



AGENDA

for the

Regular Meeting

of the

Board of Trustees

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

February 20, 2017

**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, February 20, 2017, 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**

February 20, 2017

**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
 - a. Consider approval to hire realtor for New Copeland Road Property
 - b. Consider offer for the Sale of Old Griffin Elementary School
 - C. Texas Government Code Section 551.074
For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.
 - I. Consider hiring and accepting resignations/retirements of professional personnel.
 - II. Consider renewals, non-renewals and terminations of contracts for professional personnel. (To deliberate the appointment, employment, evaluation, reassignment, duties, and contracts of employees.)
 - III. Consider parental complaint under Texas Education Code Chapter 26 and District

Policy FNG	
IV. Superintendent's Goals and Evaluation	
D. Texas Government Code Section 551.076	
I. Considering the deployment, specific occasions for, or implementation of, security personnel or devices.	
IV. Reconvene from Executive Session	
V. 7:00 p.m. Prayer and Pledge of Allegiance - Rev. Hager	
VI. Consider action on items discussed in Executive Session	
A. Consider board approval of hiring, accepting resignations/retirements of professional personnel.	6
B. Consider renewals, non-renewals and terminations of contracts for professional personnel.	
C. Consider offer for the Sale of Old Griffin Elementary School	
D. Consider approval to Hire Realtor for New Copeland Road Property	
E. Consider parental complaint under Texas Education Code Chapter 26 and District Policy FNG	
F. Consider approval of Superintendent's Goals and Evaluation	
VII. Approval of Minutes	
A. Approve Minutes of Regular Meeting - January 23, 2017	7
VIII. Continuous Improvement/Student Outcomes	
A. Consider approval of Local Policy AE and Exhibit	11
B. Goal 1.2 - Measures of Academic Progress (MAP) Data	19
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A. Consider approval of 2016-2017 Amended Budget	22
B. Consider approval of Gifts and Donations	26
C. Consider approval of Budget Timeline for 2017-2018	27
D. Consider approval of Construction Management-at-Risk Delivery Method for Possible 2017 Bond Program	29
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A. Consider approval of District Calendar for 2017-2018 School Year	30
B. Consider approval of Wayne D. Boshears Center Calendar for 2017-2018 School Year	32
C. Consider approval of District of Innovation and District of Innovation Advisory Committee	34
D. Consider approval of Memorandum of Understanding with Tyler Junior College for Early College High School Program	36
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A. Facilities Rental and Usage Update	50
B. E-Rate Program Funds Approved	51
XIV. Future Business	

A. March 9, 2017 - Board Workshop

B. March 27, 2017 - Regular Meeting

XV. Adjournment

Subject: Personnel Actions

BACKGROUND INFORMATION

Personnel actions are as indicated.

ADMINISTRATIVE CONSIDERATIONS

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.

ADMINISTRATIVE RECOMMENDATION

The confirmation of personnel actions as indicated.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Sharon Roy

02-20-17

MINUTES OF REGULAR MEETING

The Board of Trustees of the Tyler Independent School District met in regular session on Monday, January 23, 2017, at the Jim Plyler Instructional Complex. The president called the meeting to order at 6:00 p.m., announced the presence of a quorum and the meeting had been posted in the time and manner required.

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

Administrators present were Dr. Marty Crawford, superintendent; Tosha Bjork, Gary Brown, Jan Coker, Dr. Leslie George, Dr. Christy Hanson, Shauna Hittle, Ronald Jones, Tim Loper, Johnita Martin, John Orbaugh, Dawn Parnell, Sharon Roy, Mary Russell, and Rawly Sanchez. John C. and John M. Hardy, school attorneys, were present.

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

Trustees reconvened in open session at 7:03 p.m.

Dr. Nation offered prayer and led the Pledge of Allegiance.

Regarding items from executive session, Rev. Mason made a motion to accept the resignation of Ken Vaughn, executive director of student services, as listed in Personnel Item I. The motion was seconded by Mrs. Washington and passed by a vote of 7-0.

Mrs. Washington made a motion to accept the retirement of George Faber, director of fine arts, as listed in Personnel Item I. The motion was seconded by Mr. Washmon and passed by a vote of 7-0.

Dr. Nation made a motion to accept the retirement of Denese Johnson, director of instructional alternative programs, as listed in Personnel Item I. The motion was seconded by Rev. Mason and passed by a vote of 7-0.

The Board recognized the efforts of the two District students of the month for January. Kevin Crawford, a fourth grade student at Ramey Elementary School, is the Elementary Student of the Month and the Secondary Student of the Month is Lizbeth Velez Yanez, a eighth grade student at Boulter Middle School. Congratulations to these students for their hard work and dedication.

The board congratulated Barbara Eubanks, a first grade teacher at Griffin Elementary School for being January's Teacher of the Month.

January is School Board Recognition Month. Vanessa Holmes, principal, and Leanne Lewis, teacher, expressed their appreciation to the board members for their leadership and service. Dr. Crawford thanked the board on behalf of the district for their hard work and commitment to the children of this community.

Rev. Mason made a motion to approve the minutes of the regular meeting on December 12, 2016, the board workshop meeting on December 15, 2016 and the special meeting on December 19, 2016. The motion was seconded by Rev. Hager and passed by a vote of 7-0.

Dr. Crawford stated the district's financial statements for 2015-2016 were audited by Prothro, Wilhelmi & Company, PLLC. He then invited Bob Roseman and Ramsey Starks to review their report with the board. Mr. Roseman said they continue to be impressed with the management and reporting of the district's finances. He stated the reports reflect no audit findings. Mr. Starks stated that he audited the Title I Part A and Career and Technology Grant and there were no audit findings. He said there were good internal controls. They praised the district and the financial services department. They then addressed questions from the board.

Dr. Nation made a motion to approve the annual audit for 2015-2016 fiscal year. The motion was seconded by Mr. Washmon and passed by a vote of 7-0.

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

Regarding Continuous Improvement/Student Outcomes, Dr. Christy Hanson and Johnita Martin, reviewed the Benchmark I Data for the elementary schools, middle schools and high schools. Dr. Hanson stated that data meetings are being conducted by department, grade level and staff. Priority standards based on campus data are being set and interventions by student are being conducted to meet learning targets. They also discussed afterschool tutorials and Saturday School for advanced students to assist them in reaching the next level. They then answered questions from the board.

Johnita Martin reviewed the new state A-F accountability system that the Texas Education Agency will begin implementing. She discussed the five domains which are Domain I – Student Achievement; Domain II – Student Progress; Domain III – Closing Performance Gaps; Domain IV – Post Secondary Readiness; and Domain V – Community and Student Engagement. She explained the proposed domain calculations for the A-F ratings and then answered questions from the board.

Dr. Crawford reviewed the Lone Star Governance and the progress with the vision and goals. He then discussed the quarterly board progress tracker and asked the

board to complete the chart individually so that it can be compiled. The board will look to continue work on the goals and constraints at the upcoming board workshop.

Regarding the Business/Legal/Finance/Consent agenda, the board pulled the consideration of gifts and donations for individual consideration.

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

- Approval of 2016-2017 Amended Budget;
- Approval of Resolution for Sale of Property for Delinquent Taxes;
- Approval of Quote from Presidio Network Solutions Group, LLC for Annual Maintenance for Network Firewall in the amount of \$32,056.93;
- Approval of Quote from Sigma Technology Solutions for Storage Array Annual Hardware and Software Maintenance in the amount of \$27,134.15;
- Approval of five-year contract with Tyler Coca-Cola Bottling Company as the District Soft Drink Vendor.

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

Dr. Crawford stated the district has received a donation in the amount of \$6,800.00 from the Robert E. Lee Dugout Club. Rev. Hager made a motion to approve the donation. The motion was seconded by Mrs. Washington and passed by a vote of 7-0.

Dr. Nation made a motion to accept the donation in the amount of \$23,745.00 from the Tyler ISD Foundation for Grants for Great Ideas to various Tyler ISD campuses. The motion was seconded by Rev. Mason and passed by a vote of 7-0. Dr. Crawford thanked both of these groups for their partnership and continued support.

Regarding Curriculum/Instruction Consent agenda, the board reviewed each item individually.

Dr. Crawford stated that the continued goal of the district is to maintain a 22:1 class size limit; however, despite best effort there are a few classes that do exceed the 22:1 class size. Rev. Mason made a motion to approve the request for class size waivers as allowed by the Texas Education Agency. The motion was seconded by Mr. Washmon and passed by a vote of 7-0.

Dr. Crawford stated that H.B. 1842 in part amended Chapter 12 of the Texas Education Code to create Districts of Innovations. Districts are eligible for designation if certain performance requirements are met and the district follows certain procedures for adoption as outlined in the statute. The designation provides the district will be exempt from certain sections of the TEC that inhibit the goals of

the district as outlined in the locally adopted Innovation Plan. He reviewed the process and possible timeline.

Dr. Nation made a motion to approve the Board Resolution for District of Innovation. Rev. Mason seconded the motion and passed by a vote of 7-0.

Dr. Crawford stated that Cenikor Foundation is licensed by the Department of State Health Services and provides treatment and education to students whose lives have been impacted by substance abuse at no cost to the district. Rev. Mason made a motion to approve the agreement with Cenikor Foundation for Drug and Alcohol Counseling for students at DAEP. The motion was seconded by Dr. Nation and passed by a vote of 7-0.

Regarding Superintendent's/Staff reports, Dr. Crawford stated that the Quarterly Financial Executive Summary and Quarterly Investment Summary have been provided in the agenda. Mrs. Bjork addressed questions from the board.

Dr. Crawford reviewed the draft of the 2017-2018 School Calendar. He stated that the draft calendar is being presented for a first reading and will be posted on the website to allow for employee and public comment. The comments received will be reviewed and the calendar will be brought back for approval by the board at the February meeting.

Regarding future business, Dr. Crawford reminded the board about the upcoming meetings and that the district is currently taking applications for School Board Trustee for Single Member Districts 2 and 4.

The meeting adjourned at 9:00 p.m. following a motion by Mr. Martinez, seconded by Mr. Washmon and a vote of 7-0.

APPROVED:_____

/s/ Gina Orr
Gina Orr, Secretary

/s/ J.A. Bergfeld
J.A. Bergfeld, Board President

Subject: Local Policy AE and Exhibit

BACKGROUND INFORMATION

In November 2016, the board, superintendent and administrative team attended the Lone Star Governance Training lead by the Texas Education Agency. The intention of Lone Star Governance is to provide a continuous improvement model for governing teams (Boards in collaboration with their Superintendents) that choose to intensively focus on one primary objective: Improving Student Outcomes.

Lone Star Governance accomplished this intense focus through tailored execution of the five points of the Texas Framework for School Board Development: Vision, Accountability, Structure, Unity, and Advocacy.

ADMINISTRATIVE CONSIDERATION

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

AE(LOCAL): Educational Philosophy
and Exhibit **Replace policy**

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the board adopt this policy and exhibit as it prepares to incorporate this policy and exhibit into the district's Localized Policy Manual.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed.D.

02-20-17

PROPOSED REVISIONS 02/01/17

VISION STATEMENT	We focus on successful student outcomes.
CORE BELIEFS	<p>The Tyler ISD Board of Trustees believes:</p> <ul style="list-style-type: none">• All children can learn. It is the District's responsibility to ensure each student will reach his or her highest academic potential, graduate high school prepared for higher education and/or workforce in the global market while closing the achievement gap.• All students deserve a safe and healthy learning environment. It is the District's responsibility to provide a safe, healthy learning environment designed to attract, engage and retain the students' attention.• Quality teachers and staff are the key to academic excellence. It is the District's responsibility to establish academic excellence by hiring, training and retaining quality teachers and staff.• Schools and communities have an enormous impact on students' lives. It is the District's responsibility to collaborate with the community to achieve and sustain excellence in the education of District students.• Effective and responsible utilization of the community's resources is fundamental in educating children. It is the District's responsibility to allocate District resources to meet the needs of all students while maintaining the highest level of fiscal responsibility, efficacy and integrity.
BOARD REPORTING	In order to efficiently ensure continuous improvement and maintain and measure the District mission, vision, and core values, the Board shall monitor these important principles through a systematic reporting system.
ACADEMIC PROGRAM AND PERFORMANCE REPORTS	<p>The Board shall approve annually academic performance indicator goals and objectives. The District administration shall present to the Board a summary of the performance indicators annually.</p> <p>The Board shall establish a monitoring and academic program evaluation of all instructional subject areas. The administration shall present to the Board a plan of action for all curriculum subject</p>

EDUCATIONAL PHILOSOPHY

AE
(LOCAL)

areas for improvement at a time and frequency as the Board requires. The schedule shall be approved by the Board.

The District shall conduct curriculum assessment testing periodically prior to state-mandated testing to check for student progress and identify student needs for intervention. Progress shall be reported to the Board. The data shall be disaggregated and used at the campus level for student academic improvement.

OPERATIONS
PROGRAM REVIEW
AND REPORTS

The District administration or independent contractor shall conduct program reviews using operations performance measures for all noninstructional District operation departments and shall report the results to the Board periodically.

STUDENT
PERFORMANCE AND
LEARNING
EXPECTATIONS

The Board shall review the student performance and learning expectations periodically for campus implementation. The results of the plan shall be reported to the Board annually through the performance indicator goals and objectives.

REWARDS FOR
SUCCESS

The District administration shall develop for Board approval a campus employee compensation and incentive plan for academic excellence. The plan shall be revised and approved periodically at the Board's discretion. [See DEA]

PROPOSED REVISIONS 02/16/17

The exhibits on the following pages detail the District's goals and objectives.

Exhibit A: Lone Star Governance Goals — 3 pages

Exhibit B: Public Education Mission, Goals, And Objectives — 1 page

EXHIBIT A

LONE STAR GOVERNANCE GOALS

Goal 1 — Early Literacy

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

- Baseline (Spring 2016) – 39%
- Year 1 Target (Spring 2017) – 49%
- Year 2 Target (Spring 2018) – 59%
- Year 3 Target (Spring 2019) – 69%
- Year 4 Target (Spring 2020) – 79%
- Year 5 Target (Spring 2021) – 85%

Progress Measure 1: Percentage of students who meet the standard on the 3rd Grade state assessment will increase from 64% in 2016 to 85% in 2018.

- Baseline (Spring 2016) – 64%
- Year 1 Target (Spring 2017) – 68%
- Year 2 Target (Spring 2018) – 73%
- Year 3 Target (Spring 2019) – 77%
- Year 4 Target (Spring 2020) – 81%
- Year 5 Target (Spring 2021) – 85%

Progress Measure 2: Percentage of students who have on grade level Rasch Unit Scale scores in Reading in all grade levels Kindergarten through 3rd Grade according to the Northwest Evaluation Association Measures of Academic Progress data will increase from 34% in spring of 2016 to 85% in the spring of 2018.

- Baseline (Spring 2016) – 34%
- Year 1 Target (Spring 2017) – 45%
- Year 2 Target (Spring 2018) – 56%
- Year 3 Target (Spring 2019) – 67%
- Year 4 Target (Spring 2020) – 78%
- Year 5 Target (Spring 2021) – 85%

Goal 2 — College Readiness 60x30

The percentage of graduates who are considered College and Career Ready will increase by an average of at least 4% annually over the next five years (from 55.8% in the spring of 2016 to 75.8% in the spring of 2021).

- Baseline (Spring 2016) – 55.8%
- Year 1 Target (Spring 2017) – 59.8%
- Year 2 Target (Spring 2018) – 63.8%
- Year 3 Target (Spring 2019) – 67.8%
- Year 4 Target (Spring 2020) – 71.8%
- Year 5 Target (Spring 2021) – 75.8%

Progress Measure 1: The percentage of TISD students taking AP exams who score 3 or higher will increase by an average of at least 2% annually over the next five years (from 44.5% in the spring of 2016 to 54.5 % in the spring of 2021).

- Baseline (Spring 2016) - 44.5%
- Year 1 Target (Spring 2017) – 46.5%
- Year 2 Target (Spring 2018) – 48.5%
- Year 3 Target (Spring 2019) – 50.5%
- Year 4 Target (Spring 2020) – 52.5%
- Year 5 Target (Spring 2021) – 54.5%

Progress Measure 2: The percentage of TISD students completing two or more advanced/dual credit courses will increase by an average of at least 3% annually over the next five years (from 38.8% in spring of 2016 to 53.8% in the spring of 2021).

- Baseline (Spring 2016) – 38.8%
- Year 1 Target (Spring 2017) – 41.8%
- Year 2 Target (Spring 2018) – 44.8%
- Year 3 Target (Spring 2019) – 47.8%
- Year 4 Target (Spring 2020) – 50.8%
- Year 5 Target (Spring 2021) – 53.8%

Goal 3 — Career Technology Education 60x30

The percentage of graduates completing a CTE coherent sequence of courses will increase by an average of at least 8.5% annually over the next five years (from 29.4% in the spring of 2016 to 71.9% in the spring of 2021).

EDUCATIONAL PHILOSOPHY

AE
(EXHIBIT)

- Baseline (Spring 2016) – 29.4%
- Year 1 Target (Spring 2017) – 37.9%
- Year 2 Target (Spring 2018) – 46.4%
- Year 3 Target (Spring 2019) – 54.9%
- Year 4 Target (Spring 2020) – 63.4%
- Year 5 Target (Spring 2021) – 71.9%

Progress Measure 1: The total number of District high school students earning an industry-recognized CTE certification will increase by an average of at least 20% annually over the next five years (from 26 in the spring of 2016 to 64 in the spring of 2021).

- Baseline (Spring 2016) – 26
- Year 1 Target (Spring 2017) – 31
- Year 2 Target (Spring 2018) – 37
- Year 3 Target (Spring 2019) – 44
- Year 4 Target (Spring 2020) – 53
- Year 5 Target (Spring 2021) – 64

Adopted: _____

EDUCATIONAL PHILOSOPHY

AE
(EXHIBIT)

EXHIBIT B

PUBLIC EDUCATION MISSION, GOALS, AND OBJECTIVES

The mission of the Texas public education system is to ensure that all Texas children have access to a quality education that enables them to achieve their full potential and fully participate now and in the future in the social, economic, and educational opportunities in our state and nation. That mission is grounded on the conviction that a general diffusion of knowledge is essential for the welfare of Texas and for the preservation of the liberties and rights of Texas citizens. It is further grounded on the conviction that a successful public education system is directly related to a strong, dedicated, and supportive family and that parental involvement in the school is essential for the maximum educational achievement of a child. The objectives of public education are:

OBJECTIVE 1: Parents will be full partners with educators in the education of their children.

OBJECTIVE 2: Students will be encouraged and challenged to meet their full educational potential.

OBJECTIVE 3: Through enhanced dropout prevention efforts, all students will remain in school until they obtain a diploma.

OBJECTIVE 4: A well-balanced and appropriate curriculum will be provided to all students.

OBJECTIVE 5: Educators will prepare students to be thoughtful, active citizens who have an appreciation for the basic values of our state and national heritage and who can understand and productively function in a free enterprise society.

OBJECTIVE 6: Qualified and highly effective personnel will be recruited, developed, and retained.

OBJECTIVE 7: Texas students will demonstrate exemplary performance in comparison to national and international standards.

OBJECTIVE 8: School campuses will maintain a safe and disciplined environment conducive to student learning.

OBJECTIVE 9: Educators will keep abreast of the development of creative and innovative techniques in instruction and administration using those techniques as appropriate to improve student learning.

OBJECTIVE 10: Technology will be implemented and used to increase the effectiveness of student learning, instructional management, staff development, and administration.

The academic goals of public education are to serve as a foundation for a well-balanced and appropriate education. The students in the public education system will demonstrate exemplary performance in:

GOAL 1: The reading and writing of the English language.

GOAL 2: The understanding of mathematics.

GOAL 3: The understanding of science.

GOAL 4: The understanding of social studies.

Education Code 4.001, 4.002

Subject: Measure of Academic Progress (MAP) Middle of the Year Results

BACKGROUND INFORMATION

The MAP assessment is administered to students K – 10th grade in Reading and Mathematics three (3) times per year. Students take an online assessment at the beginning of the year (BOY), in the middle of the year (MOY) and at the end of the year (EOY). At the beginning of the year, each student is expected to make one academic year's worth of growth.

ADMINISTRATIVE CONSIDERATION

Once the MAP data is available district administrators, Principals and teachers can take advantage of the information MAP offers. District administrators use the MAP data to evaluate programs, predict outcomes on accountability tests, allocate resources and plan professional development programs. Campus principals use the data to identify trends for students and grades within their schools, create flexible learning groups, and target campus professional development efforts. Teachers use the MAP data to understand a student's instructional readiness, plan personalized instruction, set goals with students, and communicate with parents about student progress. The MAP data allows teachers to adjust instruction and re-group students frequently, based on learning continuum of grade level standards.

ACTION REQUIRED

Discussion only

CONTACT PERSON

Christy L. Hanson, Ed.D.

02-20-17

Subject: Career Technology Education (CTE) Industry Certification

BACKGROUND INFORMATION

One of the primary indicators for postsecondary readiness in the new STAAR A-F accountability systems for Domain IV is students earning nationally recognized industry certifications in designated areas. The following six criteria are used to determine postsecondary readiness for high school students:

1. Complete a CTE-Coherent sequence of courses
2. **Earn an industry (nationally recognized) certification**
3. Perform at or above criterion score on one or more AP/IB examinations
4. Complete 12 hours, or more, of earned postsecondary credit
5. Achieve TSI benchmark score on the TSIA, SAT, or ACT
6. Enlist in the U.S. armed forces

There are currently 67 certifications that have been designated to meet this criterion. The Texas Education Agency is taking input from teachers, administrators, and citizens through March 15, 2017, to determine which, if any, certifications will be added to this list of nationally recognized industry certifications for state accountability purposes.

ADMINISTRATIVE CONSIDERATION

Goal 3 – Career Technology Education 60x30:

The percentage of graduates completing a CTE coherent sequence of courses will increase by an average of at least 8.5% annually over the next five years.

Progress Measure 3.1: The total number of District high school students earning an industry-recognized CTE certification will increase by an average of at least 20% annually, over the next five years.

The board will receive information relative to the total number of high school students on track to earn an industry-recognized CTE certification.

ACTION REQUIRED

Discussion only

CONTACT PERSONS

Gary Brown
Ronald K. Jones

02-20-17

Subject: Special Recognitions

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

STUDENT

Tyler ISD would like to recognize the efforts of our two District students of the month for February. We would like to recognize **Aahana Kumar**, a second grade student at **Jack Elementary School** as our Elementary Student of the Month. Our Secondary Student of the Month is **Amaya Fields**, a twelfth grade student at **John Tyler High School**. Congratulations to these students for their hard work and dedication!

Congratulations to **Rice Elementary School** kindergartener **Serenity Carpenter** and second-grader **Carmen Bravo** for participating in the 2016 NED "How Are You a Leader?" International Poster Contest. Both girls claimed first place in their age divisions, competing among 2,000 entries from 21 states and four countries.

Tyler ISD is proud to recognize **Bryson Smith**, a senior at **John Tyler High School** for his athletic achievements in being named the American State Bank Player of the Year for two consecutive years; 2016 All East Texas MVP; 11 6A District MVP for 2016-2017.

STAFF

Congratulations to **Khellan Paul**, a sixth grade math teacher at **Dogan Middle School** for being February's Teacher of the Month.

02-20-17

Subject: 2016-2017 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 2016-2017 budget for the general fund has been prepared, and a copy is included in the agenda.

ADMINISTRATIVE RECOMMENDATION

That the Board approves the 2016-2017 amended budget for the general fund as presented in the agenda.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

02-20-17

**TYLER INDEPENDENT SCHOOL DISTRICT
GENERAL OPERATING FUND
AMENDED REVENUE BUDGET
2016-2017**

	CURRENT BUDGET	AMENDED BUDGET
Taxes		
Current Year Levy	\$ 82,966,076.00	\$ 82,966,076.00
Prior Year Collections	1,175,000.00	1,175,000.00
Penalties and Interest	1,000,000.00	1,000,000.00
Total Taxes	<u>85,141,076.00</u>	<u>85,141,076.00</u>
Services Rendered to Other School Districts	5,000.00	5,000.00
Tuition and fees	108,000.00	108,000.00
Earnings from Temporary Investments	300,000.00	300,000.00
Rent	170,000.00	170,000.00
Miscellaneous Local Revenue	55,000.00	55,000.00
Athletic Activity	240,000.00	240,000.00
Other Enterprising Activities	7,000.00	7,000.00
Miscellaneous Revenue-Intermediate	2,000.00	2,000.00
Total Local Revenue	<u>86,028,076.00</u>	<u>86,028,076.00</u>
Foundation and Per Capita Apportionment	48,759,504.00	48,759,504.00
TRS On-behalf Benefits	6,600,000.00	6,600,000.00
Total State Revenue	<u>55,359,504.00</u>	<u>55,359,504.00</u>
Federal Revenue	3,155,000.00	3,301,151.08
Transfers from Other Funds	460,000.00	460,000.00
TOTAL REVENUE	<u><u>\$ 145,002,580.00</u></u>	<u><u>\$ 145,148,731.08</u></u>

**TYLER INDEPENDENT SCHOOL DISTRICT
GENERAL OPERATING FUND
AMENDED EXPENDITURE BUDGET
2016-2017**

	<u>ORIGINAL BUDGET</u>	<u>CURRENT BUDGET</u>	<u>AMENDED BUDGET</u>	<u>CHANGE ORIGINAL BUDGET</u>	<u>CHANGE CURRENT BUDGET</u>
Total Function 11 - Instruction	<u>\$ 85,704,206.58</u>	<u>\$ 84,316,910.82</u>	<u>\$ 84,517,052.29</u>	<u>\$ (1,187,154.29)</u>	<u>\$ 200,141.47</u>
Total Function 12 - Instructional Resources and Media Services	2,760,180.04	2,762,469.99	2,756,674.49	(3,505.55)	(5,795.50)
Total Function 13 - Curriculum and Instructional Staff Development	3,207,803.52	3,297,276.10	3,285,375.72	77,572.20	(11,900.38)
Total Function 21 - Instructional Development	2,935,420.92	2,921,710.05	2,923,233.51	(12,187.41)	1,523.46
Total Function 23 - School Administration	9,531,437.74	9,755,799.82	9,758,658.71	227,220.97	2,858.89
Total Function 31 - Guidance, Counseling & Evaluation Services	4,542,765.32	4,475,310.89	4,469,729.89	(73,035.43)	(5,581.00)
Total Function 32 - Social Work Services	329,459.94	329,964.53	329,965.83	505.89	1.30
Total Function 33 - Health Services	1,928,842.88	1,930,063.15	1,930,461.85	1,618.97	398.70
Total Function 34 - Student (Pupil Transportation)	3,595,419.28	4,457,805.98	4,448,653.44	853,234.16	(9,152.54)
Total Function 36 - Cocurricular/ Extracurricular Activities	3,929,321.44	4,062,114.12	4,070,249.61	140,928.17	8,135.49
Total Function 41 - General Administration	3,958,330.58	3,964,324.37	3,965,942.58	7,612.00	1,618.21
Total Function 51 - Plant Maintenance and Operations	13,580,804.51	13,787,720.15	13,792,886.10	212,081.59	5,165.95
Total Function 52 - Security and Monitoring Services	2,101,282.74	2,189,509.94	2,200,477.01	99,194.27	10,967.07
Total Function 53 - Data Processing Services	2,352,138.50	2,358,770.96	2,324,037.08	(28,101.42)	(34,733.88)
Total Function 61 - Community Service	67,389.32	63,104.80	97,838.80	30,449.48	34,734.00
Total Function 71 - Principal Repayment	158,000.00	158,000.00	158,000.00		
Total Function 81 - Facilities Acquisition and Construction	17,642.69	487,948.05	489,273.05	471,630.36	1,325.00
Total Function 93 - Shared Svc Arrangement	424,000.00	424,000.00	424,000.00		
Total Function 99 - Intergovernmental Charges	1,670,750.00	1,670,750.00	1,670,750.00		
Transfer to Preventive Maintenance Account	2,207,384.00	2,207,384.00	2,207,384.00		
TOTAL EXPENDITURES-GENERAL OPERATING FUND	<u>\$ 145,002,580.00</u>	<u>\$145,620,937.72</u>	<u>\$145,820,643.96</u>	<u>\$ 818,063.96</u>	<u>\$ 199,706.24</u>

Tyler Independent School District
General Operating Fund
Amended Expenditure Budget
Summary of Significant Changes from Original and Current Budgets
2016-2017

Changes to Budget:	Original	Current
Rollover of Prior Year Encumbrances		618,357.72
E rate project approved in prior year		199,706.24
	<u>0.00</u>	<u>818,063.96</u>

Subject: Gifts and Donations

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATION

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

<u>Amount</u>	<u>Source</u>	<u>Recipient</u>
\$5,000.00	The Bookworm Box	Caldwell Elementary Arts Academy for books
\$9,755.98	Three Lakes Middle School PTA	Three Lakes Middle School for technology purchase

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board accept the donations.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Marty Crawford, Ed. D.

02-20-17

Subject: Approval of the 2017-2018 Budget Timeline

BACKGROUND INFORMATION

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

ADMINISTRATIVE RECOMMENDATION

That the Board approves the 2017-2018 Budget Timeline as presented in the agenda.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

02-20-17

**Tyler Independent School District
2017-2018 Budget Timeline**

January 2017	Analyze PEIMS data collected and enrollment targets (FS, SC) Staffing models analyzed for current year (campus FTEs) (FS, SC) PEIMS enrollment counts reviewed and preliminary enrollment projections forecasted (FS,SC)
February 2017	Budget calendar presented to Board of Trustees for approval (FS, B) Staffing models for 2017-18 developed (FS, SC) Enrollment projections and staffing allocations reviewed with campuses (FS, HR)
March 2017	Department staffing plan review (operations performance measures) (SC)
April 2017	Non payroll budget spreadsheets provided to campuses and departments (FS) Staffing plan due from campuses (job specific)
May 2017	Board of Trustees update - workshop Staffing Plan presented to Board Campuses complete non payroll budget and return to supervisor after CPOC review Departments complete non payroll budget and return to financial services Board of Trustees update on budget elements (FS, HR)
June 2017	Board of Trustees update/workshop Budget assumptions (FS) Salary report and recommendations (FS, HR)
July 2017	Board of Trustees update/workshop Budget allocations (FS) Update on any budget reductions or increases (FS) Update on salary budget (FS, HR)
August 2017	Finalize budget data and format (FS, B) Final Board of Trustees budget workshop Revenue and appropriations estimates-General Fund (FS) Food & Nutrition services budget (FS) Debt Service fund budget (FS) Public hearing and adoption of budget and tax rate (B)

FS-Financial Services

B-Board

HR-Human Resources

SC - Superintendent Cabinet

Subject: Consider Approval of Construction Management-at-Risk Delivery Method for Possible 2017 Bond Program

BACKGROUND INFORMATION

The Texas Education Code 2269 authorizes school districts to utilize several different methods for procurement of construction contracts. The delivery methods available to school districts are as follows:

- Competitive bidding
- Competitive sealed proposals
- Construction management, agency
- Construction management-at-risk
- Design/build
- Job order contracting

ADMINISTRATIVE CONSIDERATION

The administration compared the delivery methods above and determined was the Construction Management-at-Risk method to be in the best interest of the district. This method has proven historically successful for other comparable school projects already completed within Tyler ISD.

ADMINISTRATIVE RECOMMENDATION

The Administration recommends that the Board approve the Construction Management-at-Risk delivery method for the construction of all projects related to the possible 2017 bond program.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tosha Bjork
Tim Loper

02-20-17

Subject: District Calendar for the 2017-2018 School Year

BACKGROUND INFORMATION

The Tyler Independent School District annually adopts the calendar for the following school year. The 2017-2018 calendar is consistent with all requirements set forth by the Texas Education Agency and is designed to satisfy the instructional minutes requirements of House Bill 2610. The calendar satisfies the Texas Education Agency testing calendar requirements for STAAR/EOC and TAKS testing dates. Per HB 2610, bad weather days are not reflected for students because the required number of instructional minutes has been met to allow the district to bank bad weather days.

ADMINISTRATIVE CONSIDERATION

In cooperation with community members, parents, and staff representatives on the District Planning Committee (DPC), the district recommends the proposed school calendar. The focus of the calendar continues to be what is best instructionally for student learning with community and staff considerations included. This includes the decision to have spring break the week following initial state testing to eliminate a week of instruction followed by a week of vacation.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board of Trustees adopt the 2017-2018 District Calendar as presented.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Ronald K. Jones

02-20-17

July 2017

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
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30	31					

August 2017

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September 2017

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October 2017

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November 2017

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December 2017

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January 2018

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February 2018

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March 2018

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April 2018

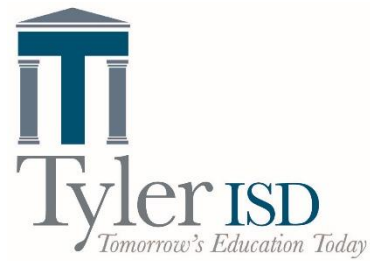
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May 2018

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June 2018

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24	25	26	27	28	29	30



2017- 2018 Calendar

Teachers Report
August 16, 2017

First Day of School for Students
August 28, 2017

Last Day of School for Students
June 1, 2018

Administrative Offices Closed
July 3 – July 7, 2017



Professional Development Days
August 16-18
August 21-25 (Combination of PD and Prep.Days)
October 9



Teacher Work/Clerical Days
August days TBD
June 4-5, 2018



Holidays
Labor Day – September 4
Thanksgiving – November 20-24
Christmas Break – Dec. 21–Jan. 2
Martin Luther King Jr. Day – Jan. 15
Spring Break – March 12-16, 2018
Good Friday – March 30, 2018
Memorial Day – May 28, 2018



Bad Weather Make Up Days
June 6, 2018 (Staff Only)
June 7, 2018 (Staff Only)



State Assessment Dates
(Incl. Exit Level)



Graduation
Friday, June 1, 2018
Saturday, June 2, 2018

Subject: Calendar for the Wayne D. Boshears Center for the 2017-2018 School Year

BACKGROUND INFORMATION

In order to provide consistent instruction for the special education students at the Wayne D. Boshears Center for Exceptional Programs, the calendar provides short breaks throughout the year rather than one extended break. This type of calendar allows for better service to our students as well as complying with state guidelines.

ADMINISTRATIVE CONSIDERATION

Enclosed is a copy of the calendar being proposed for the 2017-2018 school year for Wayne D. Boshears Center for Exceptional Programs. Our calendar meets all state criteria for students' commensurate day.

ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board approve the proposed calendar for Wayne D. Boshears Center for 2017-2018.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Denese Johnson
Ronald K. Jones

02-20-17

August 2017

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27	28	29	30	31		

September 2017

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October 2017

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November 2017

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December 2017

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24	25	26	27	28	29	30
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January 2018

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21	22	23	24	25	26	27
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February 2018

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 2018

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2018

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15	16	17	18	19	20	21
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29	30					

May 2018

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6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30	31		

June 2018

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24	25	26	27	28	29	30

July 2018

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



Boshears 2017 – 2018 Calendar

Total Instructional

176 Days

Six Weeks 1: Aug. 28 – Oct. 6	29 days
Six Weeks 2: Oct. 17 – Dec. 1	29 days
Six Weeks 3: Dec. 4 – Feb. 2	32 days
Six Weeks 4: Feb. 5 – Mar. 29	28 days
Six Weeks 5: Apr. 2 – May 11	29 days
Six Weeks 6: May 14 – July 19	29 days

Professional Development Days

August 18-22, 24-25
October 16
February 19



Teacher Work/Clerical Days

August 17 and 23
January 2
July 23 (July 20 if bad weather day not used)



Holidays

Labor Day - Sept. 4
Fall Break - October 9 - 16
Thanksgiving - Nov. 20 - 24
Christmas Break - Dec. 18 - Jan. 1
Martin Luther King Jr. - Jan. 15
Spring Break - March 5 - 16
Good Friday - March 30
May/June Break - May 21 - June 8
July Break - July 2 - 6



Bad Weather Make Up Day for Staff only (Staff Development Days)

April 20
July 20



Graduation

July 19

Administration Summer Hours

M – W 7:30 – 5:00; TH 7:30 – 4:30; Closed Fridays

Administration Offices Closed

July 2 - 6, 2018

Subject: District of Innovation: District Advisory Committee Appointment

BACKGROUND INFORMATION

H.B. 1842 (84th Session of the Texas Legislature) in part amended Chapter 12 of the Texas Education Code (TEC) to create Districts of Innovations. Districts are eligible for designation if certain performance requirements are met and the district follows certain procedures for adoption as outlined in Statute. The designation provides the district will be exempt from certain sections of the TEC that inhibit the goals of the district as outlined in the locally adopted Innovation Plan. Some exemptions could be

- Educator certification for high needs areas
- Contracts
- Calendar flexibility
- Length of the school day

ADMINISTRATIVE CONSIDERATION

On January 23, 2017, the Tyler ISD Board of Trustees passed a board resolution to explore District of Innovation status. On February 9, 2017, a public meeting was held to get public input.

In accordance with Section 12A.003 of House Bill 1842, the Board must approve to move forward with the District of Innovation and appoint a committee to develop the local innovation plan. The proposed committee is made up of 31 members comprised from a diverse group of parents, community members and school personnel.

ADMINISTRATIVE RECOMMENDATION

The administration recommends the board approve to move forward with the District of Innovation and appoint the District of Innovation Advisory Committee to create a District of Innovation Plan.

ACTION REQUIRED

Board Approved

CONTACT PERSONS

Christy L. Hanson Ed.D.

02-20-17

Tyler Independent School District
District Innovation Committee Members

Alvarez, Ricardo	Bilingual/ESL Instructional Specialist
Brown, Gary	Executive Director of Advanced Academics
Buckner, Gregory	Community Member
Cano, Laura	Executive Director of HR
Carmona, Alejandra	Teacher-Elementary
Curry, Rodney	Principal – Middle School
Davis, Carol	Parent
Ditto, Paulette	Parent
Eckert, Elicia	Parent
Farmer, Brent	Assistant Principal – Middle School
Fillmore, Sandra	RTI Teacher
Hanson, Christy	Chief Administrative Officer
Hittle, Shauna	Executive Director of Teaching and Learning
Hortman, Amanda	Bilingual/ESL Instructional Specialist
Jones, Ronald	Chief of Staff
Ladd, Steven	Assistant Principal - Elementary
Laredo, Marc	Parent and Community Partner
Leisure, Shannon	CTE Facilitator
McArthur, Brook	Parent
Myers, Tracey	Assistant Principal –High School
Oby, Carlton	Community Partner
Pesina, Jr. Nick	Community Partner
Redd-Dorsey, Shanequa	Assistant Principal – High School
Roach, Christy	Principal - Elementary
Rosales, Isabel	Teacher-Elementary
Sanchez, Rawly	Chief Administrative Officer
Smith, Lauren	Teacher – Middle School
Tefteller, Melinda	Teacher – High School
Wallace, Jason	Parent
Williams, Andre	Teacher - Elementary
Zavarce, Ivette	Community Partner

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

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATION

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

ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board of Trustees approve the Memorandum of Understanding between Tyler Junior College and Tyler ISD for the Early College High School partnership for the 2017-2018 school year.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Ronald K. Jones
Delsenna Frazier

02-20-17

**Memorandum of Understanding
Between Tyler Junior College and
Tyler Independent School District
For
Tyler ISD Early College High School
2017-2018**

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

I. PREAMBLE

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

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

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

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

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

II. STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

1. GOVERNANCE:

- a. The Tyler ISD Early College High School established under this agreement is be governed by state and federal laws and regulations, and school district, and college policies requirements. The School District shall, at its sole discretion, apply to the Texas Education Agency for the establishment and continual approval of an Early College High School designation. Failure to apply or seek approval from the Texas Education Agency shall not be a breach of this Agreement.
- b. Tyler ISD ECHS shall form a Leadership Team comprised of representatives of TJC and Tyler ISD and co-chaired by the TJC President and the Tyler ISD Superintendent or designees, which shall meet at least once a semester, or at a time mutually agreed upon by both parties, to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration. The Leadership Team shall make reports, at least annually, to their respective boards.

An Advisory Committee will also be created for the purpose of establishing local, state, and national partnerships, to leverage opportunities for fund development, innovative projects, and overall sustainability. The Advisory Committee shall meet at least twice annually and shall consist of representatives from TJC, Tyler ISD, local and regional community members. The Advisory Committee and all other subcommittees established under this entity will report to the leadership team.

- c. The Tyler ISD ECHS director will be appointed by the Superintendent of Tyler ISD, and will be an employee of the School District. The School District will be responsible for payment of benefits, if any, to the administrator, and the administrator shall not be entitled to receive employee benefits from the College, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The School District assumes full responsibility for workers' compensation insurance and for payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, Medicare and income taxes with respect to the administrator. Should the school administrator position become vacant and the need to appoint a new administrator arises, following all Tyler ISD Human Resources Policies and Procedures, TJC, upon approval by Tyler ISD, will have the opportunity to be represented on the administrator search committee and take part in the selection process. The School District agrees to assign the administrator as soon as a qualified candidate is identified and hired. An adequate number of faculty members for high school credit courses, counselor(s), clerical staff, and any other high school personnel that may be necessary, will be the responsibility of the School District.
- d. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

2. **PROVISION OF COURSES:** The College will award transcript credit for Dual Credit courses that have been approved by Tyler ISD ECHS and TJC, with primary emphasis on the Core Curriculum requirements of the Associate of Arts and Associate of Science degrees. Such courses shall be evaluated and approved through the College curriculum approval process, and shall be taught at the college level. Course credit will be placed on a TJC transcript at the end of the each semester in which the course(s) are taken. These courses will be applicable to the pursuance of a baccalaureate degree.
3. **COURSES OF STUDY:** Tyler ISD ECHS and TJC shall provide a course of study that enables a participating student to receive a high school diploma and an associate's degree or 60 semester hours towards a baccalaureate degree during grades 9-12. The College will give credit for courses taken for dual credit for which dual enrollment course agreements have been executed with primary emphasis on the Core Curriculum requirements for all Associate of Arts and Associate of Sciences degrees. Tyler ISD ECHS students will receive an academic degree plan upon the completion of a career and program of study interest inventory, which will be administered by Tyler ISD ECHS. During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official college curriculum approval process and shall be taught at the college level.
4. **COURSE COMPLIANCE:** Subject to Tyler ISD's approval, TJC is responsible for overseeing college course selection and implementation to ensure that course goals and standards are understood, that course guidelines are followed, and that the same standards of expectation and assessment are applied in all venues where the College offers courses. Syllabi, course outlines, and departmental requirements will be completed by the College as determined for courses that are offered for college credit. Syllabi must be posted online by the instructor no later than seven (7) days after the semester begins. TJC will designate staff personnel to monitor the quality of instruction in order to assure compliance with any dual enrollment course agreements and all applicable rules and regulations, including without limitation, the standards established by the State of Texas, Southern Association of Colleges and Schools Commission on Colleges, the Texas Education Agency, TJC, and Tyler ISD. Each class must have an enrollment of a minimum of fifteen (15) students. Exceptions to the minimum enrollment require the approval of TJC.
5. **CURRICULUM ALIGNMENT:** The Tyler ISD ECHS and TJC shall maintain curriculum alignment for each academic degree plan. The Tyler ISD ECHS will provide TJC with programs of study interest. The College will regularly update the Tyler ISD ECHS counselor and administrator regarding TJC curriculum changes. The Tyler ISD ECHS is responsible for ensuring that state course requirements for high school graduation are fulfilled by Tyler ISD ECHS students.
6. **ADMINISTRATION OF STATEWIDE INSTRUMENTS AND COLLEGE ASSESSMENTS:** The Tyler ISD ECHS shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39 and shall adopt a policy that requires a student's performance on an end-of-course assessment instrument for a course listed in this subsection in which the student is enrolled when required by the state. In addition, Tyler ISD must administer the Texas Success Initiative (TSI) college placement exam beginning with (9th) graders to assess college readiness and to

enable students to begin college courses based on their performance as soon as students are able to do so.

7. **FACULTY:** With the exception of instructors for courses that only offer high school credit, all faculty must meet the academic requirements of TJC as outlined by the Southern Association of Colleges and Schools Commission on Colleges faculty credentialing requirements. A criminal background check must be provided for all instructors as required by Texas Government Code Chapter 411. The approval process for a Tyler ISD faculty member who may teach a dual enrollment course will be consistent with the standards used to hire a faculty member for the course taught on the TJC campus. The College has full authority to interview and approve all faculty members intending to teach a course that offers college credit ("college course"). Both Tyler ISD and TJC must give final approval of all faculty intending to teach dual credit courses based on credentials, teaching experience, presentation, subject knowledge and other instructional factors related to the subject matter. The College requires each instructor to meet the College's academic requirements for that course, and the ISD to require the class has a recommended enrollment of a minimum of fifteen (15) students and no more than twenty-five (25) students. Exceptions to enrollment minimum and maximum allotments required College and Dean approval. The School District will provide and will be solely responsible for the evaluation, assessment, and approval of instructors and staff for high school credit-only courses. TJC acknowledges and understands that nothing in this Agreement is intended to give TJC any authority to employ or release any employee of Tyler ISD, and that any decisions regarding the employment of Tyler ISD employees may only be made by, and are at the sole discretion of the School District.

8. **GRADING PERIODS AND POLICIES:**

- a. It is the responsibility of TJC to ensure that grading policies are outlined in each instructor's course syllabus. Tyler ISD ECHS students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. Tyler ISD ECHS students struggling to maintain a passing grade will be advised by the instructor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course or the Tyler ISD ECHS program.
- b. All grade reports for students will be produced and disseminated electronically through the student portal of TJC no later than 72 hours (3 business days) following the end of TJC's academic semester. Semester and cumulative GPA's will be reflected on grade reports. All transcript corrections are updated prior to the next grade reporting period. It is the responsibility of the College Registrar to ensure that all applicable security and confidentiality requirements for the reporting and posting of grades and the maintenance of transcripts are met.
- c. The Tyler ISD ECHS shall follow Tyler ISD policy as to the weighing system for the college grade for the Tyler ISD ECHS student's final high school grade point average (GPA). Tyler ISD ECHS students are expected to meet academic standards for coursework completed through TJC. Students who fail to maintain a cumulative grade point average (GPA) of 2.00 (C average) are considered scholastically deficient and can be placed on Early Academic Alert, Academic Probation or Academic Suspension as deemed appropriate by the College or Tyler

ISD ECHS. All grade points earned by a student will be included in the computation of the current semester grade point average. All grade points earned by a student will be included in the computation of the College's cumulative grade point average. In the case of a repeated course, the last grade recorded will be used in the computation. Good Standing, Early Academic Alert, Academic Probation and Academic Suspension are determined each regular (Fall or Spring) semester on the basis of the student's current semester grade point average and academic standing requirements as listed in the College's Academic Catalog. Early Academic Alert, Academic Probation and Academic Suspension at the College may last for one regular fall or spring semester. Students placed on Early Academic Alert, Academic Probation and Academic Suspension may enroll and repeat a course for grade replacement one time. If the student does not pass the course the second time, it is the student/parent's responsibility to pay for that course in the future. This may be done only in compliance with the policies set forth in the TJC Academic Catalog, under the Academic Standing section. Continued enrollment in the ECHS and College will be evaluated according to the process developed by the Tyler ISD ECHS and TJC.

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

The following grading system is used at Tyler Junior College:

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

- 9. **PROFESSIONAL DEVELOPMENT FOR ECHS FACULTY:** The Tyler ISD ECHS and TJC shall provide opportunities for ECHS teachers and higher education faculty to collaborate through planning, teaching, and professional development. The Tyler ISD ECHS will provide common planning time for ECHS instructional faculty and other appropriate staff, including school leaders and, when possible, higher education faculty.

Teacher mentoring and professional development will be made available where necessary by TJC. When possible, TJC shall participate and create professional development opportunities for Tyler ISD ECHS faculty, including adjunct and Dual Credit faculty training each semester.

10. **FACILITIES, SERVICES, AND RESOURCES:** High School courses will be conducted at the Tyler ISD ECHS campus, and college courses will be taught either on the Tyler ISD ECHS campus or the campus of TJC through face to face or online delivery. Access to the College will be made available following the College's academic calendar, including the summer. TJC will provide high school students, instructors and appropriate staff with a TJC campus identification card and access to instructional and certain agreed upon non instructional resources and services available on the campus of the College. Tyler ISD ECHS students are considered as college students. Therefore, the College's resources and services will be made available to Tyler ISD ECHS students to support academic success. The School District and the College will evaluate the facilities on an on-going basis to determine the necessity of facility adjustments in future semesters and years.
11. **TUITION AND FEES:** The College waives all student tuition and fees for college courses for ECHS students.

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

12. **FACULTY COSTS:** The School District assumes responsibility for reasonable and documented expenses incurred by high school faculty. When the College provides an instructor on the high school campus, the School District will reimburse TJC for the instructor's cost and mileage from the TJC campus location to the location of Tyler ISD ECHS.
- Current semester costs are:
- | | |
|---|----------|
| 3 hour per week course | - \$2004 |
| 4 hour per week course | - \$2672 |
| \$0.56 per mile is added for mileage, as applicable | |

The cost of a TJC faculty member might vary from the standard cost listed above based on the number of teaching overloads and annual salary of the instructor. In addition, the mileage rate could vary from the rate listed to agree with the maximum mileage reimbursement rate set by the state.

13. **BOOKS AND SUPPLEMENTAL MATERIALS:** All textbooks, lab equipment and materials and supplemental materials needed for Tyler ISD ECHS students taking Dual Credit courses and regular college courses will be the responsibility of the School District and shall be the current textbook as adopted by the College. The School District will also be responsible for purchasing all textbooks, supplemental materials, supplies, and operational equipment required for high school credit only classes, and will provide them to students enrolled in the ECHS program. Textbooks purchased by the School District for Dual Credit college courses taught as part of the Early College High School academic program can be used for a minimum period of (3) years from the date of purchase.

14. **INSTRUCTIONAL CALENDAR:** The instructional calendar of Tyler ISD ECHS will contain and reflect all of the College's major holidays and campus closings. Tyler ISD ECHS will incorporate a flexible calendar to maintain the instructional integrity for both State and College instructional requirements.
15. **STUDENT ENROLLMENT:** The College will assist with enrollment for all students who are qualified and wish to enroll in academic Dual Credit courses. ECHS students must meet the same requirements and prerequisites as all students of the College must do. The parties acknowledge that students will be qualified through acceptable PLAN, PSAT, SAT, ACT, STAAR or TSI scores. ECHS students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

Subject Area	TSI (2016)	STAAR (EOC)	Course Placement
Reading	351	English 2 EOC 4000+	College Reading Standard
Writing	5 or 4 / 363	English 2 EOC 4000+	College Reading Standard
Math	350	Alg 1 EOC 4000+ and Alg 2 Pass	College Math Standard

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

16. **STUDENT ATTENDANCE POLICIES:** ECHS students will be required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between the ECHS, the College and the Texas Higher Education Coordinating Board (THECB).
17. **STUDENT CONDUCT:** ECHS students will be required to adhere to the regulations of the College regarding facilities and equipment usage, TJC and Tyler ISD codes of conduct and policies, and are subject to appropriate action taken by the School District and the College.
18. **SAFETY:** If any high school student, instructor, or administrator should experience an accident or sudden illness while on the premises of the College, the response to such incidents will be based upon the guidelines and operational procedures of the School

District and the regulations of the College as well as any other agreements between the two entities.

19. **TRANSPORTATION**: The School District will provide transportation for students of the School District to and from TJC as students participate in Dual Credit classes. The School District will also provide transportation to the TJC campus for learning field trips and orientation sessions, which will facilitate personal growth for the students in preparation for the academic endeavors of the program.
20. **FOOD SERVICES**: The School District will provide for all student, faculty and staff meals as required and appropriate under State and Federal law and School District rules and procedures.
21. **FUNDING AND AVERAGE DAILY ATTENDANCE (ADA)**: The ECHS shall generate ADA funds for the School District from the attendance of students which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.
22. **EVALUATION**: The School District and TJC will develop a plan for yearly evaluation of the ECHS program that will include, but not limited to, attendance and retention rates, GPA of high school-credit only courses and college courses, satisfactory progress in college courses, adequate progress toward the college-readiness of the students in the program, articulation of high school students into four year colleges and universities, attrition rates by grade level and student participation in activities at the College.
23. **DISCONTINUATION OF ECHS OPERATION**: Should the School District or the College elect to discontinue the operation of the ECHS, the provision for serving the students will include the following:
 - a. The ECHS may discontinue operation at the end of the school year in which only 9th and 10th grade cohorts are enrolled. ECHS students in the 9th and 10th grade will be received by the School District.
 - b. An ECHS with 11th and 12th grade cohorts must continue operation through that cohort's scheduled graduation from the ECHS but may elect not to enroll any additional students in the ECHS, unless such students would be added to already existing cohorts within the ECHS. While in the process of discontinuing operation, the ECHS must continue to meet all applicable standards and regulations as mandated by the Texas Education Agency (TEA).
24. **AMENDMENT**: The parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.
25. **TERM, RENEWAL AND TERMINATION OF AGREEMENT**: This MOU, for the operation of Tyler ISD Early College High School will be in effect through August 31, 2018, pending continued approval and reaffirmation by TEA. This Agreement will be

reviewed on an annual basis and the parties may mutually agree to renew the MOU for a successive one (1) year term. During any fiscal year, the College and/or the School District reserves and has the right to terminate this MOU upon service of written notice to the other party no later than the first business day in November. If notice of termination is given, the contract will terminate at the end of the fall semester in that fiscal year during which the terminating party gives the other such written notice and after the provisions for serving students through the discontinuation process of Tyler ISD ECHS, as outlined in this MOU, have been fulfilled.

26. **CONFIDENTIALITY OF STUDENT RECORDS:** The Parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. If a student authorizes the parent(s) to view and discuss their grades, attendance, and other necessary information, the parent(s) will be allowed to confer with TJC faculty, administration and employees. This authorization release is found on the Dual Credit Registration form. In accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA and School District Board Policy series FL.
27. **STUDENT DIRECTORY INFORMATION:** Upon enrolling in a Dual Credit course, the student's information will become part of the College's student directory information and subject to the Texas Public Information Act. Students will be able to designate release of directory information at both the College and Tyler ISD ECHS. Collecting and sharing data between the College, Tyler ISD ECHS, and the School District will follow College and the School District procedures and policies to provide support for decision making processes.
28. **SEVERABILITY:** If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
29. **NON-DISCRIMINATION:** Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Agreement is prohibited.
30. **NOTICES:** Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

Tyler Independent School District

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

Tyler Junior College

Dr. Mike Metke, President
P. O. Box 9020
Tyler, TX 75711

31. **TEXAS LAW TO APPLY:** This agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action arising from this Agreement will lie in the state courts located in Smith County, Texas. TJC agrees that it will not file any

lawsuit against Tyler ISD without first having exhausted the complaint procedure outlined in the Tyler ISD Board Policy Manual, which is hereby amended for purposes of this Agreement to provide ninety days for the filing of an initial complaint.

- 32. FORCE MAJEURE:** Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.
- 33. CAPTIONS:** The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.
- 34. AUTHORITY:** The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.
- 35. COMMITMENT OF CURRENT REVENUES ONLY (NO APPROPRIATION)**
In the event that during any term hereof, the governing body of any party anticipates not appropriating, or does not appropriate, sufficient funds earmarked to meet the obligations of such party for a succeeding fiscal year, the non-appropriating party covenants to give written notice of non-appropriation to the other party. Such notice shall entitle both parties to terminate the agreement for the subsequent fiscal year beginning September 1st. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of the Tex. Loc. Govt. Code Ann. §271.903.
- 36. 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.
- 37. 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.

38. 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*.

39. 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.

40. 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.

41. 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.

42. 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.

43. **TOBACCO FREE POLICY:** TJC provides a friendly, tobacco-free environment at all of its campuses and satellite facilities.
44. **FIREARMS:** Use or possession of firearms or weapons is prohibited on campuses and satellite facilities.
45. **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.
46. **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.

IN WITNESS THEREOF, the parties have duly approved this MOU, executed in duplicate originals on this _____ day of February 2017.

TYLER JUNIOR COLLEGE

By: _____
Dr. Mike Metke, President
Tyler Junior College

By: _____
Ms. Ann Brookshire
President, Board of Trustees
Tyler Junior College

TYLER INDEPENDENT SCHOOL DISTRICT

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

By: _____
Mr. J. A. Bergfeld
President, Board of Trustees
Tyler Independent School District

Subject: TISD Facilities Rental and Usage Update

BACKGROUND INFORMATION

In 2004, the District developed regulations and guidelines for community use of district facilities. A committee was formed consisting of personnel from Maintenance, Visual and Performing Arts, College and Career, Finance, Purchasing, and Athletics. The committee reconvenes to review the guidelines set forth in the TISD Facility Rental and Usage Handbook and re-evaluates fees for usage based on fluctuations in utility costs, facility improvement modifications, on-going maintenance, and the cost of employees overseeing the facilities during usage.

The School Board has requested the committee to provide an update to them every two years.

ADMINISTRATIVE CONSIDERATION

After reviewing the rental agreement, the committee has revised the Caldwell Auditorium Contract, added a proposed CTE building rental agreement and rental rate as well as added an Athletic Fee Rate for field and gym use in the district. The committee will continue to review the guidelines and fees and report any needed changes.

ACTION REQUIRED

Discussion Only

CONTACT PERSONS

Ronald K. Jones
George Faber
Greg Priest

02-20-17

Subject: E-Rate Program Funds Approved

BACKGROUND INFORMATION

On May 19, 2016 the Board of Trustees received and approved bids in the amount of \$199,706.24 for wireless network infrastructure upgrades at Griffin, Jack, Orr and Woods Elementary Schools. These projects were approved pending receipt of federal E-rate funding. The necessary forms were submitted to the E-rate program to receive the available discounts.

ADMINISTRATIVE CONSIDERATION

The district has received a Funding Commitment Decision Letter from the E-rate program with approval of a maximum of \$146,151.08 for these projects. This funding provides 73% of the cost of these projects. These four wireless network upgrade projects will begin soon.

Additional E-rate program funds are still pending for the district's fiber optic network, Internet access and telephone service.

ACTION REQUIRED

Information only

CONTACT PERSON

Tosha Bjork
John Orbaugh

02-20-17