.14	\$ 83,842,268.45	\$ (2,061,077.77)	\$ (560,872.69)
Total Function 11 - Instruction					
Total Function 12 - Instructional Resources and Media Services	2,749,200.58	2,686,273.94	2,680,451.17	(68,749.41)	(5,822.77)
Total Function 13 - Curriculum and Instructional Staff Development	4,810,505.18	5,186,993.53	5,278,310.07	467,804.89	91,316.54
Total Function 21 - Instructional Development	2,777,953.92	2,734,092.39	2,771,865.68	(6,088.24)	37,773.29
Total Function 23 - School Administration	9,199,685.20	9,275,638.49	9,319,417.91	119,732.71	43,779.42
Total Function 31 - Guidance, Counseling & Evaluation Services	4,315,650.47	4,335,539.80	4,289,726.42	(25,924.05)	(45,813.38)
Total Function 32 - Social Work Services	549,110.19	556,510.94	557,527.84	8,417.65	1,016.90
Total Function 33 - Health Services	1,964,427.00	1,997,755.38	2,006,217.18	41,790.18	8,461.80
Total Function 34 - Student (Pupil Transportation)	4,741,666.28	5,705,583.00	5,706,724.93	965,058.65	1,141.93
Total Function 36 - Cocurricular/ Extracurricular Activities	4,280,161.74	4,952,060.43	5,094,366.62	814,204.88	142,306.19
Total Function 41 - General Administration	3,691,381.69	3,743,449.37	3,789,656.74	98,275.05	46,207.37
Total Function 51 - Plant Maintenance and Operations	13,699,216.34	14,789,194.84	14,786,028.34	1,086,812.00	(3,166.50)
Total Function 52 - Security and Monitoring Services	2,158,987.84	2,165,794.36	2,264,613.27	105,615.43	98,818.91
Total Function 53 - Data Processing Services	2,577,197.35	2,944,094.44	3,072,586.65	495,399.30	128,502.21
Total Function 61 - Community Service	44,169.00	38,885.10	38,308.37	(5,860.63)	(576.73)
Total Function 71 - Principal Repayment	158,000.00	158,000.00	158,000.00		
Total Function 81 - Facilities Acquisition and Construction	15,000.00	6,506,710.49	6,506,710.49	6,491,710.49	16,927.51
Total Function 93 - Shared Svc Arrangement	424,000.00	477,997.50	494,925.01	70,925.01	
Total Function 99 - Intergovernmental Charges	1,736,750.00	1,754,668.75	1,754,668.75	17,918.75	
Transfer to Preventive Maintenance Account	2,292,575.00	2,292,575.00	2,292,575.00		
<b>TOTAL EXPENDITURES-GENERAL OPERATING FUND</b>	<u>\$ 148,088,994.00</u>	<u>\$156,704,958.89</u>	<u>\$ 156,704,958.89</u>	<u>\$ 8,615,964.89</u>	<u>\$ 0.00</u>

**TYLER INDEPENDENT SCHOOL DISTRICT  
FOOD SERVICE FUND  
AMENDED REVENUE & EXPENDITURE BUDGET  
2017-2018**

<u>REVENUE:</u>	<u>CURRENT BUDGET</u>	<u>AMENDED BUDGET</u>
Meals and Other Miscellaneous	\$ 1,085,000.00	\$ 940,500.00
Interest Income	28,000.00	5,500.00
<b>TOTAL LOCAL REVENUE</b>	<u>1,113,000.00</u>	<u>946,000.00</u>
State Revenue from TEA	60,000.00	56,900.00
<b>TOTAL STATE REVENUE</b>	<u>60,000.00</u>	<u>56,900.00</u>
School Breakfast Program	1,800,000.00	1,841,000.00
School Lunch Program	6,248,190.00	6,203,190.00
Cash in Lieu of Commodities	710,000.00	695,850.00
<b>TOTAL FEDERAL REVENUE</b>	<u>8,758,190.00</u>	<u>8,740,040.00</u>
 <b>TOTAL REVENUE</b>	 <u><u>\$ 9,931,190.00</u></u>	 <u><u>\$ 9,742,940.00</u></u>
 <b><u>EXPENDITURES:</u></b>		
<b>Function 35 - Food Services</b>		
Total Function 35	<u>9,129,058.00</u>	<u>9,050,808.00</u>
<b>Function 51-Plant Maintenance &amp; Operations</b>		
Total Function 51	<u>449,707.00</u>	<u>414,707.00</u>
<b>Function 52- Security &amp; Monitoring</b>		
Total Function 52	<u>27,425.00</u>	<u>27,425.00</u>
<b>Other Use</b>		
Transfer to General Operating Fund	325,000.00	300,000.00
 <b>TOTAL EXPENDITURES</b>	 <u><u>\$9,931,190.00</u></u>	 <u><u>\$9,792,940.00</u></u>

**TYLER INDEPENDENT SCHOOL DISTRICT  
BOND INTEREST AND SINKING FUND  
AMENDED REVENUE AND EXPENDITURE BUDGET  
2017-2018**

<b><u>REVENUE:</u></b>	<b><u>CURRENT BUDGET</u></b>	<b><u>AMENDED BUDGET</u></b>
Tax Collections, Current	\$ 30,353,733.00	\$ 30,353,733.00
Tax Collections, Delinquent	375,000.00	375,000.00
Penalty and Interest	240,000.00	240,000.00
Earnings from Investments	172,435.00	282,435.00
Other State Revenue	572,565.00	572,565.00
TOTAL REVENUE	<b><u><u>\$ 31,713,733.00</u></u></b>	<b><u><u>\$ 31,823,733.00</u></u></b>
<b><u>EXPENDITURES:</u></b>		
<b>Function 71 - Debt Service</b>		
Principal Retirement	\$11,165,000.00	\$11,165,000.00
Interest Expense	19,839,708.26	19,839,708.26
Other Debt Service Fees	709,024.74	709,024.74
TOTAL EXPENDITURES	<b><u><u>\$31,713,733.00</u></u></b>	<b><u><u>\$31,713,733.00</u></u></b>

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 donation with a value of \$5,000 or more has been received:

<u>Amount</u>	<u>Source</u>	<u>Recipient</u>
\$5,228.75	Caldwell Elementary Arts Academy PTA	Caldwell Arts Academy

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board accept the donation.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed. D.

07-23-18



Subject: Resolutions for Sale of Property for Delinquent Taxes

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATION

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

ADMINISTRATIVE RECOMMENDATION

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

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

07-23-18

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

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

**WHEREAS**, potential buyers of property described in Exhibit "A" referenced in Cause No. Cause No. 19,748-A Smith County vs. Beulah Hawkins, Et Al, Et Al have come forward through sealed bid submitted to the Smith County Tax Office, and

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

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

**NOW THEREFORE BE IT RESOLVED BY THE**

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

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

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

**Resolved this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
President, Board of Trustees

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT "A"**

**BID ANALYSIS**

Cause #: 19,748-A	
Previous Owner: Beulah Hawkins, Et Al	Acct#: 1-50000-0661-01-102000
Bid Amount: \$3,001.00	Judgment Value: \$5,900.00
Bio Construction	Date of Sale: April 5, 2005
Bidders Address: 2001 E Lake Street	Date Bid Submitted: May 31, 2018
Tyler, Texas 75701	Redemption Expires: October 19, 2005
	Sale Recording Date: April 19, 2005

**PROPERTY DESCRIPTION**

LOT 102, BLOCK 661 "A" BUTLER COLLEGE SECOND ADDITION, CITY OF TYLER, SMITH COUNTY TEXAS

**PROPERTY SITUS OR LOCATION:** *1207 Lenox*

**JUDGMENT INFORMATION**

<b>Tax Entity</b>	<b>Tax Years</b>	<b>Amount Due</b>
TYLER ISD, CITY OF TYLER SMITH COUNTY, AND TJC	1994-2001	\$ 5,638.57
		<b>TOTAL: \$5,638.57</b>

**COSTS**

Court Costs	\$8.00 (Payable to District Clerk)
Deed Recording Fee	\$62.00 (Payable to Perdue Law Firm)
	<b>TOTAL: \$70.00</b>

**PROPOSED DISTRIBUTION**

Bid Amount:	\$3,001.00	Costs: \$70.00
Net to Distribute:	\$2,931.00	

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD, City of Tyler	.65	\$ 1,905.15
Smith County and TJC	.35	\$ 1,025.85
		<b>TOTAL: \$2,931.00</b>

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

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

**WHEREAS**, potential buyers of property described in Exhibit "A" referenced in Cause No. Cause No. 21,827-C Tyler Independent School District vs. David Black, Et Ux

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

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

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

**NOW THEREFORE BE IT RESOLVED BY THE**

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

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

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

**Resolved this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
President, Board of Trustees

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT "A"**

**BID ANALYSIS**

Cause #: 21,827-C  
Previous Owner: David Black, Et Ux  
Bid Amount: \$3,001.00  
Bidders Name: Luis Miranda  
Deed Name: **Bio Construction**  
Bidders Address: 2001 E Lake St  
Tyler, Texas 75701  
Acct#: 1-50000-0663-00-450010  
Judgment Value: \$6,000.00  
Date of Sale: October 6, 2009  
Date Bid Submitted: May 31, 2018  
Redemption Expires: April 16, 2009  
Sale Recording Date: October 16, 2009

**PROPERTY DESCRIPTION**

LOT 450-A, ALSO DESCRIBED AS LOT 450 AND THE SOUTH HALF OF LOT 451, NCB 663, PART OF THE CONNALLY HEIGHTS DEED RECORDED IN VOLUME 3067, PAGE 354, ON INSTRUMENT FILED JULY 18, 1990, DEED RECORDS OF SMITH COUNTY, TEXAS

**PROPERTY SITUS OR LOCATION: 1009 S ENGLEWOOD**

**JUDGMENT INFORMATION**

<b>Tax Entity</b>	<b>Tax Years</b>	<b>Amount Due</b>
TYLER ISD, CITY OF TYLER	1998-2008	\$ 7,730.35
SMITH COUNTY, AND TJC	1998-2008	\$ 3,419.07
		<b>TOTAL: \$11,149.42</b>

**COSTS**

Court Costs	\$341.00 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$ 67.92 (Payable to Perdue Law Firm)
Title Research:	\$175.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$ 62.00 (Payable to Perdue Law Firm)

**TOTAL: \$815.92**

**PROPOSED DISTRIBUTION**

Bid Amount:	\$3,001.00	Costs: \$815.92
Net to Distribute:	\$2,185.08	

<b>ENTITY</b>	<b>PERCENTAGE</b>	<b>AMOUNT TO DISBURSE</b>
Tyler ISD, City of Tyler	.69	\$ 1,507.71
Smith County and Tyler Junior College	.31	\$ 677.37

**TOTAL: \$2,185.08**

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

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

**WHEREAS**, potential buyers of property described in Exhibit "A" referenced in Cause No. Cause No. 21,957-A Tyler Independent School District vs. Rozelle Williams

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

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

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

**NOW THEREFORE BE IT RESOLVED BY THE**

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

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

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

**Resolved this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
President, Board of Trustees

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT "A"**

**BID ANALYSIS**

Cause #: 21,957-A  
Previous Owner: Rozelle Williams  
Bid Amount: \$4,001.00  
Bidders Name: Luis Andres Miranda  
Bio Construction  
Bidders Address: 2001 E Lake Street  
Tyler, Texas 75701  
Acct#: 1-50000-0212-00-004000  
Judgment Value: \$7,400.00  
Date of Sale: April 6, 2010  
Date Bid Submitted: May 31, 2018  
Redemption Expires: October 10, 2010  
Sale Recording Date: April 19, 2010

**PROPERTY DESCRIPTION**

LOT 4, BLOCK 212, PART OF THE DRAKE RE-SUBDIVISION, DEED RECORDED IN VOLUME 1512, PAGE 256, DEED RECORDS OF SMITH COUNTY, TEXAS

**PROPERTY SITUS OR LOCATION: 1100 N Bois D Arc Ave**

**JUDGMENT INFORMATION**

<b>Tax Entity</b>	<b>Tax Years</b>	<b>Amount Due</b>
TYLER ISD, CITY OF TYLER	2000-2008	\$ 5,203.36
SMITH COUNTY, AND TJC	2000-2008	\$ 2,274.78
		<b>TOTAL: \$7,478.14</b>

**COSTS**

Court Costs	\$798.50 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$67.02 (Payable to Perdue Law Firm)
Title Research:	\$137.50 (Payable to Perdue Law Firm)
Deed Recording Fee	\$62.00 (Payable to Perdue Law Firm)

**TOTAL: \$1,235.02**

**PROPOSED DISTRIBUTION**

Bid Amount:	\$4,001.00	Costs: \$1,235.02
Net to Distribute:	\$2,765.98	

<b>ENTITY</b>	<b>PERCENTAGE</b>	<b>AMOUNT TO DISBURSE</b>
Tyler ISD, City of Tyler	.70	\$ 1,936.19
Smith County and TJC	.30	\$829.79

**TOTAL: \$2,765.98**

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

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

**WHEREAS**, potential buyers of property described in Exhibit "A" referenced in Cause No. **Cause No. 23,177-A Tyler Independent School District vs. Eastern Resorts Properties, Inc**, have come forward through sealed bid submitted to the Smith County Tax Office, and

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

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

**NOW THEREFORE BE IT RESOLVED BY THE**

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

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

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

**Resolved this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
President, Board of Trustees

Attest:

\_\_\_\_\_  
Secretary



**EXHIBIT "A"**

**BID ANALYSIS**

Cause #: 23,177-A

Previous Owner: Eastern Resort Properties Inc

Acct#: 1-80950-0003-526000

Bid Amount: \$335.50

Judgment Value: \$700.00

Bidders Name: James Ballew

Date of Sale: May 1, 2012

Bidders Address: 20386 FM 2767

Date Bid Submitted: May 31, 2018

Winona, Texas 75792

Redemption Expires: November 21, 2012

Sale Recording Date: May 21, 2012

**PROPERTY DESCRIPTION**

LOT 526, SECTION 3, IN HE PINE TRAIL SHORES SUBDIVISION, RECORDED IN VOLUME 6, PAGE 105, PLAT RECORDS OF SMITH COUNTY, TEXAS.

**PROPERTY SITUS OR LOCATION:** *Hillside Drive*

**JUDGMENT INFORMATION**

<b>Tax Entity</b>	<b>Tax Years</b>	<b>Amount Due</b>
TYLER ISD	1998-2011	\$ 301.37
SMITH COUNTY, AND SMITH COUNTY EMER SEV #2	1998-2011	\$ 61.22
		<b>TOTAL: \$362.59</b>

**COSTS**

Court Costs	\$37.56 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$41.88 (Payable to Perdue Law Firm)
Title Research:	\$44.48 (Payable to Perdue Law Firm)
Deed Recording Fee	\$50.00 (Payable to Perdue Law Firm)

**TOTAL: \$343.92**

**PROPOSED DISTRIBUTION**

Bid Amount:	\$335.50	Costs: \$343.92
Net to Distribute:	\$0.00	

<b>ENTITY</b>	<b>PERCENTAGE</b>	<b>AMOUNT TO DISBURSE</b>
Tyler ISD	.83	\$ 00.00
Smith County and Smith County Emer Sev #2	.17	\$ 00.00

**TOTAL: \$00.00**

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

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

**WHEREAS**, potential buyers of property described in Exhibit "A" referenced in Cause No. Cause No. 24,767-A Tyler Independent School District vs. Vernell Parks, Et Al

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

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

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

**NOW THEREFORE BE IT RESOLVED BY THE**

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

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

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

**Resolved this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
President, Board of Trustees

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT "A"**

**BID ANALYSIS**

Cause #: 24,767-A  
Previous Owner: Vernell Parks, Et Al  
Bid Amount: \$1,501.00  
Bidders Name: Luis Andres Miranda  
Bio Construction  
Bidders Address: 2001 E Lake Street  
Tyler, Texas 75701  
Acct#: 1-50000-0852-00-012000  
Judgment Value: \$3,000.00  
Date of Sale: December 1, 2015  
Date Bid Submitted: May 31, 2018  
Redemption Expires: June 29, 2016  
Sale Recording Date: December 29, 2015

**PROPERTY DESCRIPTION**

LOT 12, NCB 852, PART OF THE J.H. HERNDON SUBDIVISION, SITUATED IN THE TYRE BUCKLEY SURVEY, DEED RECORDED IN VOLUME 987, PAGE 8, DEED RECORDS OF SMITH COUNTY, TEXAS

**PROPERTY SITUS OR LOCATION:** *845 Turner Ave*

**JUDGMENT INFORMATION**

<b>Tax Entity</b>	<b>Tax Years</b>	<b>Amount Due</b>
TYLER ISD, CITY OF TYLER	1993-2014	\$ 5,115.99
SMITH COUNTY, AND TJC	1993-2014	\$ 2,981.26
		<b>TOTAL: \$8,097.17</b>

**COSTS**

Court Costs	\$821.00 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$74.64 (Payable to Perdue Law Firm)
Title Research:	\$200.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$62.00 (Payable to Perdue Law Firm)
<b>TOTAL: \$1,327.64</b>	

**PROPOSED DISTRIBUTION**

Bid Amount:	\$1,501.00	Costs: \$1,327.64
Net to Distribute:	\$173.36	

<b>ENTITY</b>	<b>PERCENTAGE</b>	<b>AMOUNT TO DISBURSE</b>
Tyler ISD, City of Tyler	.63	\$ 109.22
Smith County and TJC	.37	\$ 64.14

**TOTAL: \$173.36**

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

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

**WHEREAS**, potential buyers of property described in Exhibit "A" referenced in Cause No. Cause No. 25,142-C Tyler Independent School District vs. Joe F. Longley, Et Al

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

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

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

**NOW THEREFORE BE IT RESOLVED BY THE**

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

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

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

**Resolved this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
President, Board of Trustees

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT "A"**

**BID ANALYSIS**

Cause #: 25,142-C

Previous Owner: Joe F. Longley, ET AL

Acct#: 1-50000-0661-02-040000

Bid Amount: \$4,001.00

Judgment Value: \$12,000.00

Bidders Name: Luis Andres Miranda

**Deed Name: Bio Construction**

Date of Sale: August 2, 2016

Bidders Address: 2001 E Lake Street

Date Bid Submitted: May 31, 2018

Tyler, Texas 75701

Redemption Expires: February 18, 2017

Sale Recording Date: August 18, 2016

**PROPERTY DESCRIPTION**

BEING LOTS 40-45, BLOCK 661-B, OF THE WALTER H. KNIGHT ADDITION TO THE CITY OF TYLER, DEED RECORDED JANUARY 2, 2006, DOCUMENT NO. 2006R0000951, DEED RECORDS OF SMITH COUNTY, TEXAS

**PROPERTY SITUS OR LOCATION: *S Peach Ave***

**JUDGMENT INFORMATION**

<b>Tax Entity</b>	<b>Tax Years</b>	<b>Amount Due</b>
TYLER ISD, CITY OF TYLER	2008-2015	\$ 2,347.21
SMITH COUNTY, AND TJC	2008-2015	\$ 1,214.16
		<b>TOTAL: \$3,561.37</b>

**COSTS**

Court Costs	\$315.00 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$ 58.47 (Payable to Perdue Law Firm)
Title Research:	\$ 200.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$ 62.00 (Payable to Perdue Law Firm)

**TOTAL: \$805.47**

**PROPOSED DISTRIBUTION**

Bid Amount:	\$4,001.00	Costs: \$805.47
Net to Distribute:	\$3,195.53	

<b>ENTITY</b>	<b>PERCENTAGE</b>	<b>AMOUNT TO DISBURSE</b>
Tyler ISD, City of Tyler	.66	\$ 2,109.05
Smith County and TJC	.34	\$1,086.48

**TOTAL: \$3,195.53**

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

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

**WHEREAS**, potential buyers of property described in Exhibit "A" referenced in Cause No. Cause No. 25,367-A Tyler Independent School District vs. George Tate, Et Al have come forward through sealed bid submitted to the Smith County Tax Office, and

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

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

**NOW THEREFORE BE IT RESOLVED BY THE**

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

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

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

**Resolved this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

\_\_\_\_\_  
President, Board of Trustees

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT "A"**

**BID ANALYSIS**

Cause #: 25,367-A  
Previous Owner: George Tate, Et Al  
Bid Amount: \$3,651.00  
Bidders Name: Maugno Mora  
Acct#: 1-00000-0557-00-034000  
Judgment Value: \$4,868.00  
Date of Sale: April 3, 2018  
Date Bid Submitted: May 31, 2018  
Redemption Expires: October 24, 2018  
Bidders Address: 100 CR 34  
Tyler, Texas 75706  
Sale Recording Date: April 24, 2018

**PROPERTY DESCRIPTION**

0.500 ACRE, MORE OR LESS, PART OF THE JOHN LANE SURVEY, DEED RECORDED IN VOLUME 687, PAGE 622, DEED RECORDS OF SMITH COUNTY, TEXAS

**PROPERTY SITUS OR LOCATION: FM 14**

**JUDGMENT INFORMATION**

<b>Tax Entity</b>	<b>Tax Years</b>	<b>Amount Due</b>
TYLER ISD	1995-2016	\$ 4,091.75
SMITH COUNTY, AND SMITH COUNTY EMER SEV #2	1995-2016	\$ 1,260.34
		<b>TOTAL: \$5,352.09</b>

**COSTS**

Court Costs	\$305.34 (Payable to District Clerk)
Sheriff's Fees	\$215.00 (Payable to Smith County Sheriff)
Publication Fee:	\$67.84 (Payable to Perdue Law Firm)
Title Research:	\$83.84 (Payable to Perdue Law Firm)
Deed Recording Fee	\$54.00 (Payable to Perdue Law Firm)
<b>TOTAL: \$726.02</b>	

**PROPOSED DISTRIBUTION**

Bid Amount:	\$3,651.00	Costs: \$726.02
Net to Distribute:	\$2,924.98	

<b>ENTITY</b>	<b>PERCENTAGE</b>	<b>AMOUNT TO DISBURSE</b>
Tyler ISD	.76	\$ 2,222.98
Smith County and Smith County Emer Sev #2	.24	\$ 702.00

**TOTAL: \$2,924.98**

Subject: Local Policy EHBK: Celebrate Freedom Week

### BACKGROUND INFORMATION

Celebrate Freedom Week is a week designed to emphasize the teaching of the country's origins with an emphasis on the founding documents. Although it is often celebrated during the week of September 17<sup>th</sup> (the date The Constitution was signed); the Texas Education Code (TEC §29.907) gives local boards the authority to determine which week of the school year that Celebrate Freedom week is incorporated into the curriculum.

### ADMINISTRATIVE CONSIDERATION

Local Policy EHBK has been reviewed by the district administration and a revision is recommended that Celebrate Freedom Week be moved to the LAST full academic week of the school year rather than the FIRST full week.

Tyler ISD students spend the entire school year learning about the important founding documents, the people who settled and impacted the growth of this great country, the important symbols of America, and what American Freedom really means.

Celebrate Freedom Week will be a culmination of the exceptional learning that has occurred all year. Every Tyler ISD student will celebrate with special emphasis about our nation's founding documents of freedom - the Constitution, the Declaration of Independence, and the Bill of Rights. Included in the week will be Art Contests and Essay Contests.

### ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve policy EHBK (LOCAL) as it prepares to incorporate this policy into the district's Localized Policy Manual.

### ACTION REQUIRED

Board approval

### CONTACT PERSONS

Christy L. Hanson, Ed. D.  
Susan Gronow

07-23-18



The District shall designate the last full week of each school year as Celebrate Freedom Week.

Subject: Approval of Board Resolution and Participation in an Interlocal Agreement with Region 19 Service Center for Purchasing Cooperative

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATION

Region 19 is a cooperative which Tyler ISD has not participated in and the cooperative offers robust resources for compliance under EDGAR (federal purchasing law). There is no cost to the District to join the cooperative with Region 19.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the board resolution and interlocal agreement with Region 19 effective August 1, 2018 through July 31, 2019.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

07-23-18



Education Service Center  
Region 19  
El Paso & Hudspeth Counties

6611 Boeing Drive  
El Paso, Texas 79925-1010  
[www.esc19.net](http://www.esc19.net)

(915) 780-5019  
FAX: (915) 780-5061

**(SS-PUR-F032.1)  
RESOLUTION**

**AUTHORIZATION FOR USE OF ESC REGION 19 ALLIED STATES COOPERATIVE**

WHEREAS, the \_\_\_\_\_ (Agency Name) of \_\_\_\_\_ (City), Texas, pursuant to the authority granted under Section 271.101 to 271.102 of the Local Government Code, desires to participate in the ESC-Region 19 Allied States Cooperative, in the best interest of the taxpayers through cooperative savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY \_\_\_\_\_ (Agency Name) OF THE \_\_\_\_\_ (City), TEXAS AS FOLLOWS:

The terms and conditions of the agreement have been reviewed by the Governing Body of the \_\_\_\_\_ (Agency Name) and found to be acceptable and in the best interests of the \_\_\_\_\_ (Agency Name) and its citizens are hereby in all things approved.

The \_\_\_\_\_ (Agency Name) is authorized to enroll and participate in the ESC Region 19 Allied States Cooperative and purchases through this program shall be deemed to meet competitive purchasing requirements.

DULY PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

ATTEST: \_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
(Title)

Upon agreement and authorized approval by the governing body of each of the parties, this agreement will be in effect between the referenced parties, in which Education Service Center- Region 19 Allied States Cooperative will cooperatively bid out goods and services. This agreement shall automatically renew on the anniversary date. Either party may terminate this agreement with or without cause given a 30-day notice.

**Authority for cooperative contracting is granted under Government Code Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B General Interlocal Contracting Authority and Subchapter C Specific Interlocal Contracting Authority and Local Government Code, Chapter 271, Subchapter F, Section 271.101. and Section 271.102.**

**Region 19 Education Service Center through Allied States Cooperative will:**

- Provide organizational and administrative support to facilitate member requirements
- Provide staff necessary for efficient operation of the purchasing cooperatives
- Provide administrative support for contract compliance with awarded bidders
- Comply with competitive bidding requirements
- Disseminate information in an expedient manner regarding awards and information related to specified contracts
- Maintain the ESC-Region 19 Allied States Cooperative website
- Provide specific contract requirement bid processing services during the contract period on a case by case basis.

**Purchasing Co-op Members will:**

- Designate a contact person for communications
- To the extent permitted by law, indemnify and save harmless Education Service Center - Region 19 Allied States Cooperative, the Region 19 Board of Directors, and Region 19 employees or representatives from all suits and claims resulting or arising from any breach of this Agreement or related agreements by the Co-op member and any negligent or intentional acts of Co-op member, its employees or agents. This Interlocal Agreement does not constitute a waiver of the sovereign immunity of any of the parties hereto.
- Submit copies of all purchase orders utilizing ESC-Region 19 ASC contracts to ESC Region 19 ASC.
- Pay awarded vendors in compliance with the payment terms set forth in the contracts.
- Notify ESC-Region 19 Allied States Cooperative in writing of any non-compliance issues with awarded vendors.
- Mutually agree with ESC-R19 (ASC) on specific contracts to be utilized due to market coverage by vendors. Each party paying for the performance of governmental function or services must make those payments from current revenues available to the paying party.

**Please return approved agreement to:**  
**Procurement Director**  
**ESC-Region 19 Allied States Cooperative**  
**6611 Boeing Drive, El Paso, TX 79925**

**Purchasing Cooperative Member**

\_\_\_\_\_  
 Name of District/Agency

\_\_\_\_\_  
 Name of Authorized Person

\_\_\_\_\_  
 Signature of Authorized Person

\_\_\_\_\_ Title \_\_\_\_\_ Date

**Region 19 Education Service Center**

Armando Aguirre, Ed.D.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

**AUTHORIZATION OF THE INTERLOCAL AGREEMENT**

**DISTRICT/AGENCY CONTACT**

\_\_\_\_\_  
 Name

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
 Email

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Fax



Subject: Consider Approval of Re-Affirming use of District Purchasing Cooperatives

BACKGROUND INFORMATION

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

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

ADMINISTRATIVE CONSIDERATION

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

Purchasing Cooperatives:

- BuyBoard (TASB)
- Central Texas Purchasing Alliance (CTPA)
- E&I Cooperative Services
- National IPA (National Intergovernmental Purchasing Alliance Company)
- PACE (Purchasing Association of Cooperative Entities)
- TIPS/TAPS (The Interlocal Purchasing System – ESC Region VIII)
- TXMAS (State Purchasing)
- U.S. Communities

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board re-affirm the use of the purchasing cooperatives listed above effective August 1, 2018 through July 31, 2019.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

07-23-18

Subject: Consider Approval of Contracted Services Vendor List 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, a cooperative for this category does not exist within the various cooperatives utilized by the District.

Through a request for proposal, the District has compiled a contracted services vendor list for District personnel to utilize to meet the needs of the District.

ADMINISTRATIVE CONSIDERATION

A contracted services vendor list will expand the vendor pool the District may access to satisfy the District’s purchasing needs and will assist in maintaining compliance with local, state, and federal requirements.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the use of the vendors on the attached list for the period of August 1, 2018 through June 30, 2021.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork  
Ramsey Starks

07-23-18

**Tyler Independent School District  
Contracted Services Vendor List**

	<b>Vendor Name</b>
1	Accelerate Learning, Inc
2	Ahead of the PAK
3	Alan B. Sowards, Consultant
4	Blue Daisy Consulting, LLC dba Lead Your School
5	C & C Consulting and Education
6	Carol Costello
7	Carrie Simpson, PhD
8	Center for Teaching for Biliteracy, LLC
9	Collier Educational Consulting
10	Debbie Diller & Associates, Inc.
11	Developing Minds Inc
12	ELL Services LLC
13	Exploros, Inc.
14	FranklinCovey Client Sales, Inc
15	Houghton Mifflin Harcourt Publishing Company
16	Jacqueline Erlandson, Nutrition Consultant
17	John DeMado Language Seminars, LLC
18	John R. Gunnarson
19	Kagan Professional Development
20	Kelly Harmon & Associates
21	Lagayla Robyn Hartzell

	<b>Vendor Name</b>
22	Lead4ward
23	Lisa Van Gemert, LLC
24	Living WELL Aware, LLC
25	Measurement Incorporated
26	Pam Harris Consulting LLC
27	Patsy Ramirez Lit. Inc
28	Play Fit Education Inc
29	Population Education
30	Reasoning Mind, Inc
31	Reba Schumacher & Associates
32	Results Coaching Global, LLC
33	s3strategies, LLC
34	Sharon Gullett Consulting
35	Shauna Yusko
36	Sonova USA Inc.
37	Spiridis Consulting LLC
38	Teaching Strategies, LLC
39	The College Board
40	The DBQ Company dba The DBQ Project
41	Warren Instructional Network
42	Western Kentucky University, T/TAS

Subject: Student Code of Conduct for the 2018-2019 school year

### BACKGROUND INFORMATION

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

### ADMINISTRATIVE CONSIDERATION

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

### ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the Student Code of Conduct for the 2018-2019 school year.

### ACTION REQUIRED

Board Approval

### CONTACT PERSONS

Rawly Sanchez  
John Johnson

07-23-18



Subject: Student/Athletic Insurance Renewal

BACKGROUND INFORMATION

Tyler ISD requested proposals for Student/Athletic Insurance coverage for 2018-2019. The current policy will expire July 31, 2018.

ADMINISTRATIVE CONSIDERATION

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

ADMINISTRATIVE RECOMMENDATION

The Administration recommends the Board of Trustees approve the 2018-2019 Student/Athletic Insurance proposal to Texas Monarch Management Corp, which includes athletic coverage for \$159,980 and catastrophic coverage for \$4,761.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork  
Greg Priest  
Ramsey Starks

07-23-18



**Texas Monarch Management Corp.**  
 3201 Cherry Ridge Dr. Suite D405, San Antonio, TX 78230

**TYLER  
 INDEPENDENT SCHOOL DISTRICT  
 2018 - 2019**

**ATHLETIC AND ACTIVITIES COVERAGE**

**Premier Plan**

\$25,000 Maximum

1 Year Benefit Period

**\$ 159,980.00**

**CATASTROPHE COVERAGE**

**Covered Activities:**

While participating as a member of a team during a supervised, scheduled and approved official season practice or game of the Policyholder, including band members, cheerleaders, majorettes, participants of intramural sports, gym classes, coaches, managers, trainers and non-sport extracurricular activities (including interscholastic football). This includes adult-supervised, direct and uninterrupted travel with other members of the team to and from such activities in a vehicle designated by the Policyholder.

<b>Accident Medical Maximum:</b>	<b>\$7,500,000</b>
<b>Deductible:</b>	<b>\$25,000</b>
<b>Benefit Period:</b>	<b>10 Year</b>
<b>Full Excess Medical:</b>	<b><u>\$ 4,761.00</u></b>

**Effective Date:** Quote valid through August 1, 2018

**Carrier:** National Union Fire Insurance Company (an AIG Company) (an Admitted Carrier)  
**Rating:** A, XV (Current rating may be found at AMBest.com)

**Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").**

Subject: Approval of the Field/Clinical Teaching Experience Agreement (formerly known as the School Partnership Agreement) between Tyler ISD and Texas Teachers Alternative Certification Program

### BACKGROUND INFORMATION

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

### ADMINISTRATIVE CONSIDERATION

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

### ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Field/Clinical Teaching Experience Agreement between Tyler ISD and Texas Teachers Alternative Certification Program for the 2018-2019.

### ACTION REQUIRED

Board Approval

### CONTACT PERSON

Rawly Sanchez

07-23-18

## Texas Teachers ACP Clinical Teaching Affiliation Agreement

This agreement made on the 1<sup>st</sup> day of August, 2018, between Texas Teachers Alternative Certification Program and Tyler Independent School District to establish a partnership for the completion of clinical teaching experience required by the State of Texas, the state approved program and the State Board for Educator Certification for the certification of teachers.

**As part of this collaborative effort for the certification of teachers, Texas Teachers ACP agrees to:**

1. Recommend for placement in the clinical teaching program only those students who earned a satisfactory record and have met the requirements established by Texas Teachers ACP.
2. Provide TISD, the clinical teacher, the cooperating/mentor teacher and the field supervisor access to curriculum requirements, evaluation forms, project descriptions, handbook, calendars schedules or any other documentation or materials necessary to effectively facilitate and support the clinical teacher during this capstone experience.
3. Advise clinical teachers of their responsibilities regarding participation in their capstone experience, including professional conduct and following rules set by our program and the District.

**Tyler Independent School District agrees to:**

1. Provide an appropriate and meaningful clinical teacher placement that allows the student to meet all certification requirements outlined by Texas Teachers ACP.
2. Provide a highly-qualified cooperating/mentor teacher who has at least 3 years of experience in the classroom.
3. Ensure cooperating/mentor teacher will provide midpoint and final evaluations on clinical teacher(s).

**Texas Teachers ACP and TISD jointly agree to:**


1. Establish on-going, open communication between the certification program staff and TISD to ensure the success of students in the experience.
2. Allow either Texas Teachers ACP or TISD to initiate the removal of a clinical teacher placement in TISD if, in the final judgment of both parties, the clinical teacher is not making satisfactory progress in the program.


**Term of Agreement, Modification, Termination:**

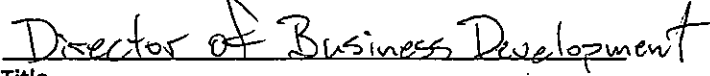
This agreement shall become effective on August 1<sup>st</sup>, 2018 and shall remain in effect until terminated by either party in accordance with this section. This Agreement may be terminated without cause by a ninety (90) days written notice from either party to the other.

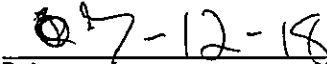
**AGREED:**

Texas Teachers ACP

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

Tyler ISD

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subject: Approval of the Field/Clinical Teaching Experience Agreement (formerly known as the School Partnership Agreement) between Tyler ISD and The University of Texas at Tyler

#### BACKGROUND INFORMATION

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

#### ADMINISTRATIVE CONSIDERATION

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

#### ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Field/Clinical Teaching Experience Agreement between Tyler ISD and The University of Texas at Tyler for the 2018-2019.

#### ACTION REQUIRED

Board Approval

#### CONTACT PERSON

Rawly Sanchez

07-23-18

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

**FIELD/CLINICAL TEACHING EXPERIENCE AGREEMENT between**

**TYLER ISD**

**And**

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

**The Field/Clinical Teaching Experience Agreement (the “Agreement”) has been entered into as of August 17, 2018 the (“Effective Date”) and shall renew on the annual anniversary of the Effective date thereafter by and between the School of Education at The University of Texas at Tyler and the TYLER Independent School District located in TYLER, TX.**

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

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

**The School of Education shall:**

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

**The District shall:**

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

**The Campus Principal or designee shall:**

- **Assist in selection of cooperating teachers;**
- **Provide leadership within the building for the supervision of pre-service candidates;**
- **Introduce pre-service teachers to the campus community;**
- **Acquaint pre-service teacher candidates with the policies and procedures of the school as it relates to :**
  - **Fire drills;**
  - **Illness or injuries to students;**
  - **Schedule of teachers' duties;**
  - **Discipline procedures;**
  - **Rules or regulations regarding school equipment;**
  - **Arrival/Dismissal times;**

- Dress code

**The Cooperating Teacher shall:**

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

College : The University of Texas at Tyler

School District: TYLER ISD

Signature: 

Signature: \_\_\_\_\_

Print Name: Amir Mirmiran

Print Name: \_\_\_\_\_

Title: Provost, Vice President of Academic Affairs

Title: Superintendent

Date: 6/20/18

Date: \_\_\_\_\_



# The University of Texas at Tyler

## Contract Memorandum

**Date:** June 19, 2018

**To:** Amir Mirmiran

**Originator:** Debra Ellis

**Counterparty:** Tyler ISD

**Term of Contract:** August 17, 2018 to continue from year to year

**Approved as to Legal Form by:**

  
\_\_\_\_\_  
Michael Donley, University Counsel

**Synopsis:** These Agreements are for field/clinical teaching experience for qualified students of The College of Education. My review did not reveal any significant legal risk management issues.

Subject: Waiver for Modified Schedule/State Assessment Testing Days

BACKGROUND INFORMATION

This waiver allows Tyler ISD to modify the schedule of classes for students who are not being tested to report to and attend school after the state assessment testing period has ended, therefore reducing interruptions during the testing period.

ADMINISTRATIVE CONSIDERATION

The Modified Schedule/State Assessment Testing Days Waiver must be approved every three years for students' schedules to be modified appropriately during the state assessment window.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Modified Schedule/State Assessment Testing Days waiver for Tyler ISD for the 2018-2019, 2019-2020, and 2020-2021 school year. After approval, the waiver will be submitted to the Texas Education Agency for final approval.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

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

07-23-18

Subject: Waiver for Staff Development Minutes

### BACKGROUND INFORMATION

The Texas Education Agency provides an application process for expedited and general state waivers. The procedure is designed to process either single or multiple waiver requests from school districts for a three year period of time.

### ADMINISTRATIVE CONSIDERATION

The district has applied for the following waiver to assist in its academic programming for students and staff. The waiver must be renewed every three years and is available for use *in the event* they are needed. The requested waiver includes the following:

#### **Staff Development Waiver**

This waiver allows the district to train staff on various educational strategies designed to improve student performance in lieu of the maximum 360 minutes of student instruction. The commissioner of education reserves the right to modify or revoke approvals for the second or third year of the waiver, if such a change is required.

### ADMINISTRATIVE RECOMMENDATION

The administration requests the board approve the waiver application for submission to the State for the 2018-2019, 2019-2020, and 2020-2021 school years.

### ACTION REQUIRED

Board Approval

### CONTACT PERSON

Christy Hanson, Ed. D.

07-23-18

Subject: Head Start Recommendations from Monitoring Review

### BACKGROUND INFORMATION

According to the Head Start Reauthorization Act of 2007 and Head Start Performance Standards, the Tyler ISD Board of Trustees that serves as the governing body of the Tyler ISD Head Start program must be actively involved in program decision-making, oversight and monitoring of the program.

Based on an incident at Dixie Elementary in the spring of 2017, a Head Start monitoring review was conducted. The recommendations of the monitoring review were as follows:

1. Tyler ISD Head Start program must develop a Quality Improvement Plan to meet compliance within 120 days of receipt of report.
2. Tyler ISD Head Start program must develop a policy and procedure for training and technical regarding staff to child ratio and supervision.

### ADMINISTRATIVE CONSIDERATION

In compliance with the Head Start Performance Standards, and the recommendations of the monitoring review

1. A comprehensive Quality Improvement Plan for Tyler ISD Head Start has been developed
2. A training and technical support policy and procedure for staff to student ratio and supervision has been developed

### ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the Quality Improvement Plan and the Training and Technical Support Policy and Procedures.

### ACTION REQUIRED

Board Approval

### CONTACT PERSONS

Christy Hanson  
Stacy Miles

07-23-18

## Tyler ISD Head Start Policies and Procedures

<b>P/P Topic:</b>	Classroom Ratio and Technical Training and Assistance	<b>P/P #:</b>	HS23
<b>Performance Standard:</b>	1302.21 CFR 1302.102(d)(l)(ii)	<b>PC Approval Date:</b>	
		<b>Monitoring Responsibility:</b>	Education Coordinator Education Specialist Director of Head Start
<b>Policy:</b> To ensure that staff provide appropriate care and supervision of children at all times by maintaining classroom ratio.			

Responsibility	Procedure
Teachers Teachers Assistants	<p>Staff members have the responsibility to meet the basic needs of each child and to assure for their safety and well-being.</p> <p>Providing appropriate care and supervision of all children involves:</p> <ol style="list-style-type: none"> <li>1. Maintaining required staff to child ratios and group size as follows when the classroom is made up of primarily four (4) year olds:               <ol style="list-style-type: none"> <li>a. 2:20 for full day Head Start sessions</li> <li>b. 2:17 for Double Head Start Sessions</li> </ol> </li> <li>2. Maintaining required staff to child ratios and group size as follows when the classroom is made up primarily of three (3) year olds:               <ol style="list-style-type: none"> <li>a. 2:17 for Full Day Head Start Sessions</li> <li>b. 2:15 for Double Head Start Sessions</li> </ol> </li> <li>3. Maintaining ratio at all times. A staff member must seek relief from building supports before leaving the room out of ratio. At no time should a child be left alone.</li> <li>4. Volunteers and interns are used whenever possible as additional support in the classroom. During naptime, one teaching staff member may be replaced by one staff member or trained volunteer who does not meet the teaching qualifications required for the age.</li> <li>5. Staff are responsible for providing competent supervision of children in their care at all times. Staff must be able to hear and see all children under their supervision. They must actively engage with children in their care and avoid any distractions from providing competent supervision and care.</li> <li>6. All staff in a classroom setting are responsible for the total number of children in their care at any given time throughout the program day. Counting the number of children, known as headcounts, are required any time a child or classroom arrives or leaves the classroom. This includes leaving for a walk, going to the playground, emergency evacuations, toileting, using other facilities such as the gym, cafeteria, library, etc.</li> <li>7. Each campus principal will provide a list of staff members who provide assistance in the Head Start classroom. Campus staff will receive training on ratio and active supervision within the first 60 days of school.</li> <li>8. Head Start staff will receive annual training on ratio and active supervision within the first 60 days of school.</li> </ol>

If a staff member witnesses a child unsupervised for any length of time, the staff member shall:

- a. Ensure the child is safe.
- b. Inform the campus principal and Head Start Director. In the absence of the Head Start Director, the Education Coordinator should be notified.
- c. Both staff members who left the child alone and the staff member who witnessed the child left alone must complete and submit a campus incident report to the Head Start Health Coordinator and Director of Head Start.
- d. Upon Notification to the Director and Campus Principal, the Director will notify the Assistant Superintendent of Curriculum and Instruction.
- e. The Assistant Superintendent of Curriculum will conduct an investigation of the incident. The information will be reviewed and a disciplinary action will be recommended, if needed, by Human Resource Department and Assistant Superintendent of Curriculum.
- f. The Assistant Superintendent will determine whether they have adequate ongoing support, supervision, and training necessary for staff to succeed. Superintendent will determine final action for self-reporting incident to the Office of Head Start.

Tyler ISD Head Start 06CH7138  
 Quality Improvement Plan

2017-2018

<p><b>Objective:</b> Subpart B- Program Structure                  1302.21 (b)                  (b) <i>Ratios and group size.</i> (1) Staff-child ratios and group size maximums must be determined by the age of the majority of children and the needs of children present. A program must determine the age of the majority of children in a class at the start of the year and may adjust this determination during the program year, if necessary. Where state or local licensing requirements are more stringent than the teacher-child ratios and group size specifications in this section, a program must meet the stricter requirements. A program must maintain appropriate ratios during all hours of program operation, except:                  (i) For brief absences of a teaching staff member for no more than five minutes; and,                  (ii) During naptime, one teaching staff member may be replaced by one staff member or volunteer who does not meet the teaching qualifications required for the age.</p>				
Performance Standard	Action Steps	Time Frame	Responsibility	Outcome/Documentation
1302.21 (b)	Re-evaluate the existing Active Supervision Plan with Leadership Team. The director will add a policy and procedure for maintaining ratio in classroom for September 2018.	Complete Plan and Procedure by July 31, 2018  Submit for approval to Policy Council by September 13, 2018  After Policy Council approval, Governing Body will receive a copy of the approved Active Supervision and Ratio Procedure by October 1, 2018	Director and Leadership Team Members  Approval by Policy Council  Governing Body will receive a copy of the approved Policy and Procedure	Ratio and group size policy and procedure  Policy Council will review and approve ratio and group size policy and procedure  Each staff member will receive a copy of the policy and procedure during Active Supervision Training

# Tyler ISD Head Start 06CH7138

## Quality Improvement Plan

2017-2018

<p>The Director and Education Coordinator will provide Active Supervision and Ratio Training to Family Service Workers, Leadership Team, Teacher and Teacher Assistants each year. Training module will include:</p> <ul style="list-style-type: none"> <li>• Six Active Supervision Strategies</li> <li>• Video: Positioning- Where do I stand?</li> <li>• Video: Supervision What's the Count</li> <li>• Review Policy and Procedure for Active Supervision and Ratio</li> <li>• Scenarios: Active Supervision and Ratio- "What would you do?"</li> <li>• FAQ</li> <li>• Questions</li> </ul> <p>The training will take place August 13-17. If needed, make-up training scheduled before September 15, 2018. If hired after the date, the training will take place within the first 60 days through orientation.</p> <p>By August 1, 2018, add ratio and classroom size information in Tyler ISD substitute handbook with Active Supervision. It will include</p>	<p>School begins August 13, 2018</p> <p>Training will be completed for all staff by September 30, 2018</p> <p>ongoing yearly training will occur during new employee orientation within first 60 days of employment</p>	<p>Education Coordinator Education Specialist Director of Head Start</p>	<p>-Sign-in sheets</p> <p>-Handouts (6 Active Supervision Strategies, Active Supervision and Ratio Policy and Procedure and copy of PowerPoint Presentation)</p> <p>-Agenda</p> <p>-Acknowledgement of Training and Tips Signature Page</p>
	<p>Add to 2018-2019 Substitute Handbook July 16, 2018</p>	<p>Tyler ISD District Manager, Substitute Services will add to Substitute Handbook</p>	<p>-Sign-in Sheets from Substitute Training</p> <p>-Agenda</p> <p>-Substitute Handbook</p>



# Tyler ISD Head Start 06CH7138

## Quality Improvement Plan

2017-2018

1302.21 (b)	<p>six strategies, Performance Standard on classroom ratio and group size and tips.</p> <p>Provide Active Supervision and Ratio Training to Principals with Head Start classrooms on August 1, 2018. Each Principal submits 3-5 campus personnel designated to cover Head Start classrooms. The Education Staff and Director will schedule trainings for staff at their campus.</p> <p>On May 10, 2018, Policy Council approved a floater teacher assistant for the 2018-2019 school year to provide additional support with ratio.</p> <p>Head Start Leadership Team will observe and monitor how active supervision and classroom size is implemented while students are present.</p>	<p>Training for Principal will be completed by September 1, 2018</p> <p>Campus training will be completed by October 31, 2018</p> <p>May 2018 approval with grant application</p> <p>August 13, 2018 beginning date for floater teacher assistant</p> <p>Complete 1<sup>st</sup> observation by October 31, 2018</p> <p>Complete 2<sup>nd</sup> observation by April 30, 2019</p>	<p>-Director of Head Start will provide information for the Handbook</p> <p>Education Staff</p> <p>Director of Head Start</p> <p>Policy Council</p> <p>Director of Head Start</p> <p>Policy Council</p> <p>Leadership Team</p>	<p>-Electronic Signature for receiving Substitute Handbook</p> <p>-Completed form for designated staff</p> <p>-Agenda (Principal and Staff Training)</p> <p>-PowerPoint</p> <p>-Sign-in Sheets</p> <p>Policy Council and School Board approved additional staff member in 2018-2019 Grant Application</p> <p>Observation Form completed 2x a year</p>
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*Tyler ISD Head Start 06CH7138  
Quality Improvement Plan  
2017-2018*

The Policy Council and School Board President signatures serves as verification that both entities have reviewed, agree with, and approve each step of the Quality Improvement Plan including the time-periods associated with each step. Documentation will appear in the Board and Policy Council minutes as well.

\_\_\_\_\_  
Tyler ISD School Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Policy Council Chairperson/Assistant Chairperson

\_\_\_\_\_  
Date

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

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATION

Tyler ISD continues to serve as the educational provider for students who are detained in the Smith County Juvenile facilities. TISD is required to serve those students for a total of 7 hours a day. TISD staff has been assigned to the detention facility in order to continue providing these legally required services. The current Interlocal agreement defines what the roles of the sending school districts are and what the role of TISD is in providing the appropriate educational services for all students in this facility.

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board approve the 2018-2019 Interlocal agreement between Tyler ISD and Smith County Juvenile Board.

ACTION REQUIRED

Board approval

CONTACT PERSONS

Rawly Sanchez  
Kenneth Gay, Ed. D.

07-23-18

## TISD Interlocal with Smith County Schools- [2018-2019]

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

### **TISD DISTRICT RESPONSIBILITIES:**

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

## TISD Interlocal with Smith County Schools- [2018-2019]

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

### **SMITH COUNTY SCHOOLS RESPONSIBILITIES:**

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

### **SMITH COUNTY JUVENILE SERVICES RESPONSIBILITIES:**

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

## TISD Interlocal with Smith County Schools- [2018-2019]

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

### **TERM**

This Interlocal Agreement shall be in effect beginning August 20, 2018, and may be reviewed annually. Either party to this Interlocal Agreement must give the other party written notification of intent to modify or terminate said agreement within thirty (30) days prior to taking such action.

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

*Superintendent's Signature* \_\_\_\_\_ from  
\_\_\_\_\_ Independent School District.

TYLER INDEPENDENT SCHOOL DISTRICT

*Board President/Signature* \_\_\_\_\_, Rev. Fritz Hager Jr.

Subject: 2018-2019 Memorandum of Understanding (MOU) for the College Preparatory Mathematics and English Language Arts course with Tyler Junior College (TJC)

BACKGROUND INFORMATION

The district has a partnership with TJC which allows Tyler ISD students who have not met the TSI requirements for college admission to receive academic support to achieve this standard prior to graduation. 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 MOU is to define the roles and responsibilities of TJC and Tyler ISD within the scope of the development and implementation of this college prep course.

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 Course are eligible for admission to TJC.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Memorandum of Understanding between Tyler Junior College and Tyler ISD for the 2018-2019 College Preparatory Mathematics and English Language Arts Course.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Christy Hanson, Ed. D.  
Gary Brown

07-23-18



**2018 – 2019**  
**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 2018-2019 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 83<sup>rd</sup> 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 12<sup>th</sup> 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.

Additionally, TJC and the School District agree to collaborate 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”).

- a. **Current Course Curriculum-Edmentum/Plato-TSI Preparation Suite to meet course outcomes**



- 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:

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

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.

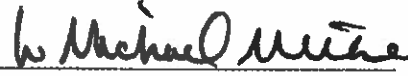
22. Use or possession of firearms or weapons is prohibited on campuses and satellite facilities.
23. **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF A SCHOOL DISTRICT AND TJC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART 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 June 2018.

  
 \_\_\_\_\_  
 Chancellor/CEO or Designee  
 Tyler Junior College

\_\_\_\_\_  
 Superintendent or Designee  
 Tyler Independent School District

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

Subject: Memorandum of Understanding with Chapel Hill ISD and Winona ISD for the 2018-2019 Emergency Medical Technician (EMT) program

BACKGROUND INFORMATION

The Tyler ISD CTE Department has worked with representatives from UT Health Northeast, Chapel Hill ISD and Winona ISD to develop guidelines for qualified students from Chapel Hill ISD and Winona ISD to attend dual credit EMT classes offered at the Tyler ISD Career and Technology Center. Part of this arrangement includes the submission and awarding of Governor Abbott's Texas Talent Connection Grant through the Texas Workforce Commission to provide funding assistance for the program and for students from all three districts.

ADMINISTRATIVE CONSIDERATION

Through this agreement Tyler ISD is able to secure supplemental funding for the 2018-2019 school year to support the existing CTE EMT program. The additional students from Chapel Hill ISD and Winona ISD will not require additional sections to be added to the master schedule.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the Memorandum of Understanding with Chapel Hill ISD and Winona ISD for the 2018-2019 Emergency Medical Technician (EMT) program.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Christy Hanson, Ed. D.  
Gary Brown

07-23-18



**Tyler ISD Memorandum of Understanding  
for the CTE Emergency Medical Technician Program**

**TYLER INDEPENDENT SCHOOL DISTRICT**, an accredited kindergarten through grade twelve (12) school district (herein referred to as “TISD” or “Tyler ISD”) and **CHAPEL HILL INDEPENDENT SCHOOL DISTRICT** (herein referred to as “CHISD” or “Chapel Hill ISD”) and **WINONA INDEPENDENT SCHOOL DISTRICT** (herein referred to as “WISD” or “Winona ISD”) enter the following agreement for the 2018-2019 school year and for the terms of which **WITNESS THE FOLLOWING:**

**1. PURPOSE**

The purpose of the Memorandum of Understanding (MOU) is to facilitate cooperation between Tyler ISD, Chapel Hill ISD, and Winona ISD in the provision of CTE technical dual credit EMT courses being offered to qualified students at the Tyler ISD Career & Technology Center.

**2. COURSE PROVISIONS**

- 2.1. Instruction will be provided by an instructor employed by Tyler ISD and accredited as an adjunct professor with Tyler Junior College (TJC).
- 2.2. Successful completion of the EMT course will result in students receiving high school credit for the CTE course “Practicum in Health Science - EMT” and for the college courses “EMSP 1501” and “EMSP 1160.”
- 2.3. Grades will be awarded by the dual credit instructor according to the guidelines and procedures established by TJC.

**3. STUDENT ELIGIBILITY AND ENROLLMENT**

- 3.1. To be eligible to participate in the Tyler ISD dual credit EMT course a student must meet the Tyler Junior College (TJC) Technical Dual Credit guidelines and any local expectations/requirements from his/her home campus.
- 3.2. Students will follow the regular TJC registration and enrollment guidelines and procedures.

**4. RESPONSIBILITIES**

- 4.1. Tyler ISD is responsible for:
  - 4.1.1. Providing college level EMT courses equivalent to those offered on the campus of TJC.
  - 4.1.2. Providing the facilities to conduct the instructional portion of the EMT dual credit courses outlined in this agreement.
- 4.2. Chapel Hill ISD and Winona ISD are responsible for:

- 4.2.1. Ensuring that any required tuition, fees, supplies, or books for the outlined EMT dual credit courses are paid, if applicable.
  - 4.3. The Instructor is responsible for:
    - 4.3.1. Adhering to TJC policies, course syllabi, handbooks, and standards.
  - 4.4. The Student is responsible for:
    - 4.4.1. Adhering to local district, Tyler ISD, and Tyler JC policies and procedures while traveling to, attending, and traveling from the Tyler ISD EMT dual credit classes and subsequent off-site work-related experiences.
5. **INSTRUCTIONAL CALENDAR**
  - 5.1. Course dates and times will follow the TISD and TJC school calendars and TISD Career & Technology Center bell schedule. The college credit portion of the course will comply with TJC's instructional calendar, including beginning and ending dates, as well as grade submission deadlines.
6. **FACILITIES**
  - 6.1. Students enrolled in the Tyler ISD EMT dual credit courses will receive dual credit instruction at the Tyler ISD Career & Technology Center, located at 3013 Earl Campbell Parkway; Tyler, Texas 75701.
7. **TUITION AND FEES**
  - 7.1. The instructor fee for each student enrolled in a Tyler ISD EMT dual course is set at \$500 per student, per semester.
  - 7.2. Each participating school district assumes responsibility for ensuring the instructor fee is paid for each of their students enrolled in the Tyler ISD EMT dual credit courses outlined in this Agreement
8. **BOOKS AND SUPPLEMENTAL MATERIALS**
  - 8.1. Each participating school district assumes responsibility for ensuring the costs of required textbooks and supplemental materials are paid for each of their students enrolled in the Tyler ISD EMT dual credit courses outlined in this Agreement.
9. **TRANSPORTATION**
  - 9.1. Each participating school district assumes responsibility for establishing local transportation guidelines and procedures for of each of its participating students traveling to and from each facility at which the services outlined in this Agreement are provided.
10. **RISK OF LOSS**
  - 10.1. 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.

10.2. Each Member District will insure its owned or leased vehicles used in transportation of students for the statutory maximum limits of school district liability for motor vehicle accidents.

11. **MODIFICATION OF AGREEMENT**

This MOU may be amended by mutual agreement of all parties.

12. **TERMINATION OF AGREEMENT**

Tyler ISD, Chapel Hill ISD, and Winona ISD reserve the right to terminate this MOU upon service of written notice to the other parties 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.

13. **SIGNATURES**

The terms and provisions, as outlined above, are true and exact to the best of 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. This Agreement, including any rights or obligations hereunder, may not be assigned or otherwise transferred to any additional party without the express written consent of the other parties. This Agreement is nonexclusive between the parties; all 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** on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.



\*\*\*\*\*

**TYLER INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Board President, Tyler ISD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Tyler ISD

\_\_\_\_\_  
Date

\*\*\*\*\*

**CHAPEL HILL INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Board President, Chapel Hill ISD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Chapel Hill ISD

\_\_\_\_\_  
Date

\*\*\*\*\*

**WINONA INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Board President, Winona ISD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Winona ISD

\_\_\_\_\_  
Date

\*\*\*\*\*

**THE SIGNED ORIGINAL MEMORANDUM OF UNDERSTANDING WILL BE  
MAINTAINED BY TYLER INDEPENDENT SCHOOL DISTRICT.**

Subject: Memorandum of Understanding between The Mentoring Alliance and Tyler Independent School District

### 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 5<sup>th</sup> 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 2018-2019 school year.

- Andy Woods
- Bell
- Birdwell
- Caldwell
- Clarkston
- Dixie
- Douglas
- Griffin
- Jack
- Orr
- Owens
- Ramey
- Rice
- Boulter

The Boys and Girls Club of East Texas is also expanding to Boulter Middle School for the upcoming school year.

***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 2018-2019 school year.

#### ACTION REQUIRED

Board Approval

#### CONTACT PERSON

Rawly Sanchez

07-23-18



**TO:** DR. MARTY CRAWFORD  
**FROM:** KEVIN EAST  
**SUBJECT:** MEMORANDUM OF UNDERSTANDING FOR 2017-2018 SCHOOL YEAR  
**DATE:** JUNE 27, 2018

This Memorandum of Understanding (the Memorandum) is made on this day, June 27, 2018 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 BGCEC 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, BGCEC, 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, BGCEC 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, BGCEC 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

**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. TISD 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 TISD against any claims that may be asserted against TISD 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.

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Dr. Marty Crawford, Superintendent  
Tyler Independent School District

Date



6/28/18

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Kevin East, President  
The Mentoring Alliance

Date



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**TO:** DR. CRAWFORD, SUPERINTENDENT, TYLER ISD  
**FROM:** KEVIN EAST, PRESIDENT & CEO, THE MENTORING ALLIANCE  
**SUBJECT:** BOYS & GIRLS CLUBS OF EAST TEXAS 2018-2019 TISD LOCATIONS  
**DATE:** JUNE 27, 2018

**2018-2019 Boys & Girls Clubs of East Texas TISD Locations**

Elementary Schools:

Andy Woods (including Pre-K)

Bell

Birdwell

Caldwell (including 6<sup>th</sup> grade)

Clarkston

Dixie

Douglas

Griffin

Jack

Orr1080

Owens

Ramey

Rice

Middle School:

Boulter



Subject: Purchase of Renaissance Learning Accelerated Reader

BACKGROUND INFORMATION

Renaissance Accelerated Reader equips teachers with insight in to independent reading practice, research-proven goal setting tools, and activities that span a variety of skills and text types. Student enjoy a wide variety of choices and learn to fall in love with reading.

ADMINISTRATIVE CONSIDERATION

Seventeen elementary campuses and one middle school campus will be purchasing Accelerated Reader with campus Title I Funds or local campus funds.

Austin	Jack
Bell	Jones
Birdwell	Orr
Bonner	Owens
Caldwell	Peete
Clarkston	Ramey
Dixie	Rice
Douglas	Woods
Griffin	Hubbard

ADMINISTRATIVE RECOMMENDATION

The Administration recommends the Board approve a one year renewal subscription with Renaissance Learning in the amount of \$86,525.61.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Christy L. Hanson, Ed. D.

07-23-18

# 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:  
2018-369913

Date Filed:  
06/19/2018

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Renaissance Learning, Inc.  
Wisconsin Rapids, WI 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.**  
225793  
Educational Software and Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ludwig, Thomas	San Francisco, CA United States	X	
	Deb, Dipanjan	San Francisco, CA United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Debra C. Schoenick, and my date of birth is 07/25/1961.

My address is 2911 Peach St, Wisconsin Rapids, WI, 5444, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Wood County, State of Wisconsin, on the 19 day of June, 20 18.  
(month) (year)

*Debra C. Schoenick*

Signature of authorized agent of contracting business entity  
(Declarant)

Subject: Approval of Agreement with Reasoning Minds for STAAR Readiness and Blueprint

### BACKGROUND INFORMATION

Reasoning Minds is an effective and engaging blended learning program for Pre-K through 5 math. With Reasoning Minds, students use technology to leverage high quality math instruction and practice. Reasoning Minds has two platforms for Elementary students.

*Blueprint* is an online, supplemental software program for students in Pre-K through 1<sup>st</sup> grade that covers the skills and knowledge that are essential for future success in mathematics. Students are immersed real world problems allowing them to connect to the mathematics they are learning to their everyday surroundings.

*STAAR Readiness* is a blended learning math program for students in 2<sup>nd</sup> – 5<sup>th</sup> grade; focused on developing the number and operation sense, critical thinking abilities, and problem-solving skills students need to be successful in later grades. STAAR Readiness is aligned with the Texas Essential Knowledge and Skills (TEKS) and the STAAR Assessment.

### ADMINISTRATIVE CONSIDERATION

There are 14 campuses using campus funds local funds or campus Title I budgets to purchase student licenses for *Blueprint* and/or *STAAR Readiness* at a cost of \$95,000 plus an additional \$12,000 for In-Person and Virtual professional development and support. Campus Title 1 funds will pay for the student licenses. District SCE funds will pay for the support. Campuses who are purchasing student licenses are:

Bell	Griffin
Birdwell	Jones
Bonner	Orr
Caldwell	Peete
Clarkston	Ramey
Dixie	Rice
Douglas	Woods

### ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve a one year agreement with Reasoning Minds for Blueprint and STAAR Readiness for \$107,000.00.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Christy L. Hanson, Ed. D.

07-23-18

# 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.**

Reasoning Mind  
Houston, TX United States

Certificate Number:  
2018-377687

Date Filed:  
07/10/2018

**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.**

RFP 06-012018 A  
professional development and support; student/site licenses for online mathematics program

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 Tim B. Tarrillion, and my date of birth is 01/26/1951

My address is 1442 WASECA ST., HOUSTON, TX, 77055, USA  
(street) (city) (state) (zip code) (country)

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

Executed in HARRIS County, State of TEXAS, on the 10<sup>TH</sup> day of JULY, 20 18  
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

Subject: Achieve 3000 – Smarty Ants and KidBiz3000

### BACKGROUND INFORMATION

Achieve 3000 is a proven online differentiated instruction platform that uses NWEA MAP data to tailor reading instruction based on the student’s needs. Achieve 3000 automatically adjusts reading levels as students improve to accelerate literacy gains toward a 1300 Lexile level - the benchmark for college end career literacy.

The path to college and career literacy begins with *Smarty Ants* (Grades Pre-K to 2), an effective research driven solution that differentiates instruction in foundational reading skills such as phonemic awareness and phonics.

As students gain reading skills, they move up to *KidBiz3000* (Grades 3-5). These Achieve 3000 literacy solutions differentiate lesson to 12 levels of English and 7 levels of Spanish to ensure all learners engage with nonfiction, informational text at their level, all aligned to state and grade level specific standards.

### ADMINISTRATIVE CONSIDERATION

There are 15 campuses using campus local funds or campus Title I budgets to purchase site licenses for *Smarty Ants* at a cost of \$4,150.00 per school for a total cost of \$62,250.00

Austin	Griffin
Bell	Jack
Birdwell	Jones
Bonner	Peete
Caldwell	Ramey
Clarkston	Rice
Dixie	Woods
Douglas	

There are 7 campuses purchasing site licenses for *KidBiz3000* at a cost of \$7525.00 per campus. The total cost for *KidBiz3000* is \$52,675.00; of which \$21,000 will be paid for out of SCE funds and \$31,675.00 will be paid for out of campus Title I funds.

Austin	Griffin
Birdwell	Jones
Bonner	Ramey
Dixie	

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve the purchase of \$62,250.00 for *Smarty Ants* and \$52,675.00 for *KidBiz3000* for a total of \$114,925.00 to Achieve 3000 for training, support, and site licenses.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Christy L. Hanson, Ed. D.

07-23-18

# 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.  
 Achieve3000, Inc.  
 Lakewood, NJ United States

Certificate Number:  
 2018-369976

Date Filed:  
 06/19/2018

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.  
 115086  
 online literacy solutions

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 Michael Vantusko, and my date of birth is 1/15/1957.

My address is 1985 Cedar Bridge Avem Suite 3, Lakewood, NJ, 08701, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Ocean County, State of New Jersey, on the 19 day of June, 2018.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



Subject: Edmentum Online Learning Programs for Educators

**BACKGROUND INFORMATION**

Edmentum will provide three key products to Tyler ISD:

***Study Island***

Study Island is a K-12 standards-based practice and progress monitoring tool. The product is TEKS aligned to drive proficiency and fill in skills gaps for students. Study Island is a NWEA MAP link integration for targeted learning.

***Exact Path***

Exact Path is a K-8 individualized learning solution that promotes growth for K-8 students in Mathematics and Reading. Exact Path has individualized learning paths aligned to Texas standards and integrates with NWEA MAP.

***Courseware Solution***

Texas specific course offerings for credit recovery, college and career readiness and STAAR/EOC preparation.

**ADMINISTRATIVE CONSIDERATION**

**Elementary**

<b>Campus</b>	<b>Product</b>	<b>Amount</b>	<b>Funding Source</b>
Austin	Study Island	\$1,914.00	Campus Title I
Bonner	Study Island	\$ 792.00	Campus Title I
Jack	Exact Path	\$7,030.00	Campus Funds & Grant
Orr	Study Island & Exact Path	\$9,230.00	Campus Title I & District SCE
Owens	Exact Path	\$7,030.00	Campus Funds & Grant
Rice	Exact Path	\$7,030.00	Campus Title 1 Funds & District SCE
Woods	Exact Path	\$7,030.00	Campus Title 1 Funds & District SCE
District	Standard Svc Pkg	\$4,000.00	Local Funds
<b>Total</b>		<b>\$44,056.00</b>	

### Study Island for Secondary

Campus	Amount	Funding Source
Boulter	\$ 8,235.29	Campus Title 1 & District SCE
Hubbard	\$ 6,035.40	Campus Title 1 & District SCE
Hogg	\$ 3,519.80	Campus Title 1 & District SCE
Three Lakes	\$ 7,365.40	Campus Title 1 & District SCE
John Tyler	\$16,203.50	Campus Title 1 & District SCE
REL	\$16,952.50	Campus Title 1 & District SCE
RISE	\$ 1,223.50	District SCE
ECHS	\$ 2,159.75	District SCE
District Service Pkg	\$ 5,350.00	Local Funds
<b>Total</b>	<b>\$67,045.14</b>	

**Courseware Solution** for Credit Recovery, College and Career Readiness, and STAAR/EOC preparation in the amount of \$88,496.00 to be paid for out of State Comp Ed. Funds.

#### ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the one year renewal subscriptions with Edmentum in the amount of \$44,056.00 for Elementary Study Island and Exact Path, \$67,045.14 for Secondary Study Island, and \$88,496.00 for Courseware for a total cost of \$199,597.14.

#### ACTION REQUIRED

Board Approval

#### CONTACT PERSONS

Christy Hanson, Ed.D.

07-23-18

# 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:  
2018-369519

Date Filed:  
06/18/2018

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Edmentum, Inc.  
Bloomington, MN 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.**  
Q-89189, Q-89696, Q95240  
Study Island, Exact Path, Edmentum Courseware

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 James Stewart, and my date of birth is 8/5/56.

My address is 5600 West 83rd Street, Suite 300 - 8200 Tower, Bloomington, MN, 55437, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Hennepin County, State of Minnesota, on the 18th day of June, 20 18.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity (Declarant)

Subject: Agreement between Healthy Schools Texas/CareDox and Tyler ISD

BACKGROUND INFORMATION

Healthy Schools Texas/CareDox is a program that will be visiting campuses and offering free vaccinations to children regardless of them being insured or not. CareDox offers this free In-School program to school districts in order to help reduce absenteeism of students in need of vaccines.

ADMINISTRATION CONSIDERATION

Healthy Schools Texas/CareDox and Tyler Independent School District will be in agreement for a year. CareDox will come out in the fall for flu shots and meningococcal shots and in the spring for dTap shots and also meningococcal shots. This is all at no charge to the district or the students and their parents.

ADMINISTRATION RECOMMENDATION

The administration recommends the board approve the agreement between Healthy Schools Texas/CareDox and Tyler Independent School District for the 2018-2019 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Rawly Sanchez  
Rachel Barber

07-23-18

Subject: District Evaluation Procedures and T-TESS Appraisers for the 2018-2019 School Year

### BACKGROUND INFORMATION

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

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

### ADMINISTRATIVE CONSIDERATION

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

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

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

### ADMINISTRATIVE RECOMMENDATION

The administration recommends the adoption of the District Evaluation Process and T-TESS Appraisers for the 2018-2019 school year.

### ACTION REQUIRED

Board Approval

### CONTACT PERSONS

Ronald Jones  
Laura Cano

07-23-18

# District Evaluation Procedures 2018-2019

## TEACHER APPRAISAL SYSTEM

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

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

## SELF-ASSESSMENT AND GOAL SETTING

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

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

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

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

## IMPLEMENTATION OF GOALS

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

## PRE-CONFERENCE

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

# District Evaluation Procedures 2018-2019

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

# District Evaluation Procedures 2018-2019

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

REVIEWED:

3 of 3





**Tyler ISD Human Resources Department**

**Texas Teacher Evaluation and Support System (T-TESS)**

**2018-2019 Evaluation Calendar**

**The Appraisal Calendar:**

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

Based on the 2018-2019 TISD School Calendar and the stipulations stated above, the following dates indicate the days that formal T-TESS observations **shall not be conducted, for testing restriction dates refer to the district assessment calendars.**

August/Sept	First three weeks of instruction	August 20, 2018---September 7, 2018
November	Thanksgiving Holiday	November 16, 2018 or November 26, 2018
Dec/Jan	Christmas Holiday	December 21, 2018 or January 7, 2019
January	Martin Luther King Day	January 18, 2019 or January 22, 2019
March	Spring Break	March 8, 2019 or March 18, 2019
April	Good Friday	April 18, 2019 or April 22, 2019
May	Memorial Day	May 24, 2019 or May 28, 2019

**Timeline:**

<b>Aug. 20, 2018 – Sept. 7, 2018</b>	Complete Orientation for new teachers and T-TESS Update for returning teachers.
<b>Aug. 20, 2018-Sept. 28, 2018</b>	All Goal Setting and Professional Development Plan conferences must be completed.
<b>Sept. 10, 2018 – May 3, 2019</b>	Formal observation process can begin for teachers that have received orientation or update and have completed the Goal-Setting and Professional Development Conference.
<b>May 3, 2019</b>	Last day to complete the entire appraisal process.
<b>May 6, 2019-May 24, 2019</b>	Last 15 days of instruction to be utilized for requested second appraisals ONLY.

**Timeline Restrictions:**

- Teachers will submit Goal Setting and Professional Development Plan to appraiser within six weeks from the day of completion of the orientation for feedback and final approval.
- All first year teachers and teachers new to the district will be evaluated during the first semester of employment; formal observation must take place no earlier than two weeks after T-TESS Orientation.
- All formal 45-minute observations must be scheduled at least 10 working days prior to the observation.
- Pre-conferences must be conducted within 10 working days of a scheduled formal observation.
- After the formal observation, a post-conference must take place within 10 working days.
- End-of-Year Conferences must be held at least 15 working days prior to the last day of instruction (**May 3, 2019**)

- A written summative annual appraisal report shall be shared with the teacher within 10 working days following the conclusion of the end-of-the-year conference but no later than 15 working days before the last day of instruction.
  
- All pre-conferences, formal observations and post-conferences for all teachers must be completed by May 3, 2019. **NO FORMAL OBSERVATIONS SHOULD TAKE PLACE AFTER MAY 3, 2019.** *The exception would be a teacher who requested a second observation within ten working days after the observation post conference, and was entitled to another observation by a different appraiser.*
- **Walkthroughs** may be conducted and cumulative data may be obtained on any day and at any time throughout the school year.
- Any documentation that would affect a teacher's score shall be shared with the teacher within 10 working days. A summative conference shall be conducted to advise the teacher of any change in the final observation score.



**2018-2019 T-Tess Calendar**  
**Elementary School**

**July 2018**

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**August 2018**

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**September 2018**

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**October 2018**

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**November 2018**

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**December 2018**

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**January 2019**

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**February 2019**

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**March 2019**

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**April 2019**

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**May 2019**

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**June 2019**

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- T-Tess Restricted Dates for Formal Observations
- Testing Restrictions See 2017-2018 Elementary School Assessment Calendar

**Aug 20 – Sept 28**

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

**Sept 10**

Observations can begin

**March 22**

Send formal observations impacting contract recommendations

**May 3**

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

**June 7**

Teacher Summative Annual Appraisal Reports Shall be finalized in Eduphoria STRIVE



**2018-2019 T-Tess Calendar**  
**Middle School**

**July 2018**

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**August 2018**

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**September 2018**

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**October 2018**

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**November 2018**

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**December 2018**

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**January 2019**

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**February 2019**

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**March 2019**

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**April 2019**

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**May 2019**

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**June 2019**

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- T-Tess Restricted Dates for Formal Observations
- Testing Restrictions See 2017-2018 Elementary School Assessment Calendar

**Aug 20 – Sept 28**

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

**Sept 10**

Observations can begin

**March 22**

Send formal observations impacting contract recommendations

**May 3**

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

**June 7**

Teacher Summative Annual Appraisal Reports shall be finalized in Eduphoria STRIVE



**2018-2019 T-Tess Calendar**

**High School**

- T-Tess Restricted Dates for Formal Observations
- Testing Restrictions  
See 2017-2018 Elementary School Assessment Calendar

**July 2018**

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**August 2018**

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**September 2018**

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**October 2018**

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**November 2018**

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**December 2018**

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**January 2019**

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**February 2019**

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**March 2019**

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**April 2019**

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**May 2019**

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**June 2019**

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**Aug 20 – Sept 28**

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

**Sept 10**

Observations can begin

**March 22**

Send formal observations impacting contract recommendations

**May 3**

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

**June 7**

Teacher Summative Annual Appraisal Reports shall be finalized in Eduphoria STRIVE



**Tyler ISD Human Resources Department**

Texas Teacher Evaluation and Support System (T-TESS)

2018-2019 Evaluation Calendar- **Wayne D. Boshears Center**

**The Appraisal Calendar:**

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

Based on the 2019-2019 Boshears Calendar and the stipulations stated above, the following dates indicate the days that formal T-TESS observations **shall not be conducted**. For testing restriction dates, refer to the district assessment calendars.

August/Sept	First three weeks of instruction	August 20, 2018---September 7, 2018
October	Fall Break	October 12, 2018 or October 29, 2018
November	Thanksgiving Holiday	November 16, 2018 or November 26, 2018
Dec/Jan	Christmas Holiday	December 21, 2018 or January 8, 2019
January	Martin Luther King Day	January 18, 2019 or January 22, 2019
March	Spring Break	March 1, 2019 or March 18, 2019
April	Good Friday	April 18, 2019 or April 22, 2019
May	May Break	May 17, 2019 or June 10
June/July	Summer Breaks	June 28, July 8, or July 18, 2019

**Timeline:**

- Aug. 28, 2018 – Sept. 7, 2018** Complete Orientation for new teachers and T-TESS Update for returning teachers.
- Aug. 20, 2018 - Sept 28, 2018** All Goal Setting and Professional Development Plan conferences must be completed.
- Sept. 18, 2018 – June 21, 2019** Formal observation process can begin for teachers that have received orientation or update and have completed the Goal-Setting and Professional Development Conference.
- June 21, 2019** Last day to complete the entire appraisal process.
- June 21, 2019-July 18, 2019** Last 15 days of instruction to be utilized for requested second appraisals ONLY.

**Timeline Restrictions:**

- Teachers will submit Goal Setting and Professional Development Plan to appraiser within six weeks from the day of completion of the orientation for feedback and final approval.
- All first year teachers and teachers new to the district will be evaluated during the first semester of employment; formal observation must take place no earlier than two weeks after T-TESS Orientation.
- All formal 45-minute observations must be scheduled at least 10 working days prior to the observation.
- Pre-conferences must be conducted within 10 working days of a scheduled formal observation.
- After the formal observation, a post-conference must take place within 10 working days.
- End-of-Year Conferences must be held at least 15 working days prior to the last day of instruction (**June 21, 2019**)

- A written summative annual appraisal report shall be shared with the teacher within 10 working days following the conclusion of the end-of-the-year conference but no later than 15 working days before the last day of instruction.
- All pre-conferences, formal observations and post-conferences for all teachers must be completed by June 21, 2019.

**NO FORMAL OBSERVATIONS SHOULD TAKE PLACE AFTER JUNE 21, 2019.** *The exception would be a teacher*

*who*

*requested a second observation within ten working days after the observation post conference, and was entitled to another observation by a different appraiser.*

- **Walkthroughs** may be conducted and cumulative data may be obtained on any day and at any time throughout the school year.
- Any documentation that would affect a teacher's score shall be shared with the teacher within 10 working days. A summative conference shall be conducted to advise the teacher of any change in the final observation score.



**Boshears T-TESS 2018 – 2019 Calendar**

**Restricted Dates for Observations**



Additional Dates for teachers who administer STAAR-Alt 2 - April 1-19

**Aug. 20-Sept. 28**

Teachers submit professional growth plan for feedback and approval; Goal setting conferences for new teachers.

**Sept. 10**

Begin Observations

**March 22**

Send formal observations impacting contract Recommendations.

**June 21**

End all formal observations unless employed after Jan. 8.

**June 21**

Teacher Summative Annual Appraisal Reports shall be finalized in Eduphoria STRIVE and final report given to teachers.

**August 2018**

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**September 2018**

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**October 2018**

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**November 2018**

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**December 2018**

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**January 2019**

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**February 2019**

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**March 2019**

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**April 2019**

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**May 2019**

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**June 2019**

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**July 2019**

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20	21	22	23	24	25	26
27	28	29	30	31		



## TYLER ISD APPROVED T-TESS APPRAISERS 2018-2019

Alvarez, Ricardo	Holmes, Vanessa	Phillips, Seaborn
Barberee, Sheri	Hortman, Amanda	Pineda, Stacy
Bitter, Jarrod	Howard-Veazy, Chanel	Platten, Sarah
Blake, Christopher	Jarnagin, Michelle	Rhodes, Mitch
Bosley, Shelly	Johnson, Tamara	Roach, Christy
Brown, Gary	Johnston, Tracy	Robertson, Kathy
Burns, Stephanie	Jones, Georgeanna	Rodriguez, Shannon
Cano, Laura	Jones, Ronald	Sanchez, Rawly
Cazares, Zack	King, Lora	Sartor, Aaron
Chapa, Cassandra	Ladd, Steven	Saul, Joanne
Clark, Crystal	Lane, Claude	Shelby, Brett
Crain, Natasha	Markle, Bobby	Sherman, Geoffrey
Crawford, Dan	Martinez-Arroyo, Susana	Shuler, Nicole
Currie, Josh	McCaslin, Bridget	Shumake, Julie
Davis, Julie	McElyea, Shelby	Simmons, Justin
Dickey, Craig	Mendez, Bryan	Skillern, Laura
Dunn, Eddie	Miles, Kathryn	Smiley, John Bailey
Dunn, Randi	Montgomery, Crystal	Taylor, Nick
Foreman, Shinnitta	Moody, Bethany	Thompson, Brittany
Frazier, Delsenna	Nabi, Gretchen	Walls, Kristen
George, Leslie	Naranjo, Guillermina	Ward, Johnita
Gill, Camilla	Nauls, Christopher	Wells, Laurie
Greathouse, Laurie	Newton, Cedric	Williams, John
Hanson, Christy	Ogden, Robert	Willis, Laura
Hill, Kim	Owens, Sandra	Young, Steven
Hinton, Tara	Palmquist, Kerry	
Hittle, Shauna	Parker, Brooke	

07-23-18

Subject: Process to Address Potential Name Change of a School

For consideration as submitted by Rev. Fritz Hager:

1. Should the renaming of a school(s) even be an issue the board should address or bring to a vote? Why?
2. If the board moves forward, what type of process would each board member advocate?
  - A. A board-focused process? The board adjusts policy to clarify purpose of names, types of names permitted, and restriction on when or why a name should be changed. Then develops a list of names that meet the new criteria, gets input, finalizes a couple and then chooses.
  - B. A sub-committee of the board could be formed to make a recommendation to the full board? The sub-committee would still be bound by Open Meeting restrictions
  - C. A community-focused process, similar to the strategic plan, where roundtables are formed to discuss a series of issues related to the name change. Roundtables are facilitated and comprised of balanced groups
  - D. Are you in favor of a fast process or a slow process? Try to do something this summer? Or continue working into the school year?
  - E. Are there other approaches you think should be considered?

ACTION REQUIRED

Discussion only

CONTACT PERSON

Marty Crawford, Ed. D.

07-23-18