



# **AGENDA**

**for the**

**Regular Meeting**

**of the**

**Board of Trustees**

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

**July 27, 2017**

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

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

Notice is hereby given that on Thursday, July 27, 2017, the Board of Trustees of the Tyler Independent School District will hold a regular meeting at (Executive Session at 6:00 p.m. and Regular Session at 7:00 p.m.) at the Jim Plyler Instructional Complex, 807 W. Glenwood, Tyler, Texas. The subjects to be discussed are listed on the agenda which is attached to and made a part of this Notice.

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

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

### Texas Government Code Section:

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

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

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

**TYLER INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**July 27, 2017**

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

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

**AGENDA**

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

I. Considering the deployment, specific occasions for, or implementation of, security personnel or devices.	
IV. Reconvene from Executive Session	
V. 7:00 p.m. Prayer and Pledge of Allegiance - Rev. Hager	
VI. Consider action on items discussed in Executive Session	
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D. Local Policy CH (First Reading)	121
XIV. Future Business	
A. August 3, 2017 - Board Workshop	
B. August 3, 2017 - School is Cool	
C. August 11, 2017 - Summer School Graduation	
D. August 21, 2017 - Regular Meeting	
E. August 28, 2017 - First Day of School for Students	
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

Ronald K. Jones

07-27-17

Subject: Consider Approval of Final Sale of old Griffin Elementary School to North Tyler Day Nursery

#### BACKGROUND INFORMATION

At the November 3, 2016 board meeting, the Board of Trustees approved a Resolution authorizing the sale of the property referred to as the old Griffin Elementary School campus located at 3000 N. Border Avenue, Tyler, TX and referenced as approximately 5.312 +/- acres, Lot 1B, Block 501U, Lots 29-31, Block 501T, Woldert Heights 3<sup>rd</sup> in the City of Tyler, Smith County, TX.

#### ADMINISTRATIVE CONSIDERATION

North Tyler Day Nursery has made an offer to purchase the property.

#### ADMINISTRATIVE RECOMMENDATION

The Administration recommends the board approve the transfer and final sale of the property to North Tyler Day Nursery.

#### ACTION REQUIRED

Board Approval

#### CONTACT PERSONS

Marty Crawford, Ed.D.  
Tim Loper

07-27-17

## **MINUTES OF SPECIAL MEETING**

The Board of Trustees of the Tyler Independent School District held a special meeting on Monday, June 5, 2017, at the Jim Plyler Instructional Complex. The president called the meeting to order at 2:02 p.m., announced the presence of a quorum, and the meeting had been posted in the time and manner required.

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

Administrators present were Dr. Marty Crawford, superintendent; Tosha Bjork, Dr. Christy Hanson, Ronald Jones, Tim Loper, John Orbaugh, Sharon Roy, and Rawly Sanchez. John M. Hardy, school attorney, was in attendance.

Gina Orr, board secretary was not present. Minutes were taken by Deisy Mendez.

Trustees adjourned to executive session at 2:02 p.m. There will be action to follow.

Trustees reconvened in open session at 2:14 p.m.

Regarding items discussed in executive session, Mr. Bergfeld made a motion to accept the resignation of Michael Clayton George, Robert E. Lee Head Football Coach/Athletic Coordinator as listed in Personnel Item I. The motion was seconded by Mrs. Washington and passed by a vote of 6-0.

Mr. Washmon made a motion to hire Kurt Traylor as the Robert E. Lee Head Coach/Athletic Coordinator as listed in Personnel Item II. The motion was seconded by Mrs. Washington and passed by a vote of 6-0.

The meeting adjourned at 2:20 p.m. following a motion by Dr. Nation, a second by Mr. Washmon and a vote of 6-0.

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

/s/ Gina Orr  
Gina Orr, Secretary

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



## **MINUTES OF BOARD WORKSHOP MEETING**

The Board of Trustees of the Tyler Independent School District held a board workshop meeting on Thursday, June 8, 2017, at the Tyler ISD Administration Building. The president called the meeting to order at 11:07 a.m., announced the presence of a quorum and that the meeting had been posted in the time and manner required.

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

Administrators present were Dr. Marty Crawford, superintendent; Tosha Bjork, Jan Coker, Dr. Christy Hanson, Shauna Hittle, Ronald Jones, Johnita Martin, John Orbaugh, Sharon Roy and Rawly Sanchez.

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

Gina Orr, board secretary was not present. Minutes were taken by Deisy Mendez.

Mrs. Tosha Bjork, chief financial officer, provided a budget update for the 2017-2018 school year. Regarding the state formula revenue, she stated this is the first year of biennium. The local share increased because of property taxes; therefore, state revenue decreased. The Austin yield increased from \$77.53 to \$99.41. The net decrease is approximately \$721,000. The local property tax values are not yet finalized, but the value increase will be 4% which is approximately \$3.55 million additional dollars for 2017-2018. The total proposed revenue increase is \$2.9 million. She reviewed the proposed uses of the funds which include raises for employees (\$1,500 for teachers and 3% of midpoint for all other employees), starting teacher pay increase to \$42,000, payroll increases due to the hiring of additional teachers, instruction and instructional support, departmental and operating increases. Mrs. Bjork reviewed the department and campus budgets and highlighted proposed changes. She then answered questions from the board.

Jan Coker, director of internal audit services, provided an Internal Audit Services Update. She reviewed the audit work completed, special projects, and discussed projects in progress. She then answered questions from the board.

Regarding the Internal Audit Committee, Mr. Washmon as chair of the Audit Committee stated that with the reorganization of the board and his role as vice president of the board, a vacancy will be left on the committee since board officers historically have not served on the Audit Committee. Mr. Washmon and Rev. Mason currently are the board representatives that serve on the Audit Committee. Rev. Mason agreed to remain on the committee and Mr. Martinez agreed to be the second member of that committee. Rev. Hager confirmed that Rev. Mason and Mr. Martinez will serve on the Audit Committee.

Ms. Johnita Martin presented the School Health Advisory Council (SHAC) Annual Report to the board. She shared the highlights for 2016-2017 and discussed the planning for the 2017-2018 school year.

The board adjourned to executive session at 12:01 p.m. There would be action to follow.

The board reconvened from executive session at 12:41 p.m.

Mrs. Washington made a motion to accept the resignation of Rodney Curry as Principal of Boulter Middle School, Tremayna Thomas as Principal of Ramey Elementary School and Lisa Schwartz as Principal of Jones Elementary School as listed in Personnel Item I. The motion was seconded by Mr. Martinez and passed by a vote of 5-0.

Mr. Washmon made a motion to approve the hiring of Dr. Julie Davis as School Improvement Officer as listed in Personnel Item II. The motion was seconded by Mrs. Washington and passed by a vote of 5-0.

Rev. Mason made a motion to approve the hiring of NaTasha Crain as Principal of Jones Elementary School. The motion was seconded by Mrs. Washington and passed by a vote of 5-0.

The meeting adjourned at 12:46 p.m. following a motion by Rev. Mason, seconded by Mr. Martinez and a vote of 5-0.

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

/s/ Gina Orr  
Gina Orr, Secretary

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

## **MINUTES OF REGULAR MEETING**

The Board of Trustees of the Tyler Independent School District met in regular session on Monday, June 19, 2017, at the Jim Plyler Instructional Complex. The president called the meeting to order at 6:01 p.m., announced the presence of a quorum and the meeting had been posted in the time and manner required.

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

Administrators present were Dr. Marty Crawford, superintendent; Jerrod Bitter, Tosha Bjork, Jan Coker, Laura Cano, Dr. Leslie George, Dr. Christy Hanson, Shauna Hittle, Ron Jones, Tim Loper, John Orbaugh, Dawn Parnell, Greg Priest, and Rawly Sanchez.

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

Trustees adjourned to executive session at 6:02 p.m. Rev. Hager stated there would be action to follow.

Trustees reconvened in open session at 7:04 p.m.

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

Rev. Hager stated there was no action from executive session.

Rev. Mason made a motion to approve the minutes of the regular meeting on May 15, 2017 and board workshop on May 16, 2017. The motion was seconded by Dr. Nation and passed by a vote of 7-0.

As part of the Lone Star Governance, Stacy Pineda, director of PreK-3 Literacy, provided an overview of the PreK- Grade 3 Literacy Plan. She reviewed the literacy goals, foundation skills, the action steps of the literacy plan and the implementation of the plan for the district and campuses. She then addressed questions from the board.

Dr. Christy Hanson and Dr. James Cureton provided a summary of K-3rd grade MAP Scores and End of Year Data for Math and Reading. They reviewed the scores and progress made. All schools are showing at least 30% growth in reading RIT scores and at least 40% growth in math. The curriculum has received a complete rewrite for grades K-2. They then addressed questions from the board.

Rev. Hager stated that one person requested to speak to the board during public participation. Tia Williams addressed the board.

Regarding the Business/Legal/Finance/Consent agenda, the board pulled the following items for individual consideration:

- Consider approval of Gifts and Donations;
- Consider approval Delegate/Alternate for TASA/TASB Convention;
- Consider approval of Abatement and Demolition of the Tyler Tennis and Swim Facility at 320 Shiloh Road.

Mr. Washmon made a motion, seconded by Mrs. Washington to approve the following:

- Approval of 2016-2017 Amended Budget;
- Approval of Resolutions for Sale of Property for Delinquent Taxes;
- Approval of Local Policy FFA: Student Welfare-Wellness and Health Services;
- Approval of Memorandum of Understanding between the Tyler Independent School District Foundation and the Tyler Independent School District;
- Approval of Purchase of Transportation Vehicles from Longhorn Bus Sales in the total amount of \$866,902.00 which includes the \$800.00 Buy Board;
- Approval to Amend Contract with PBK, Inc. for the CHRISTUS Trinity Mother Frances Rose Stadium Improvements;
- Approval of Construction Management-at-Risk 1 Step Delivery Method for the Remaining Phases of CHRISTUS Trinity Mother Frances Rose Stadium Improvements.

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

Dr. Crawford stated the district has received donations in the amount of \$23,100.00 from the Robert E. Lee Booster Club, \$16,241.00 from the Robert E. Lee Dugout Club, and \$8,000.00 from the Robert E. Lee Kickers Club. Dr. Nation made a motion to approve the donations. The motion was seconded by Mr. Bergfeld and passed by a vote of 7-0.

Regarding Delegate and Alternate to the TASA/TASB Convention in Dallas on October 6-8, 2017, Rev. Mason made a motion to approve Rev. Hager as Delegate. The motion was seconded by Mrs. Washington and passed by a vote of 7-0.

Mr. Martinez made a motion to approve Dr. Nation as the Alternate for the TASA/TASB Convention. The motion was seconded by Rev. Mason and approved by a vote of 7-0.

A few years ago in anticipation of a future bond for the construction/renovation of a new Robert E. Lee High School, Dr. Crawford stated the district purchased the Tyler Tennis and Swim Facility at 320 Shiloh Road. As part of the purchase agreement, the district agreed to lease the property back to Tyler Tennis and Swim

until the construction of their new facility was complete. The lease ended at the end of May. With the passage of the bond, Mr. Loper stated that the district is ready to begin the abatement and demolition which would remove the pool, clubhouse and four tennis courts. He said the plan preserves eight of the tennis courts closest to Donnybrook for use by the tennis team during construction.

Dr. Nation made a motion to approve the contract from 1 Priority Environmental in the amount of \$14,871.00 for the abatement and the contract with Air Quality Associates in the amount of \$103,833.00 for the demolition with an owner's contingency of \$10,000.00 for a project total of \$128,704.00 for the Tyler Tennis and Swim Facility located at 320 Shiloh Road. The motion was seconded by Mrs. Washington and passed by a vote of 7-0.

Regarding the Curriculum/Instruction/Consent Agenda, the board pulled the following items for individual consideration:

- Consider approval of District of Innovation Plan;
- Consider approval of Designation for District of Innovation.

Mr. Bergfeld made a motion, seconded by Rev. Mason to approve the following items:

- Approval of Student Athletic Insurance Renewal for 2017-2018;
- Approval of Memorandum of Understanding with Tyler Junior College for Link Program;
- Approval of Contract with Mach B Technologies for Edugence Suite in the amount of \$95,000 for the first year;
- Approval of Head Start Supplemental Funding Application for 2017-2018 School Year.

The motion passed by a vote of 7-0.

Dr. Crawford reviewed the District of Innovation Plan. He stated that the designation provides the district will be exempt from certain sections of the Texas Education Code which include the First Day of Instruction, Minimum Minutes of Instruction, Minimum Attendance for Class Credit or Final Grade, Teacher Certification, Probationary Contracts, and Class Size Waivers K-4. The designation will provide relief from some legislation.

Mrs. Washington made a motion to approve the District of Innovation Plan. The motion was seconded by Dr. Nation and passed by a vote of 7-0.

Rev. Mason made a motion to approve and designate Tyler ISD as a District of Innovation. 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 has been provided in the agenda. Mrs. Bjork then answered questions from the board.

Regarding the discussion item, Dr. Crawford stated that Local Policy FNF-Drug Testing Program for Student Athletes is being presented for first reading. He asked board members to review the policy and to contact the administration with any questions or concerns. Rev. Hager asked the administration to review the policy to provide more education and counseling regarding drug abuse. Dr. Crawford stated that the administration will be tweaking the policy.

Regarding future business, Dr. Crawford reminded the board about the upcoming meetings and the graduation ceremony for the Wayne D. Boshears Center for Exceptional Programs.

The meeting adjourned at 8:18 p.m. following a motion by Rev. Mason, seconded by Mr. Martinez and a vote of 7-0.

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

/s/ Gina Orr  
Gina Orr, Secretary

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

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

### BACKGROUND INFORMATION

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

#### **Goal 1 - Early Literacy**

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

- 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 3<sup>rd</sup> Grade state assessment will increase from 64% in 2016 to 85% in 2021. The target for the Spring of 2017 is 68%.

### ADMINISTRATIVE CONSIDERATION

Third grade students took STAAR in May of 2017. Some key points:

- The percentage of students who met the standard “Approaches Grade Level” in 2017 was 64%; 4% points shy of the target.
- Seven elementary campuses had an increase of 7% points or more gains in third graders who met the “Approaches Grade Level” target.
- The percentage of LEP students who met the standard increased by 4%.
- The percentage of SPED students who met the standard increased by 14%.
- The percentage of students who met the “Mastery” level increased by 5%. That is 70 more 3<sup>rd</sup> graders who achieved the Mastery level in 2017.
- Every subpopulation improved at the Mastery Level.

### ACTION REQUIRED

Information only

### CONTACT PERSONS

Christy L. Hanson, Ed. D.  
James Cureton

07-27-17

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

07-27-17



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

	<b>CURRENT BUDGET</b>	<b>AMENDED BUDGET</b>
<b>Taxes</b>		
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
<b>Total Taxes</b>	<b>85,141,076.00</b>	<b>85,141,076.00</b>
<b>Services Rendered to Other School Districts</b>	<b>5,000.00</b>	<b>5,000.00</b>
<b>Tuition and fees</b>	<b>108,000.00</b>	<b>108,000.00</b>
<b>Earnings from Temporary Investments</b>	<b>550,000.00</b>	<b>550,000.00</b>
<b>Rent</b>	<b>170,000.00</b>	<b>170,000.00</b>
<b>Miscellaneous Local Revenue</b>	<b>25,000.00</b>	<b>25,000.00</b>
<b>Athletic Activity</b>	<b>230,000.00</b>	<b>230,000.00</b>
<b>Other Enterprising Activities</b>	<b>8,500.00</b>	<b>8,500.00</b>
<b>Miscellaneous Revenue-Intermediate</b>	<b>500.00</b>	<b>500.00</b>
<b>Total Local Revenue</b>	<b>86,238,076.00</b>	<b>86,238,076.00</b>
<b>Foundation and Per Capita Apportionment</b>	<b>48,549,541.00</b>	<b>48,549,541.00</b>
<b>TRS On-behalf Benefits</b>	<b>6,600,000.00</b>	<b>6,600,000.00</b>
<b>Total State Revenue</b>	<b>55,149,541.00</b>	<b>55,149,541.00</b>
<b>Federal Revenue</b>	<b>3,231,151.08</b>	<b>3,231,151.08</b>
<b>Proceeds from Sale of Property</b>		<b>198,210.52</b>
<b>Transfers from Other Funds</b>	<b>435,000.00</b>	<b>435,000.00</b>
<b>TOTAL REVENUE</b>	<b>\$ 145,053,768.08</b>	<b>\$ 145,251,978.60</b>

**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>
	<u>\$ 85,704,206.58</u>	<u>\$ 83,505,986.01</u>	<u>\$ 83,512,357.53</u>	<u>\$ (2,191,849.05)</u>	<u>\$ 6,371.52</u>
Total Function 11 - Instruction					
Total Function 12 - Instructional Resources and Media Services	2,760,180.04	2,750,152.62	2,756,446.77	(3,733.27)	6,294.15
Total Function 13 - Curriculum and Instructional Staff Development	3,207,803.52	3,365,082.90	3,366,766.01	158,962.49	1,683.11
Total Function 21 - Instructional Development	2,935,420.92	2,921,834.90	2,941,076.05	5,655.13	19,241.15
Total Function 23 - School Administration	9,531,437.74	9,755,796.64	9,756,221.19	224,783.45	424.55
Total Function 31 - Guidance, Counseling & Evaluation Services	4,542,765.32	4,484,042.79	4,482,925.39	(59,839.93)	(1,117.40)
Total Function 32 - Social Work Services	329,459.94	339,458.01	339,299.86	9,839.92	(158.15)
Total Function 33 - Health Services	1,928,842.88	1,931,037.82	1,930,523.39	1,680.51	(514.43)
Total Function 34 - Student (Pupil Transportation)	3,595,419.28	4,553,938.76	4,553,938.76	958,519.48	
Total Function 36 - Cocurricular/ Extracurricular Activities	3,929,321.44	4,373,144.45	4,323,024.61	393,703.17	(50,119.84)
Total Function 41 - General Administration	3,958,330.58	4,011,163.50	4,012,494.58	54,164.00	1,331.08
Total Function 51 - Plant Maintenance and Operations	13,580,804.51	13,823,627.25	13,854,346.19	273,541.68	30,718.94
Total Function 52 - Security and Monitoring Services	2,101,282.74	2,234,057.34	2,235,371.40	134,088.66	1,314.06
Total Function 53 - Data Processing Services	2,352,138.50	2,256,413.31	2,251,964.51	(100,173.99)	(4,448.80)
Total Function 61 - Community Service	67,389.32	95,855.61	94,764.68	27,375.36	(1,090.93)
Total Function 71 - Principal Repayment	158,000.00	158,000.00	158,000.00		
Total Function 81 - Facilities Acquisition and Construction	17,642.69	958,918.05	948,989.04	931,346.35	(9,929.01)
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		
<b>TOTAL EXPENDITURES-GENERAL OPERATING FUND</b>	<u><b>\$ 145,002,580.00</b></u>	<u><b>\$ 145,820,643.96</b></u>	<u><b>\$ 145,820,643.96</b></u>	<u><b>\$ 818,063.96</b></u>	<u><b>\$ (0.00)</b></u>

Subject: Local Policy FNF – Drug Testing Program for Students in Athletics

### BACKGROUND INFORMATION

Research indicates that the illegal use of drugs and alcohol contribute to a greater risk of injury for students participating in extracurricular activities. Students who participate in extra-curricular activities, and in this case, athletics, are held to high standards by staff, coaches and the community. Additionally, students need tools to deflect the pressures of society.

For the safety and well-being of all students, it is the responsibility of the District to ensure, to the extent possible, that students who participate in athletics do so in a drug/alcohol-free environment. The District seeks to provide a safe, drug-free school for all of its students due to the student body's respect of students participating in athletics.

### ADMINISTRATIVE CONSIDERATION

Local Policy FNF has been reviewed by the district administration to make additions that are in the best interest of the students and district.

### ADMINISTRATIVE RECOMMENDATION

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

### ACTION REQUIRED

Board Approval

### CONTACT PERSONS

Marty Crawford, Ed. D.

Greg Priest

07-27-17

STUDENT RIGHTS AND RESPONSIBILITIES  
INTERROGATIONS AND SEARCHES

FNF  
(LOCAL)

## PROPOSED POLICY 07/11/17

### INTERROGATIONS

#### BY SCHOOL OFFICIALS

Administrators, teachers, and other professional personnel may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves.

#### BY POLICE OR OTHER AUTHORITIES

For provisions pertaining to student questioning by law enforcement officials or other lawful authorities, see GRA(LOCAL).

### LOCKERS AND VEHICLES

Students have full responsibility for the security of their lockers, and for vehicles parked on school property. It is the student's responsibility to ensure that lockers and vehicles are locked and that the keys and combinations are not given to others. Students shall not place, keep, or maintain any article or material that is forbidden by District policy in lockers or in vehicles parked on school property.

School officials may search lockers or vehicles parked on school property if there is reasonable cause to believe that they contain articles or materials prohibited by District policy. Students shall be responsible for any prohibited items found in their lockers or in vehicles parked on school property.

If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parents. If the parents also refuse to permit a search of the vehicle, the District may turn the matter over to local law enforcement officials.

### USE OF TRAINED DOGS

The District shall use specially trained nonaggressive dogs to sniff out and alert officials to the current presence of concealed prohibited items, illicit substances defined in FNCF(LEGAL), and alcohol. This program is implemented in response to drug- and alcohol-related problems in District schools, with the objective of maintaining a safe school environment conducive to education.

Such visits to schools shall be unannounced. The dogs shall be used to sniff vacant classrooms, vacant common areas, the areas around student lockers, and the areas around vehicles parked on school property. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle, or an item in a classroom, it may be searched by school officials. Searches of vehicles shall be conducted as described above.

### NOTICE

At the beginning of the school year, the District shall inform students of the District's policy on searches, as outlined above, and shall specifically notify students that:

STUDENT RIGHTS AND RESPONSIBILITIES  
INTERROGATIONS AND SEARCHES

FNF  
(LOCAL)

1. Lockers may be sniffed by trained dogs at any time.
2. Vehicles parked on school property may be sniffed by trained dogs at any time.
3. Classrooms and other common areas may be sniffed by trained dogs at any time when students are not present.
4. If contraband of any kind is found, the possessing student shall be subject to appropriate disciplinary action in accordance with the Student Code of Conduct.

PARENT  
NOTIFICATION

The student's parent or guardian shall be notified if any prohibited articles or materials are found in a student's locker, in a student's vehicle parked on school property, or on the student's person, as a result of a search conducted in accordance with this policy.

MANDATORY DRUG-  
TESTING PROGRAM

The District requires drug testing of any student in grades 7–12 who chooses to participate in school-sponsored UIL athletic program.

SCOPE

A student participating in an athletic program shall be randomly tested throughout the school year.

PURPOSE

The purposes of the drug-testing program are to:

1. Prevent injury, illness, and harm resulting from the use of illegal and performance-enhancing drugs or alcohol;
2. Help enforce a drug-free educational environment;
3. Deter student use of illegal and performance-enhancing drugs or alcohol; and
4. Educate students regarding the harm caused by the use of illegal and performance-enhancing drugs or alcohol.
5. Offer student-athletes a credible means to resist peer pressure as it relates to the use of legal and illegal drugs, alcohol, and performance enhancing substances.

USE OF RESULTS

The results of any drug test shall be used only to determine eligibility for participation in extracurricular secondary school-sponsored athletics activities. The District shall take no action against a student except as provided in this policy, and no academic penalty shall be incurred by a student as a result of participation in this program.

TESTING  
LABORATORY

The Board shall contract with a certified drug-testing laboratory to conduct testing of students' urine samples.

STUDENT RIGHTS AND RESPONSIBILITIES  
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	<p>Testing laboratories shall not release statistics regarding the rate of positive drug tests to any person or organization without consent of the District.</p>
<p>SUBSTANCES FOR WHICH TESTS ARE CONDUCTED</p>	<p>Alcoholic beverages, and harmful substances, and synthetic substance including herbal incense/K2/Spice for the purpose of intoxication, narcotic drug, or other controlled substance of any form, except as prescribed by a licensed physician for legitimate medical purposes for the students medical condition or disease.</p> <p>Drugs to be tested but not limited to: cocaine, opiates, cannabinoids, phencyclidine, benzodiazepines, amphetamine, methamphetamine, ecstasy, barbiturates, methadone, alcohol/ethylglucuronide, synthetic stimulants and or depressants, anabolic and androgenic Steroids, and inhalants</p>
<p>COLLECTION PROCEDURES</p>	<p>Personnel from the drug testing laboratory shall collect urine samples under conditions that are no more intrusive than the conditions experience in a public restroom setting. When selected for testing, the selected student shall be escorted to the school's testing sight by a District employee and shall remain under District employee supervision until the student provides a suitable sample for testing. A certified professional collector from the drug testing laboratory of the same gender as the student shall monitor the collection of a suitable urine specimen. The student shall have due privacy at the urinal or within the bathroom stall. The collection shall not be a directly observed collection if the specimen produced is a suitable specimen within temperature range established by SAMHSA Urine Collection Guidelines. Any attempt to substitute or adulterate the specimen by the selected student shall result in a positive test result and be considered refusing to test.</p>
<p>RANDOM TESTING</p>	<p>Random tests shall be conducted each six weeks throughout the school year.</p> <p>No less than ten percent of the students participating in athletics shall be randomly selected for each random test date. The drug-testing laboratory shall use a random selection method to identify students chosen for random testing. Students shall not receive prior notice of the testing date or time.</p>
<p>REFUSAL TO TEST OR TAMPERING</p>	<p>A student who refuses to be tested when selected or who is determined to have tampered with a sample shall be subject to the appropriate consequences, as outlined in the administrative procedures provided to parents and students.</p>
<p>CONFIRMATION OF POSITIVE RESULTS</p>	<p>Upon receiving results of a positive drug test, the District shall schedule a meeting with the student and the student's parents/guardian to review the test results and discuss consequences.</p>

STUDENT RIGHTS AND RESPONSIBILITIES  
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Prior to testing, the student or parent/guardian shall provide any information and documentation that may reveal a possible reason for a positive test result.

The student or parent/guardian shall have ten school days following the meeting to provide a medical explanation for a positive result.

TRACE AMOUNTS

If a student tests positive for a trace amount of a drug for which tests are conducted, the following shall occur:

1. For a first offense, the student shall be called into a conference with the athletic trainer, coach/sponsor, and the campus coordinator overseeing that sport. The following guidelines shall apply:
  - a. A verbal and written warning shall be given. The student shall be given until the following day to inform his or her parents or guardian.
  - b. The athletic trainer shall contact the student's parents or guardian by telephone to inform them of the test and to discuss the District's drug screening policies and procedures. A copy of the signed written warning shall then be sent to the parents or guardian via the U.S. mail.
  - c. The student's name shall be placed on the mandatory drug screening list for one calendar year from the date of the test.
  - d. There shall be no suspension or other punitive actions taken.
2. For a second offense, the test shall be considered positive, and the student shall be subject to the provisions at CONSEQUENCES POSITIVE TEST, below.

CONSEQUENCES  
POSITIVE TEST

Consequences of positive test results shall be cumulative through the student's enrollment in the District.

FIRST OFFENSE

Consequences of a first confirmed positive test result shall be as follows:

1. The District shall hold a required conference with the student/athlete and the student's parent/guardian. The purpose of this meeting shall be to answer any questions regarding the drug-screening policies and procedures as well as to help identify and correct any at-risk behaviors.
2. The student shall be suspended from ten percent of all athletic contests and competitions. The suspension will start with

STUDENT RIGHTS AND RESPONSIBILITIES  
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the next regular/post-season competition from the time of the parent/guardian conference. During the suspension, the student-athlete may participate in practice, attend team meetings, but may not travel or dress for any contest.

3. The District shall refer the student-athlete to a District-approved counseling program for an assessment which will determine the length of counseling needed for the student. The student must fulfill the recommendation of the counseling program, and provide documentation confirming completion of the program.
4. The student shall be required to produce a negative urine sample prior to being allowed to return to participation in any extracurricular activity.
5. The student's name shall be placed on the mandatory drug screening list for one calendar year.
6. A positive test that results in a suspension in excess of the number of athletic contests remaining in the season shall continue with the start of the next athletic season. If a student is a multiple sport athlete, the suspension shall carry over to the next sport.

SECOND  
OFFENSE

Consequences of a second confirmed positive test result shall be as follows:

1. The District shall hold a required conference with the student/athlete and the student's parent/guardian. The purpose of this meeting shall be to answer any questions regarding the drug-screening policies and procedures as well as to help identify and correct any at-risk behaviors.
2. The student shall be suspended from thirty percent of all athletic contests and competitions. The suspension will start with the next regular/post-season competition from the time of the parent/guardian conference. During the suspension, the student-athlete may participate in practice, attend team meetings, but may not travel or dress for any contest.
3. The District shall refer the student-athlete to a District-approved counseling program for an assessment which will determine the length of counseling needed for the student. The student must fulfill the recommendation of the counseling program, and provide documentation confirming completion of the program.



STUDENT RIGHTS AND RESPONSIBILITIES  
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4. The student shall be required to produce a negative urine sample prior to being allowed to return to participation in any extracurricular activity.
5. The student's name shall be placed on the mandatory drug screening list for one calendar year.
6. A positive test that results in a suspension in excess of the number of athletic contests remaining in the season shall continue with the start of the next athletic season. If a student is a multiple sport athlete, the suspension shall carry over to the next sport.

THIRD OFFENSE

Consequences of a third confirmed positive test result shall be as follows:

1. The District shall hold a required conference with the student/athlete and the student's parent/guardian. The purpose of this meeting shall be to answer any questions regarding the drug-screening policies and procedures as well as to help identify and correct any at-risk behaviors.
2. A minimum of one full calendar year suspension from all athletic contests from the time of the parent/guardian conference. During the suspension the coach may allow the student-athlete to participate in practices, attend team meetings, but may not travel or dress for any contest.
3. The District shall refer the student-athlete to a District-approved counseling program for an assessment which will determine the length of counseling needed for the student. The student must fulfill the recommendation of the counseling program, and provide documentation confirming completion of the program.
4. The student's name shall be placed on the mandatory drug screening list for one calendar year.
5. Community service: A student testing positive for the third time or subsequent time shall be required to perform 20 hours of community service as approved by the campus administration.

FOURTH  
OFFENSE

Any offense beyond a third offense shall be treated as a third offense for the purposes of assigning consequences under this policy before a student regains eligibility to participate in athletics.

A positive test that results in a suspension in excess of the number of athletic contests remaining in the season shall continue with the start of the next athletic season.

STUDENT RIGHTS AND RESPONSIBILITIES  
INTERROGATIONS AND SEARCHES

FNF  
(LOCAL)

APPEALS

A student or parent may appeal a decision made under this policy in accordance with the administrative procedures provided to parents and students outlining the student drug test activity appeals process.

Subject: Resolutions for Sale of Property for Delinquent Taxes

BACKGROUND INFORMATION

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

ADMINISTRATIVE CONSIDERATION

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

ADMINISTRATIVE RECOMMENDATION

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

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tosha Bjork

07-27-17

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

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

**WHEREAS**, potential buyers of property described in Exhibit "A" referenced in Cause No. **22,133-B** come forward through sealed bid submitted to the Smith County Tax Office, and

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

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

**NOW THEREFORE BE IT RESOLVED BY THE**

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

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

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

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

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

Attest:

\_\_\_\_\_  
Secretary

22,133-B

## EXHIBIT "A"

### BID ANALYSIS

Cause #: 22,133-B	
Previous Owner: William D. Fairris	Acct#: 1-80800-0000-00-056000
Bid Amount: \$1,500.00	Judgment Value: \$3,000.00
Bidders Name: Stephen Gilmore	Date of Sale: May 4, 2010
Bidders Address: 16980 CR 46	Date Bid Submitted: June 28, 2017
Tyler, TX 75704	Redemption Expires: November 25, 2010
Sale Recording Date: May 25, 2010	

### PROPERTY DESCRIPTION

LOT 56, UNIT 2, MEADOWLAKE VILLAGE SUBDIVISION, DEED RECORDED IN VOLUME 1673, PAGE 82, SMITH COUNTY, TEXAS.

PROPERTY SITUS OR LOCATION: *Meandering Way*

### JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	1988-2008	\$ 2,613.49
SMITH COUNTY, AND SMITH COUNTY EMER SERV DIST #2	1988-2008	\$ 485.70

**TOTAL: \$3,099.19**

### COSTS

Court Costs	\$726.00 (Payable to District Clerk)
Sheriff's Fees	\$170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$ 54.93 (Payable to Perdue Law Firm)
Title Research:	\$175.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$ 54.00 (Payable to Perdue Law Firm)

**TOTAL: \$1,179.93**

### PROPOSED DISTRIBUTION

Bid Amount:	\$1,500.00	Costs: \$1,179.93
Net to Distribute:	\$320.07	

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.84	\$ 268.86
Smith County and Smith County Emer Serv Dist #2	.16	\$ 51.21

**TOTAL: \$320.07**

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

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

**WHEREAS**, potential buyers of property described in Exhibit "A" referenced in Cause No. 23,233-C come forward through sealed bid submitted to the Smith County Tax Office, and

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

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

**NOW THEREFORE BE IT RESOLVED BY THE**

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

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

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

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

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

Attest:

\_\_\_\_\_  
Secretary

23,233-C

## EXHIBIT "A"

### BID ANALYSIS

Cause #: 23,233-C

Previous Owner: David Harrison

Bid Amount: \$1,800.00

Bidders Name: Benito Hernandez

Acct#: 1-500000366-00-011000

Judgment Value: \$3,550.00

Date of Sale: September 3, 2013

Date Bid Submitted: June 13, 2017

Redemption Expires: March 19, 2014

Bidders Address: 1521 W Claude St.  
Tyler, Texas 75702

Sale Recording Date: September 19, 2013

### PROPERTY DESCRIPTION

BEING LOT 11, OF BLOCK NO. 9 OF NEW CITY BLOCK 366 OF THE CITY OF TYLER, OF THE J.P. PATTERSON'S SECOND ADDITION, DEED RECORDED IN VOLUME 39, PAGE 530, SMITH COUNTY, TEXAS

**PROPERTY SITUS OR LOCATION:** *321 N Hill Ave*

### JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD, CITY OF TYLER	1990-2012	\$ 3,116.95
SMITH COUNTY, AND	1990-2012	\$ 1,712.39
TLER JUNIOR COLLEGE		
		<b>TOTAL: \$4,829.34</b>

### COSTS

Court Costs	\$ 693.00 (Payable to District Clerk)
Sheriff's Fees	\$ 170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$ 51.77 (Payable to Perdue Law Firm)
Title Research:	\$ 200.00 (Payable to Perdue Law Firm)
Deed Recording Fee	\$ 62.00 (Payable to Perdue Law Firm)

**TOTAL: \$1,176.77**

### PROPOSED DISTRIBUTION

Bid Amount:	\$1,800.00	Costs: \$1,176.77
Net to Distribute:	\$623.23	

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD, City of Tyler	.65	\$ 405.10
Smith County and	.35	\$ 218.13
Tyler Junior College		

**TOTAL: \$623.23**

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

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

**WHEREAS,** potential buyers of property described in Exhibit "A" referenced in Cause No. **25,095-A** come forward through sealed bid submitted to the Smith County Tax Office, and

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

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

**NOW THEREFORE BE IT RESOLVED BY THE**

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

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

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

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

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

Attest:

\_\_\_\_\_  
Secretary

25,095-A



## EXHIBIT "A"

### BID ANALYSIS

Cause #: 25,095-A  
Previous Owner: Lawrence Don Johnson  
Bid Amount: \$1,750.00  
Bidders Name: Pedro Mendez  
Acct#: 1-16450-0001-00-003000  
Judgment Value: 11,600.00  
Date of Sale: June 7, 2016  
Date Bid Submitted: June 29, 2017  
Redemption Expires: December 20, 2017  
Bidders Address: 10331 Stoneking Lane  
Tyler, TX 75708  
Sale Recording Date: June 20, 2016

### PROPERTY DESCRIPTION

1.747 ACRES, MORE OR LESS, LOTS 3-7, BLOCK 1, COMANCHE TRAIL SUBDIVISION,  
PART OF THE M.A. LOVE SURVEY, DEED RECORDED IN VOLUME 3797, PAGE 120,  
DEED RECORDS OF SMITH COUNTY.

**PROPERTY SITUS OR LOCATION: CR 1250**

### JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
TYLER ISD	2009-2015	\$ 1,916.81
SMITH COUNTY, TJC AND SMITH COUNTY EMER SEV #2	2009-2015	\$ 816.09
		<b>TOTAL: \$2,732.90</b>

### COSTS

Court Costs	\$ 163.67 (Payable to District Clerk)
Sheriff's Fees	\$ 170.00 (Payable to Smith County Sheriff)
Publication Fee:	\$ 75.48 (Payable to Perdue Law Firm)
Title Research:	\$ 66.67 (Payable to Perdue Law Firm)
Deed Recording Fee	\$ 54.00 (Payable to Perdue Law Firm)

**TOTAL: \$529.82**

### PROPOSED DISTRIBUTION

Bid Amount:	\$1,750.00	Costs: \$529.82
Net to Distribute:	\$1,220.18	

ENTITY	PERCENTAGE	AMOUNT TO DISBURSE
Tyler ISD	.70	\$ 854.13
Smith County and Smith County Emer Serv #2	.30	\$ 366.05

**TOTAL: \$1,220.18**

Subject: Self-Funded Insurance Plan

#### BACKGROUND INFORMATION

Section 22.004 of the Education Code requires school boards to approve a resolution that authorizes a self-funded insurance plan for its employees. The resolution will be sent to the Teacher Retirement System of Texas in a report that verifies the district's compliance with this subsection of the education code. In addition to the resolution, the report will include the schedule of benefits; the premium sheet, including the amount paid by the district and employee; and number of employees covered by each health plan offered by the district.

#### ADMINISTRATION RECOMMENDATION

The administration recommends that the district approve the attached resolution authorizing the self-insurance plans for the district employees and confirming the district's ability to cover the liability assumed by the plans.

#### ACTION REQUIRED

Board Approval

#### CONTACT PERSONS

Tosha Bjork  
Jill Fondren

07-27-17

## **RESOLUTION**

WHEREAS, the Tyler Independent School District wishes to provide a self-insurance plan for the provision of medical, hospital, and other health services available to its employees;

WHEREAS, the district has entered into an agreement with a preferred provider physician and hospital network;

WHEREAS, the district agrees to an open enrollment period beginning on September 1, 2017 for coverage to be effective October 1, 2017 to encourage its employees to join one of the self-insured plans: therefore, be it

RESOLVED that the Board of Trustees has reviewed the district's ability to cover the assumed liability; and be it

RESOLVED FURTHER that the district will provide a copy of this resolution to the executive director of the Teacher Retirement System of Texas as required by Section 22.004 of the Texas Education code.

---

Frederick H. Hager Jr., President  
Tyler ISD Board of Trustees

---

Date

Subject: Tyler ISD Medical Benefit Plan – Employee Premium Rate Changes for Plan Year 2017-2018 for Plans A, B, & HD

### BACKGROUND INFORMATION

In a health care environment that has seen medical care inflation outpacing all other sectors of the United States economy, the Tyler ISD Medical Benefit Plan (“Plan”) has continued to financially outperform TRS Active Care Plans, in which approximately 90% of the Texas Schools are participating. The Affordable Care Act, (ACA) of 2010 has continued to impact the cost of the Health Plan again this past year. The Plan has had to pay such fees as the Patient-Centered Outcomes Research Institute Fee and the Transitional Reinsurance Program Assessment Fee. The Transitional Reinsurance Program Assessment Fee will not be collected by the Federal Government this next Plan year but the Patient-Centered Outcome Fee will continue at least for the next Plan year.

Through analysis, it was determined that the continuing general healthcare inflation cost will impact the Plan in the future, especially in drug costs, as well as the ACA fees required to be paid by the Plan. To keep the Plan on solid financial footing for the upcoming 2017-2018 plan year, October 1, 2017 through September 30, 2018, an approximate five percent increase in the Tyler Health Plan premium rate is recommended. Even with the proposed rate increase, the Tyler ISD premium rates will be significantly below premium rates of TRS-Active Care Plans when compared to similar Tyler ISD medical benefit plans. The Tyler ISD Medical Benefit Plan will still be a positive recruiting advantage even with these premium rate changes.

### ADMINISTRATION CONSIDERATION

Tyler ISD Administration and the Insurance Committee have reviewed, analyzed and deliberated the implications of premium changes and have come to the conclusion that increasing premiums will be necessary for the upcoming plan year.

Since the majority of TISD contracted provider rates are tied to a factor of fixed Medicare rates that increase over the years, the TISD health plan costs also increase. Therefore a five percent premium rate increase seems appropriate.

The projected financial impact of the proposed premium rate increases for Plans A, B, & HD would generate approximately \$311,500 of new revenue for the Plan in 2017-2018.

## Proposed Tyler ISD Plan Premium Rates Compared to TRS-Active Care

### Tyler ISD Plan A Compared to TRS-AC Plan-2

Tyler ISD Plan A Coverage Tiers	TRS-AC-2 Monthly Premium 2017-2018	Tyler ISD Plan A Current Monthly Premium 2016-2017	Tyler ISD Plan A Proposed Monthly Premium 2017-2018	Annual \$ Difference Between TRS-AC 2 & TISD Proposed Plan A 2017-2018	Annual % Difference Between TRS-AC 2 & TISD Proposed Plan A 2017-2018
EE Only	\$489.00	\$286.00	<b>\$300.00</b>	\$2,268.00	63%
EE & Spouse	\$1,469.00	\$629.00	<b>\$660.00</b>	\$9,708.00	123%
EE & Child(ren)	\$837.00	\$505.00	<b>\$530.00</b>	\$3,684.00	58%
EE & Family	\$1,779.00	\$865.00	<b>\$908.00</b>	\$10,452.00	96%

*\* TRS Active Care & TISD Premiums are reduced by the District Contributions*

### Tyler ISD Plan B Compared to TRS-AC Select Plan

Tyler ISD Plan B Coverage Tiers	TRS-AC-Select Monthly Premium 2017-2018	Tyler ISD Plan B Current Monthly Premium 2016-2017	Tyler ISD Plan B Proposed Monthly Premium 2017-2018	Annual \$ Difference Between TRS-AC Select & TISD Proposed Plan A 2017-2018	Annual % Difference Between TRS-AC Select & TISD Proposed Plan A 2017-2018
EE Only	\$289.00	\$174.00	<b>\$183.00</b>	\$1,272.00	58%
EE & Spouse	\$1,039.00	\$426.00	<b>\$447.00</b>	\$7,104.00	132%
EE & Child(ren)	\$609.00	\$343.00	<b>\$360.00</b>	\$2,988.00	69%
EE & Family	\$1,364.00	\$606.00	<b>\$636.00</b>	\$8,736.00	114%

*\* TRS Active Care & TISD Premiums are reduced by the District Contributions*

### Tyler ISD HD Plan Compared to TRS-AC HD Plan

Tyler ISD Plan HD Coverage Tiers	TRS-AC-HD Monthly Premium 2017-2018	Tyler ISD Plan HD Current Monthly Premium 2016-2017	Tyler ISD Plan HD Proposed Monthly Premium 2017-2018	Annual \$ Difference Between TRS-AC HD & TISD Proposed Plan A 2017-2018	Annual % Difference Between TRS-AC HD & TISD Proposed Plan A 2017-2018
EE Only	\$126.00	\$94.00	<b>\$95.00</b>	\$372.00	33%
EE & Spouse	\$766.00	\$371.00	<b>\$390.00</b>	\$4,512.00	96%
EE & Child(ren)	\$446.00	\$269.00	<b>\$282.00</b>	\$1,968.00	58%
EE & Family	\$1,091.00	\$533.00	<b>\$560.00</b>	\$6,372.00	95%

*\* TRS Active Care & TISD Premiums are reduced by the District Contributions*

Tyler ISD Medical Plans A, B & HD proposed premiums are significantly lower than the TRS-Active Care Premiums, with comparable benefits though Tyler's Plan A & B benefits. As an example, see below.

<b>Year 2017-18</b>	<b>TRS-AC Plan 2</b>	<b>Tyler ISD Plan A</b>
<b>In-Network Deductible</b>		
Individual	\$ 1,000	\$ 150
Family	\$ 3,000	\$ 450

<b>Year 2017-18</b>	<b>TRS-AC Select</b>	<b>Tyler ISD Plan B</b>
<b>In-Network Deductible</b>		
Individual	\$ 1,200	\$ 700
Family	\$ 3,600	\$ 2,100

<b>Year 2017-18</b>	<b>TRS-AC Plan 2</b>	<b>Tyler ISD Plan A</b>
<b>In-Network Max Out-of-Pocket</b>		
Individual	\$ 7,150	\$ 1,300
Family	\$14,300	\$ 3,900

<b>Year 2017-18</b>	<b>TRS-AC Select</b>	<b>Tyler ISD Plan B</b>
<b>In-Network Deductible</b>		
Individual	\$ 7,150	\$ 2,300
Family	\$14,300	\$ 6,900

#### ADMINISTRATION RECOMMENDATION

That the Board approve the proposed employee premium rate increase for Plans A, B and HD for the coming Plan year 2017-2018.

#### ACTION REQUIRED

Board Approval

#### CONTACT PERSONS

Tosha Bjork  
Jill Fondren

07-27-17

Subject: District Telephone System Purchase

### BACKGROUND INFORMATION

Tyler ISD purchased a voice over IP (VoIP) telephone system for the district in August 2004. The current phone system is no longer supported and cannot be upgraded. The 2013 bond program began the process of converting to a new Cisco brand VoIP phone system with installations at the CTC and Three Lakes Middle School.

### ADMINISTRATIVE CONSIDERATION

An RFP was issued to provide a new phone system for all district facilities except for CTC and Three Lakes Middle School. The following proposals for the VoIP telephone systems were received and evaluated on the basis of price, quality, resources, financial stability, and K-12 experience.

Netsync Network Solutions (Option 1)	\$1,506,402.80
Netsync Network Solutions (Option 2)	\$1,486,704.80
Encore Technology Group (Option 1)	\$1,520,927.36
Encore Technology Group (Option 2)	\$1,460,202.73
Presidio Networked Solutions Group	\$1,465,416.04

TISD Technology staff reviewed the proposals. The proposals were then ranked and the vendor that offered the best value, support and implementation expertise was unanimously selected.

### ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board approve a contract for the VoIP telephone systems for the district in the amount of \$1,465,416.04 with Presidio Networked Solutions Group. The price includes 5 years of software, hardware and technical support. Funding for the project will be provided by the general fund.

### ACTION REQUIRED

Board Approval

### CONTACT PERSONS

Tosha Bjork  
John Orbaugh

07-27-17

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-141830

Date Filed:  
12/01/2016

Date Acknowledged:

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

Presidio Network Solutions Group LLC  
Lewisville, TX United States

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

Tyler Independent School District

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

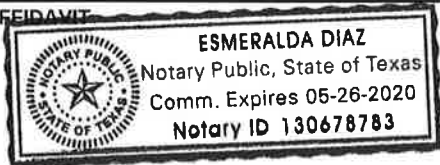
1003116606659  
Voice Project

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

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



**6 AFFIDAVIT**



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Julie Brasher, this the 1<sup>st</sup> day of Dec, 2016, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Esmeralda Diaz  
Printed name of officer administering oath

Receptionist  
Title of officer administering oath



Subject: Microsoft Volume License Agreement

### BACKGROUND INFORMATION

TISD utilizes Microsoft operating systems and software on all district computers and file servers. The district has first purchased a volume license agreement in June 2010 and has continually maintained it. The original volume license cost to the district in 2010 was \$159,000. The volume license agreement (VLA) enables the district to supply the most current version of Microsoft products to our students and staff.

### ADMINISTRATIVE CONSIDERATION

The Microsoft VLA provides licenses for all of the widely used Microsoft products including MS Office Professional, Exchange E-mail Client Access, Virtual Desktop Access, and file server operating systems. The VLA provides continual upgrades for Microsoft products as they are released. A new 15 month Microsoft Volume License Agreement will align the end of the agreement with the start of a new fiscal year. Following the end of the proposed 15 month agreement the district will entertain a longer agreement for these products.

The new license agreement also provides a low cost employee purchase program for Microsoft Office Professional, no-cost access to Microsoft Office 365 for all TISD staff and students, and free on-line training for students and staff in the use of Microsoft products.

### ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board approve the purchase of the Microsoft Volume License Agreement in the amount of \$177,073.10 from SHI Government Solutions – DIR Contract # DIR-SDD-2503. Funds provided by the regular budget.

### ACTION REQUIRED

Board Approval

### CONTACT PERSONS

Tosha Bjork  
John Orbaugh

07-27-17

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-234224

Date Filed:  
07/10/2017

Date Acknowledged:

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

SHI Government Solutions  
Austin, TX United States

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

Tyler Independent School District

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

DIR-SDD-2503  
Microsoft EES- Enrollment Number 6695782

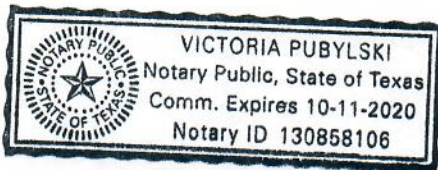
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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



**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Alicia Jones, this the 11<sup>th</sup> day of July, 2017, to certify which, witness my hand and seal of office.

*V. Pubyalski*  
Signature of officer administering oath

Victoria Pubyalski  
Printed name of officer administering oath

Manager  
Title of officer administering oath

Subject: Virtual Desktop Computers for Hubbard Middle School

### BACKGROUND INFORMATION

The computers in the Hubbard Middle School labs have an average age of 12 years. While the units work well as a virtual desktop, their bulky CPUs and small monitors do not work well in a modern computing environment and replacement parts are expensive.

### ADMINISTRATIVE CONSIDERATION

The Technology Department has been replacing old PCs with Dell Wyse 5050 zero clients during the past school year. These all-in-one units feature a 24" flat panel and small footprint. They have worked very well and teachers reported that the students were excited and engaged with the new technology. A quote was prepared to replace 120 of the old PCs at Hubbard at a cost of \$47,880.00. The expected life cycle for a zero client is twelve to fifteen years as these are solid state devices with no moving parts to wear out.

### ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board approve the purchase of 120 Dell Wyse 5050 zero clients for Hubbard Middle School at a cost of \$47,880.00 from Dell, Inc. under DIR Contract # DIR-SDD-1951. Funding for the purchase is provided by the regular budget.

### ACTION REQUIRED

Board Approval

### CONTACT PERSONS

Tosha Bjork  
John Orbaugh

07-27-17

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-230116

Date Filed:  
06/28/2017

Date Acknowledged:

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

Dell Marketing L.P.  
Round Rock, TX United States

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

Tyler Independent School District

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

20170727-01  
Wyse 5050 AIO PColP Zero Client

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dell, Michael	Round Rock, TX United States	X	

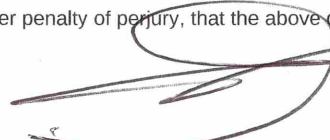
5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

**BRETTA YOUNG, Notary Public**  
**Newaygo County, State of Michigan**  
**My Commission Expires 07/26/2019**  
**Acting in Muskegon County**



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cynthia B. Radel, this the 28th day of June, 20 17, to certify which, witness my hand and seal of office.

  
Signature of officer administering oath

Bretta Young  
Printed name of officer administering oath

Branch Manager  
Title of officer administering oath

Subject: Purchase of two New Maintenance Vehicles

#### BACKGROUND INFORMATION

Our Maintenance Department has a fleet of forty-six vehicles. The fleet is mainly a combination of vans and pickup trucks. It has come to the administration's attention that two of these vehicles have an immediate replacement need.

#### ADMINISTRATION CONSIDERATION

It is no longer cost effective to repair these two vehicles as opposed to purchasing new ones. The Maintenance Department solicited proposals for the vehicle replacements and the bids were returned below:

Vendor	Vehicle	Quantity	Price
Tyler Ford			
	2017 Ford F-350 Crew Cab XL 4x2 SRW (with Knapheide Utility Bed)	2	\$66,650.00
Hall Buick GMC			
	2017 HD2500 Regular Cab 4x2 (with Knapheide Utility Bed and ladder rack)	2	\$63,234.00

#### ADMINISTRATION RECOMMENDATION

The administration recommends that the Board of Trustees approve the purchase of the two vehicles from Hall Buick GMC in the total amount of \$63,234.00 to be paid using Maintenance Vehicle Purchase funds.

#### ACTION REQUIRED

Board Approval

#### CONTACT PERSON

Tosha Bjork  
Tim Loper  
Robert Grant

07-27-17

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-234177

Date Filed:  
07/10/2017

Date Acknowledged:

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

Hall Buick GMC  
Tyler, TX United States

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

Tyler Independent School District

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

8905  
Motor vehicle

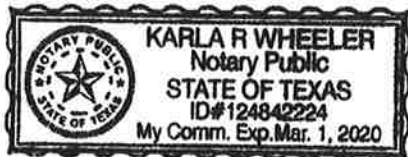
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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



### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Rod Anderson*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Rod Anderson, this the 10 day of July, 2017, to certify which, witness my hand and seal of office.

*Karla R Wheeler* Karla R Wheeler

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

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

#### BACKGROUND INFORMATION

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

#### ADMINISTRATIVE CONSIDERATION

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

#### ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board approve the 2017-2018 Interlocal Agreement between Tyler ISD and Smith County Juvenile Board.

#### ACTION REQUIRED

Board approval

#### CONTACT PERSON

Rawly Sanchez

07-27-17



## TISD Interlocal with Smith County Schools- [2017-2018]

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

### **TISD DISTRICT RESPONSIBILITIES:**

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



## TISD Interlocal with Smith County Schools- [2017-2018]

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

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

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

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

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

## TISD Interlocal with Smith County Schools- [2017-2018]

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

### **TERM**

This Interlocal Agreement shall be in effect beginning August 15, 2017, and may be reviewed annually. Either party to this Interlocal Agreement must give the other party written notification of intent to modify or terminate said agreement within thirty (30) days prior to taking such action.

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

*Superintendent's Signature* \_\_\_\_\_ from

Tyler Independent School District

TYLER INDEPENDENT SCHOOL DISTRICT

*Board President/Signature* \_\_\_\_\_, Frederick H. Hager, Jr.

Subject: 2017-2018 Memorandum of Understanding (MOU) for the Dual Credit Program with Tyler Junior College (TJC)

### BACKGROUND INFORMATION

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

### ADMINISTRATIVE CONSIDERATION

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

### ADMINISTRATIVE RECOMMENDATION

The administration recommends the adoption of this Memorandum of Understanding between Tyler Junior College and Tyler ISD for the 2017-2018 Dual Credit Program.

### ACTION REQUIRED

Board approval

### CONTACT PERSONS

Christy Hanson, Ed. D.  
Gary Brown

07-27-17



## **Memorandum of Understanding for the Dual Credit Program**

**TYLER JUNIOR COLLEGE, A PUBLIC JUNIOR COLLEGE AUTHORIZED UNDER THE Laws of the State of Texas** (herein called "The College" or "TJC") and **Tyler Independent School District** (herein called "School District") enter the following contract for the 2017-2018 school year and for the terms of which WITNESS THE FOLLOWING:

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to facilitate cooperation between TJC and the School District in the provision of Dual Credit courses for qualified students. Operating procedures and guidelines for specific programs are addressed through the Dual Credit Manual maintained by TJC.
2. **PROVISION OF ELIGIBLE COURSES:** TJC will issue transcripts when the Dual Credit courses have been completed.
  - a. Courses must be identified as
    - i. College-level academic courses (based on the current edition of TJC's Catalog and TAC 19, Part 1, Chapter 4, Subchapter D, §4.85) OR.
    - ii. Workforce education courses (based on the current edition of the Workforce Education Course Manual).
  - b. Instruction, instructional materials, and grading must be at the equivalent level of instruction, instructional materials, and grading used for the identical course taught on the campuses of TJC. The determination of the equivalence of instruction, instructional materials, and grading rests with the appropriate TJC department chair.
3. **RESPONSIBILITIES**

### **Tyler Junior College is responsible for:**

- a. Providing a college-credit course that is the equivalent to a course offered on the campuses of TJC.
- b. Providing an orientation for the classroom instructor.
- c. Paying instructors (see Dual Credit Manual).
- d. Periodically evaluating all faculty members. A representative of TJC will visit the high school campus during the term of this contract to administer an evaluation instrument. The results of that evaluation will be available through the TJC website.
- e. Registering qualified students.
- f. Providing a syllabus for each course.
- g. Posting grades based on the TJC grading system to the student's transcript no later than five (5) work days after the conclusion of the school district's semester once grades have been received from the high school instructor. (Six weeks grades are not given.)

- h. Maintaining documentation pertaining to the enrollment of high school students in more than two college courses per semester. High school students may enroll in up to two college courses per semester without additional school/parental/college signatures; however, the College's provost or designee and the high school principal or designee and the student's parent must approve enrollment in more than two college courses if the student's college GPA falls below 3.0.

**The School District is responsible for:**

- a. Ensuring that tuition and books are paid, if applicable.
- b. Working with the TJC School District Partnerships Office in scheduling courses.
- c. Guaranteeing that TJC courses meet the required number of contact hours: 3 hr. course (48hr./sem.), 4 hr. non-lab (64 hrs./sem.), and 4 hr. w/lab (96 - 112 hrs./sem., depending upon course), for example.
- d. Communicating with TJC in a timely manner when a student has been dropped from a course.
- e. Communicating with TJC in a timely manner when a student has moved from the School District.
- f. Providing TJC's School District Partnerships Office with a high school calendar, bell schedule, and master schedule prior to the beginning day of each semester in which a TJC course will be taught on the high school campus.
- g. Maintaining the required individual class size as established by TJC. A minimum enrollment of fifteen (15) students is expected with maximum enrollments as indicated below. Exceptions to enrollment minimum and maximum allotments require TJC department chair approval.
  - 1) ARTS - 25
  - 2) DRAM - 25
  - 3) ENGL - 25
  - 4) EDUC - 30
  - 5) Foreign Language - 18
  - 6) HIST/GEOG - 35
  - 7) GOVT/ECON - 35
  - 8) Life/Physical Sciences - varies by course; per TJC department chair
  - 9) MATH - varies by course; per TJC department chair
  - 10) SOCI/PSYC - 40
  - 11) SPCH - 25
- h. Sending a copy of the class syllabus for each class taught by School District faculty to the appropriate department chair at TJC. This must be done in accordance with established TJC deadlines.
- i. Sending a copy of the final exam for each class taught by School District faculty to the appropriate department chair at TJC. This must be done at the end of each semester.
- j. Maintaining discipline in the high school classroom environment.
- k. Providing the name, email address, and phone number of the primary contact person(s) from the School District and site director with whom TJC personnel can communicate regarding the Dual Credit Program at the School District's site.

**Dual Credit Faculty are responsible for:**

- a. Adhering to TJC policies, course syllabi, handbooks, and standards, including but not limited to the TJC Dual Credit policies and/or handbooks.
- b. Working with the TJC department chairs to ensure that the quality of instruction is maintained.
- c. Ensure the course goals and standards are understood and that course guidelines are followed. Teaching assigned courses with the same level of rigor as a regular college course according to approved course syllabi and learning outcomes associated with course [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (f)].

- d. Providing each student with a syllabus/class outline that explains the expectations of the instructor, learning outcomes, attendance policy, academic honesty policy, and other information needed by the student. (Examples: timelines, required class materials, outside assignments, etc.).
  - e. Checking student enrollment/rosters in the course.
  - f. Arriving on time for class.
  - g. Maintaining control of the class.
  - h. Meeting all TJC deadlines for submission of class rosters, student grade reports, enrollment/no-show reports, etc.
  - i. Maintaining accurate attendance records for all classes.
  - j. Assigning grades in accordance with TJC policy.
  - k. Maintaining a copy of grades for each Dual Credit class at the high school.
  - l. Attending faculty meetings and other special meetings required by TJC.
  - m. Providing the College with updated Curriculum Vitae, including educational and workforce history.
  - n. Participating in evaluation procedures in relation to the above stated requirements under this agreement. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2) and Southern Association of Colleges and Schools, Principles of Accreditation. 3.7.2].
4. **COMPOSITION OF CLASS:** To ensure curricular consistency as well as college-level academic rigor, co-seating of Dual Credit students with non-Dual Credit students is not allowed in TJC Dual Credit classes unless there is a “clear and compelling reason” for doing so (SACSCOC). The justification should be curricular or academic in nature.

Any school wishing to co-seat other students in a TJC Dual Credit class must submit a request and/or justification in writing at least forty-five (45) days prior to the beginning of the term to the TJC department chair who is responsible for the course. If approved by the department chair, the request must then be submitted to the division dean for consideration. Any request approved both by the department chair and the dean must be submitted to the provost for final approval.

5. **COURSE COMPLIANCE:** Designated TJC personnel will monitor the quality of instruction in order to assure compliance with the standards established by the State of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), TJC, and the School District. The College will ensure that a Dual Credit course and the corresponding course offered at the campus of the College are equivalent with respect to learning outcomes.
6. **SELECTION OF INSTRUCTORS:** In most cases, instructors will be employees of the School District and will meet the applicable hiring standards of the district. TJC will be responsible for adhering to all requirements of the credentialing process as set forth by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). The approval process for a Dual Credit faculty member who will teach a Dual Credit course will be consistent with the standards used to hire a faculty member for the course taught on the TJC campuses. The department chair has full authority to interview and to make the final decision based on credentials, teaching experience, presentation, subject knowledge, and other instructional factors related to the subject matter. A high school teacher who is identified as a prospective Dual Credit faculty member must be approved by the TJC department chair in the teaching discipline. His or her selection should then be communicated to the School District Partnership Office and the Office of Human Resources. Dual Credit faculty must meet the same qualifications as TJC faculty in their areas of instruction. The TJC department chair will have the option to conduct multiple observations during the first year that the instructor is teaching the Dual Credit course. The time for observations should be coordinated with the Dual Credit faculty member prior to the observation. All Dual Credit faculty will have a minimum of one observation per year; however, the department chair has the option to conduct additional

observations each semester as part of the monitoring process. Dual Credit faculty will be evaluated using the same process as other TJC faculty.

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

**Payment of Tuition and Fees:**

Check the options below that apply to your district:

- ☐ Site agrees to pay full tuition and fees per enrollment.
- ☒ Site agrees to pay half tuition of economically disadvantaged students and TJC pays half tuition.
- ☐ Site agrees to pay half tuition and fees per enrollment.
- ☐ Site agrees that students shall pay full tuition and fees.
- ☐ Other arrangements/specific amounts paid by district.

(Please list): \_\_\_\_\_

**LATE REGISTRATION:**

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

9. **BOOKS AND SUPPLEMENTAL MATERIALS:** All textbooks, equipment, and supplemental materials required for classes as determined by this agreement are the responsibility of the School District.

**Payment of Textbooks:**

Check one of the options below that applies to your district:

- ☒ School District agrees to purchase textbooks and relevant instructional supplies *for economically disadvantaged students.*
- ☐ School District agrees that students shall purchase textbooks and relevant instructional supplies.

10. **STUDENT ELIGIBILITY:** In order for a student to be admitted to the Dual Credit Program, he or she must meet the following eligibility requirements:

- a. Be in grades 9-12 and meet all eligibility requirements according to the THECB guidelines.

- b. A student may enroll only in those Dual Credit courses for which the student has demonstrated eligibility. In the event of conflict, the THECB rules govern.
11. **STUDENT ENROLLMENT & STUDENT SUPPORT SERVICES AVAILABILITY:** Upon mutual agreement, TJC will conduct enrollment registration at the School District site for all qualified students. Students in Dual Credit classes will be eligible to utilize all TJC student services. Students must follow the TJC Student Handbook rules when accessing on-campus services.
- a. Students must successfully complete courses with a grade of “C” or better to be eligible to enroll in subsequent courses.
  - b. Regular policies applicable to courses taught at the College’s campus must also apply to Dual Credit courses. These policies include the appeal process for disputed grades, the drop policy, the communication of the grading policy to students, when the syllabus must be distributed, etc.
  - c. Students in Dual Credit courses must be eligible to utilize the same or comparable support services that are afforded college students on the TJC campuses. The College is responsible for ensuring timely and efficient access to such services, to learning materials, and to other benefits for which the student may be eligible.
  - d. For Dual Credit courses, college credit should be transcribed immediately upon a student’s completion of the performance required in the course.
12. **FUNDING:**
- a. State funding for college courses offered for Dual Credit will be available to both the School District and TJC based on current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (i)(1)]
  - b. TJC may claim funding only for students getting college credit in Core curriculum, career and technical education, and foreign language Dual Credit courses. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (i)(2)]
13. **INSTRUCTIONAL CALENDAR:** TJC’s Dual Credit Program schedule will comply with the School District’s instructional calendar.
14. **MODIFICATION OF AGREEMENT:** This MOU may be amended by mutual written agreement of both parties.
15. **TERMINATION OF AGREEMENT:** TJC and the School District reserve the right to terminate this MOU upon service of written notice to the other party ninety (90) days prior to the day of termination. In this event, the date of termination will be the day after the end of the semester during which the ninety (90) day period expires.
16. **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.

17. **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.
18. **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*.
19. **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.
20. **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.
21. **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.

22. **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.
23. **TOBACCO POLICY:** TJC provides a friendly, tobacco-free environment at all of its campuses and satellite facilities.
24. **WEAPONS POLICY:** Texas Penal Code 46.03 Places Weapons Prohibited and Penal Code 46.035 Unlawful Carrying of a Handgun by License Holder identify premises where handguns are not permitted by Texas Statutes.

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


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

25. **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.

26. **SIGNATURES:**

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

EXECUTED IN TWO (2) original counterparts on this \_\_\_\_\_ day of \_\_\_\_\_.

  
\_\_\_\_\_  
Dr. Mike Metke,  
President  
Tyler Junior College

\_\_\_\_\_  
Dr. Marty Crawford  
Superintendent,  
Tyler Independent School District

  
\_\_\_\_\_  
Ann Brookshire  
President, Board of Trustees  
Tyler Junior College

\_\_\_\_\_  
Rev. Fritz Hager Jr.  
President, Board of Trustees  
Tyler Independent School District

**PLEASE RETURN THE SIGNED ORIGINAL MEMORANDUM OF UNDERSTANDING TO:**

**TYLER JUNIOR COLLEGE  
Director of School District Partnerships  
Katherine Elmore  
PO Box 9020  
Tyler, TX 75711-9020**

Subject: Service Agreement between Janice McDaniel for Therapeutic Horseback Riding, Equine Assisted Growth and Learning Association (EAGALA) sessions, Equine Assisted Activities, Horses and Tack and Tyler Independent School District

#### BACKGROUND INFORMATION

Tyler ISD and Janice McDaniel wish to enter into an agreement for the 2017-2018 school year for Therapeutic Horseback Riding, Equine Assisted Growth and Learning Association (EAGALA) sessions, and with Equine Assisted Activities. These services are provided to the students at the Wayne D. Boshears Center for Exceptional Programs and other students in Tyler ISD. Additional services may be provided to the Wayne D. Boshears Center for procedural training in proper procedures for persons who assist with the Therapeutic Horseback Riding, Equine Assisted Growth and Learning Association (EAGALA), or with Equine Assisted Activities. The agreement defines the responsibilities assigned to each party. These activities have been provided to the Wayne D. Boshears Center for Exceptional Programs for over ten years.

#### ADMINISTRATIVE CONSIDERATION

The agreement has been reviewed by representatives from Tyler ISD, the Wayne D. Boshears Center and the Tyler ISD Special Education Department. The list of services provided by Janice McDaniel and Tyler ISD are defined within the service agreements.

#### ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board approve the Service Agreement between Janice McDaniel and Tyler Independent School District for the 2017-2018 school year.

#### ACTION REQUIRED

Board approval

#### CONTACT PERSON

Rawly Sanchez  
Christy Hanson, Ed.D.  
Leslie Brinkman George, Ph.D.  
Brooke Parker

07-27-17

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-64872

Date Filed:  
06/02/2016

Date Acknowledged:

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

Janice McDaniel  
Lindale, TX United States

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

Tyler Independent School District

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

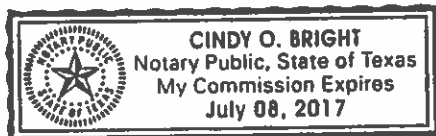
NA  
Equine Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McDaniel, Janice	Lindale, TX United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Janice McDaniel*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said *Janice McDaniel* this *2* day of *June*  
20 *16*, to certify which, witness my hand and seal of office.

*Cindy O. Bright* *Cindy O. Bright*  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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

### BACKGROUND INFORMATION

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

### ADMINISTRATIVE CONSIDERATION

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

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

The ***Boys and Girls Club of East Texas*** provides fun, high quality and enriching after-school care for children ages kindergarten through 5<sup>th</sup> grade. The program is uniquely designed to give children a safe place to play, to learn and grow, to foster encouraging relationships with caring role models and to build character and confidence in the students who participate. The staff of the Boys and Girls Club of East Texas work collaboratively with Tyler ISD, Curriculum and Instruction and campus staff to help students with homework and build academic skills. The Boys and Girls Club of East Texas will be at the following campuses for the 2017-2018 school year.

- Austin
- Bell
- Birdwell
- Caldwell
- Clarkston
- Dixie
- Douglas
- Griffin
- Jack
- Orr
- Owens
- Ramey
- Rice

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

***Rose City Summer Camps*** is a partnership that brings the fun and excitement of summer camp and the academics of a great summer program to the students of Tyler. The convenience of hometown meets the adventure of summer camp for challenging and fun-filled experiences aimed at building character and preventing the “summer slide” academically. Rose City Summer Camps combine the energetic ministry of young people at The Mentoring Alliance with the expertise of Tyler ISD teachers to produce a summer program like no other.

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

#### ADMINISTRATIVE RECOMMENDATION

The administration recommends the Board approve the attached Memorandum of Understanding between The Mentoring Alliance and Tyler Independent School District for the 2017-2018 school year.

#### ACTION REQUIRED

Board Approval

#### CONTACT PERSON

Rawly Sanchez

07-27-17



THE MENTORING ALLIANCE



**ROSE CITY**  
SUMMER CAMPS



**BOYS & GIRLS CLUBS**  
OF EAST TEXAS



**gospelvillage**

**TO:** DR. MARTY CRAWFORD  
**FROM:** KEVIN EAST  
**SUBJECT:** MEMORANDUM OF UNDERSTANDING FOR 2017-2018 SCHOOL YEAR  
**DATE:** JULY 17, 2017

This Memorandum of Understanding (the Memorandum) is made on this July 17, 2017 by and between Tyler Independent School District, of 1319 Earl Campbell Parkway, Tyler, Texas 75701, hereinafter referred to as Tyler ISD and The Mentoring Alliance, of 504 W. 32nd St., Tyler, Texas 75702 hereinafter referred to as TMA. TMA is comprised of three unique, yet overlapping programs. They are: Rose City Summer Camps' summer programs hereinafter referred to as Camp, the Boys & Girls Clubs of East Texas' after-school program hereinafter referred to as the BGCET and Gospel Village mentoring program hereinafter referred to as Gospel Village.

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

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

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

#### **Purpose**

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

#### **Obligations of the Partners**

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

#### **Rose City Summer Camps Cooperation**

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

##### **A. Services to be rendered by Tyler ISD include:**

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



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

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

**Boys & Girls Clubs of East Texas Cooperation**

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

**A. Services to be rendered by Tyler ISD include:**

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

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

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

**Gospel Village Cooperation**

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

**A. Services to be rendered by Tyler ISD include:**

1. Provide campus counselor as contact person to recruit mentees from partnered campuses
2. Provide pertinent student data information for program evaluation purposes

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

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

**Communication Strategy**

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

**Liability**

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

**Dispute Resolution**

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

**Notice**

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

**Governing Law**

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

**Assignment**

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

**Amendment**

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

**Severability**

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

**Prior Memorandum Superseded**

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

**Understanding**

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

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

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

**Signatories**

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

---

Dr. Marty Crawford, Superintendent  
Tyler Independent School District

Date



7/17/17

---

Kevin East, President  
The Mentoring Alliance

Date

Subject: Purchase of Early Rising Readers and Vamos a Leer! classroom kits for all PreK classrooms

### BACKGROUND INFORMATION

The Tyler ISD PreK—Grade 3 Literacy Plan is focused on improving student outcomes for all Tyler ISD students in the area of early literacy and providing all students with an evidence-based, aligned curriculum.

Curriculum alignment and resources are essential to developing a viable and guaranteed curriculum for all of our PreK students. As the district identifies literacy areas for enhancement, it is necessary to provide needed resources to teachers that will enhance and support current classroom resources.

### ADMINISTRATIVE CONSIDERATION

Benchmark Education Company offers English and Spanish literacy materials for Prekindergarten. The classroom kits, Early Rising Readers and Vamos a Leer! will support and enhance the PreK literacy curriculum alignment. Classroom kits assist teachers in teaching early reading concepts and foundational reading skills with leveled texts. The kit also provides PreK teachers with running records to assess student's progress toward reading goals. Teacher training on how to best implement and utilize the kits is included in the purchase with follow-up training available throughout the school year. Teacher training for utilizing the kits will be provided prior to August 31, 2017.

### FISCAL IMPACT

Funds from the High Quality PreK Grant will be used to purchase the Early Rising Readers and Vamos a Leer! classroom kits for all prekindergarten classrooms (English and Spanish), as well as, a training kit for Curriculum and Instruction and the Special Education Department.

### ADMINISTRATIVE RECOMMENDATION

The Administration recommends approval of the purchase of Early Rising Readers and Vamos a Leer! for all PreK classrooms in the amount of \$109,807.50.

### ACTION REQUIRED

Board Approval

### CONTACT PERSONS

Christy L. Hanson Ed.D.  
Stacy Pineda

07-27-17

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-240357

Date Filed:  
07/24/2017

Date Acknowledged:

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

Benchmark Education Company LLC  
New Rochelle, NY United States

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

Tyler ISD

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

1234  
instructional materials

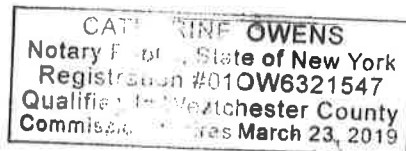
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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



**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Brittani Raulerson*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Brittani Raulerson, this the 24<sup>th</sup> day of July, 2017, to certify which, witness my hand and seal of office.

*Catherine Owens*

Signature of officer administering oath

Catherine Owens

Printed name of officer administering oath

Contracts Administrator

Title of officer administering oath

Subject: Athletic Update – 2016-2017 Season

Information will be discussed at the meeting.

ACTION REQUIRED

Discussion only

CONTACT PERSON

Greg Priest

07-27-17

Subject: Quarterly Investment Report  
March 1, 2017 thru May 31, 2017

**BACKGROUND INFORMATION**

The investment policy for Tyler Independent School District requires a quarterly written report to the Board of investment transactions for all funds covered by the Public Funds Investment Act.

**ADMINISTRATIVE CONSIDERATION**

The district's funds for the quarter were invested in the Lone Star, Texas Daily, and Texpool Investment Pools, and Southside Bank Money Market and NOW accounts, and TD Ameritrade. The Tyler Independent School District maintains compliance with the revised investment policy.

**ADMINISTRATIVE RECOMMENDATION**

Information only

**ACTION REQUIRED**

None

**CONTACT PERSON**

Tosha Bjork  
Mary Russell

07/27/17



**Tyler ISD**  
**Portfolio Management**  
**Portfolio Summary**  
**May 31, 2017**

TCG Advisors, LP  
900 S Capital of Texas Hwy  
350  
Austin, TX 78746  
(512)600-5200

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Certificates of Deposit - Bank	750,000.00	749,232.50	750,032.72	0.71	730	318	1.005
Federal Agency Coupon Securities	2,660,000.00	2,656,820.20	2,660,261.07	2.51	714	286	1.012
Municipal Bonds	20,610,000.00	20,709,981.45	20,784,582.13	19.59	693	256	0.975
Investment Pools	60,668,045.84	60,668,045.84	60,668,045.84	57.19	1	1	0.995
Money Market Accounts	917,391.71	917,391.71	917,391.71	0.86	1	1	0.010
Checking Accounts	20,302,103.58	20,302,103.58	20,302,103.58	19.14	1	1	0.704
<b>Investments</b>	<b>105,907,541.13</b>	<b>106,003,575.28</b>	<b>106,082,417.05</b>	<b>100.00%</b>	<b>160</b>	<b>60</b>	<b>0.927</b>

**Cash and Accrued Interest**

Accrued Interest at Purchase		262.21	262.21				
Subtotal		262.21	262.21				
<b>Total Cash and Investments</b>	<b>105,907,541.13</b>	<b>106,003,837.49</b>	<b>106,082,679.26</b>		<b>160</b>	<b>60</b>	<b>0.927</b>

<b>Total Earnings</b>	<b>May 31 Period Ending</b>
Current Year	274,499.38
<b>Average Daily Balance</b>	<b>123,186,977.80</b>
<b>Effective Rate of Return</b>	<b>0.88%</b>

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Tyler ISD is in compliance with the provisions of the Government Code 2256 and with the stated policies and strategies of Tyler ISD.

  
\_\_\_\_\_  
Mary Russell, CPA, RTSBA, Exec Director of Financial Svcs

  
\_\_\_\_\_  
Tosha Bjork, CPA, RTSBA, Chief Financial Officer

Reporting period 03/01/2017-05/31/2017

Run Date: 06/21/2017 - 16:42

No fiscal year history available

Portfolio TISD  
AP  
PM (PRF\_PM1) 7.3.0  
Report Ver. 7.3.5





**Tyler ISD**  
**Fund CAP INV - Capital Investment**  
**Investments by Fund**  
**May 31, 2017**

TCG Advisors, LP  
 900 S Capital of Texas Hwy  
 350  
 Austin, TX 78746  
 (512)600-5200

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Checking Accounts</b>											
1445901	10066	Southside Bank	02/01/2017	6,715,833.31	6,715,833.31	6,715,833.31	0.660	0.650	0.660		1
<b>Subtotal and Average</b>				<b>6,715,833.31</b>	<b>6,715,833.31</b>	<b>6,715,833.31</b>		<b>0.651</b>	<b>0.660</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>6,715,833.31</b>	<b>6,715,833.31</b>	<b>6,715,833.31</b>		<b>0.651</b>	<b>0.660</b>		<b>1</b>

**Fund CP13 - Capital Projects 2013**  
**Investments by Fund**  
**May 31, 2017**

Page 2

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Investment Pools</b>											
555001	10002	Lone Star Corp Overnight Plus	02/01/2017	9,056,772.14	9,056,772.14	9,056,772.14	1.010	0.996	1.010		1
<b>Subtotal and Average</b>				<b>9,056,772.14</b>	<b>9,056,772.14</b>	<b>9,056,772.14</b>		<b>0.996</b>	<b>1.010</b>		<b>1</b>
<b>Checking Accounts</b>											
1631667	10068	Southside Bank	02/01/2017	4,819,623.98	4,819,623.98	4,819,623.98	0.910	0.897	0.910		1
<b>Subtotal and Average</b>				<b>4,819,623.98</b>	<b>4,819,623.98</b>	<b>4,819,623.98</b>		<b>0.898</b>	<b>0.910</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>13,876,396.12</b>	<b>13,876,396.12</b>	<b>13,876,396.12</b>		<b>0.962</b>	<b>0.975</b>		<b>1</b>

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**Fund DS - Debt Service  
Investments by Fund  
May 31, 2017**

Page 3

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Federal Agency Coupon Securities</b>											
3130A7H73	10057	Federal Home Loan Bank Deb	03/30/2016	1,360,010.36	1,360,000.00	1,358,055.20	1.000	0.986	0.999	03/29/2018	301
3134G8M71	10479	Freddie Mac Medium Term Note	03/30/2016	1,300,250.71	1,300,000.00	1,298,765.00	1.050	1.010	1.024	02/26/2018	270
<b>Subtotal and Average</b>				<b>2,660,261.07</b>	<b>2,660,000.00</b>	<b>2,656,820.20</b>		<b>0.998</b>	<b>1.012</b>		<b>285</b>
<b>Municipal Bonds</b>											
259561QY7	10544	Douglas Cty Wash Pub Util	03/28/2016	100,115.61	100,000.00	99,999.00	1.450	0.986	1.000	09/01/2017	92
5027687E8	10550	La Crosse Wisc	03/14/2016	249,716.44	250,000.00	249,130.00	0.800	0.940	0.953	03/01/2018	273
509084FW4	10551	Lake County Ill Hs Dist	03/30/2016	501,144.09	500,000.00	499,730.00	1.460	0.986	1.000	12/01/2017	183
641494DC0	10484	Nevada System Higher Ed	03/22/2016	140,041.62	140,000.00	140,030.80	1.648	1.283	1.301	07/01/2017	30
700790HD3	10560	Park Ridge Ill Rec & Pk	03/29/2016	460,483.37	460,000.00	459,149.00	1.300	1.075	1.090	12/01/2017	183
751622AJ0	10051	Ramsey Cty Minn Tax GO	03/11/2016	248,343.13	245,000.00	245,720.30	5.100	3.107	3.150	02/01/2018	245
791526NJ1	10567	St Louis Cty MO Spl Oblig Rev	03/29/2016	500,261.63	500,000.00	499,245.00	1.050	0.937	0.950	12/01/2017	183
968717NQ7	10573	Williamson County Illinois Cmt	03/21/2016	101,419.93	100,000.00	101,190.00	5.600	1.835	1.861	10/01/2017	122
<b>Subtotal and Average</b>				<b>2,301,525.82</b>	<b>2,295,000.00</b>	<b>2,294,194.10</b>		<b>1.273</b>	<b>1.291</b>		<b>183</b>
<b>Investment Pools</b>											
555002	10003	Lone Star Corp Overnight Plus	02/01/2017	4,912,911.77	4,912,911.77	4,912,911.77	1.010	0.996	1.010		1
555003	10004	Lone Star Government Overnight	02/01/2017	2,245,705.63	2,245,705.63	2,245,705.63	0.730	0.720	0.730		1
<b>Subtotal and Average</b>				<b>7,158,617.40</b>	<b>7,158,617.40</b>	<b>7,158,617.40</b>		<b>0.910</b>	<b>0.922</b>		<b>1</b>
<b>Money Market Accounts</b>											
939118924	10079	TD Ameritrade Money Market	02/01/2017	72,612.01	72,612.01	72,612.01	0.010	0.009	0.010		1
<b>Subtotal and Average</b>				<b>72,612.01</b>	<b>72,612.01</b>	<b>72,612.01</b>		<b>0.010</b>	<b>0.010</b>		<b>1</b>
<b>Checking Accounts</b>											
1445871	10065	Southside Bank	02/01/2017	2,842,958.73	2,842,958.73	2,842,958.73	0.700	0.690	0.700		1
<b>Subtotal and Average</b>				<b>2,842,958.73</b>	<b>2,842,958.73</b>	<b>2,842,958.73</b>		<b>0.690</b>	<b>0.700</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>15,035,975.03</b>	<b>15,029,188.14</b>	<b>15,025,202.44</b>		<b>0.935</b>	<b>0.948</b>		<b>79</b>

Portfolio TISD  
AP  
FI (PRF\_FI) 7.1.1  
Report Ver. 7.3.5

**Fund FS - Food Services**  
**Investments by Fund**  
**May 31, 2017**

Page 4

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Investment Pools</b>											
555004	10005	Lone Star Corp Overnight Plus	02/01/2017	2,324,537.29	2,324,537.29	2,324,537.29	1.010	0.996	1.010		1
555005	10006	Lone Star Government Overnight	02/01/2017	6,693.34	6,693.34	6,693.34	0.730	0.720	0.730		1
<b>Subtotal and Average</b>				<b>2,331,230.63</b>	<b>2,331,230.63</b>	<b>2,331,230.63</b>		<b>0.995</b>	<b>1.009</b>		<b>1</b>
<b>Checking Accounts</b>											
1520490	10063	Southside Bank	02/01/2017	608,790.51	608,790.51	608,790.51	0.660	0.650	0.660		1
1295381	10072	Southside Bank	02/01/2017	424,495.59	424,495.59	424,495.59	0.400	0.394	0.400		1
<b>Subtotal and Average</b>				<b>1,033,286.10</b>	<b>1,033,286.10</b>	<b>1,033,286.10</b>		<b>0.546</b>	<b>0.553</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>3,364,516.73</b>	<b>3,364,516.73</b>	<b>3,364,516.73</b>		<b>0.857</b>	<b>0.869</b>		<b>1</b>

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**Fund GEN OP - General Operating**  
**Investments by Fund**  
**May 31, 2017**

Page 5

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Certificates of Deposit - Bank</b>											
307660KG4	10041	Farm Bureau Bank	07/28/2016	250,014.44	250,000.00	249,022.50	0.900	0.887	0.900	07/27/2018	421
38148PAM9	10547	Goldman Sachs	02/22/2016	250,009.05	250,000.00	249,882.50	1.050	1.035	1.050	02/20/2018	264
9497483Q8	10011	Wells Fargo Bank	02/26/2016	250,009.23	250,000.00	250,327.50	1.050	1.050	1.064	02/26/2018	270
<b>Subtotal and Average</b>				<b>750,032.72</b>	<b>750,000.00</b>	<b>749,232.50</b>		<b>0.991</b>	<b>1.005</b>		<b>318</b>
<b>Municipal Bonds</b>											
0362133Q7	10487	Anoka City Minn	03/04/2016	506,712.94	505,000.00	505,121.20	1.390	0.865	0.877	02/01/2018	245
150461B59	10528	Cedar Park TX GO Ref	03/04/2016	1,002,842.55	1,000,000.00	999,770.00	1.276	0.858	0.870	02/15/2018	259
150461B59	10539	Cedar Park TX GO Ref	03/02/2016	476,330.52	475,000.00	474,890.75	1.276	0.865	0.877	02/15/2018	259
1598076W1	10540	Charles County MD Pub Impt	03/02/2016	259,018.78	255,000.00	257,601.00	3.000	0.868	0.880	03/01/2018	273
184508GC7	10542	Clear Creek CO Sch Dist GO	02/29/2016	80,520.69	80,000.00	80,344.80	2.350	1.035	1.050	12/01/2017	183
194740DQ6	10543	Collin Cty TX Ref	03/02/2016	396,681.68	395,000.00	395,474.00	1.484	0.865	0.877	02/15/2018	259
217129ER2	10534	Coos Cty OR Sch Dist GO	07/22/2016	105,704.33	105,000.00	104,923.35	1.422	0.759	0.770	06/15/2018	379
264417AS5	10494	Duke Cty MASS GO	03/15/2016	162,502.75	160,000.00	161,886.40	3.000	0.986	1.000	03/15/2018	287
283497E84	10545	El Paso Cty TX GO	03/04/2016	291,625.17	290,000.00	290,290.00	1.685	0.874	0.886	02/15/2018	259
34074GDG6	10497	Florida Hurricane Catastrophe	08/29/2016	166,989.53	165,000.00	166,062.60	2.107	0.986	1.000	07/01/2018	395
346593EN2	10546	Forsyth Cty GA Rev	03/04/2016	944,632.33	940,000.00	942,932.80	1.540	0.865	0.877	03/01/2018	273
433835JU0	10548	Hobart WI GO	03/04/2016	203,789.41	200,000.00	202,668.00	3.500	0.937	0.950	03/01/2018	273
473240ED7	10549	Jefferson Cty MO Sch Dist	03/04/2016	228,962.82	225,000.00	227,956.50	3.250	0.869	0.881	03/01/2018	273
52908ERT2	10537	Lexington Fayetteville Urban C	07/20/2016	154,990.10	150,000.00	153,843.00	4.150	0.789	0.800	06/01/2018	365
556547HA8	10552	Madison & Jersey Cty Ill GO	03/02/2016	1,001,732.75	1,000,000.00	999,650.00	1.500	1.258	1.276	12/01/2017	183
558495KK2	10555	Madison Wisc Met Sch Dist GO	03/03/2016	472,353.55	465,000.00	471,328.65	3.000	0.859	0.871	03/01/2018	273
563690MV5	10556	Mankato Minn Ind Sch Dist GO	03/04/2016	762,826.27	745,000.00	761,330.40	4.500	0.862	0.874	02/01/2018	245
579100SN9	10557	McAllen TX Sch Dist GO	03/02/2016	893,111.82	880,000.00	889,882.40	3.000	0.855	0.867	02/15/2018	259
582018FX0	10558	Mc Lean Cty Ill Sch Dist GO	02/24/2016	831,726.22	830,000.00	829,917.00	1.500	1.064	1.079	12/01/2017	183
587843JZ7	10509	Mercer Cty NJ Impt Auth	09/09/2016	256,010.91	250,000.00	254,685.00	2.910	1.011	1.025	09/15/2018	471
6485162Z4	10510	New Rochelle NY Ref Pub Impt	03/01/2016	40,142.46	40,000.00	39,993.20	1.728	1.282	1.300	03/15/2018	287
64971WZX1	10480	New York City NY Transitional	02/29/2016	1,001,194.80	1,000,000.00	997,640.00	1.000	0.809	0.820	02/01/2018	245
64971WZX1	10481	New York City NY Transitional	03/01/2016	1,000,951.30	1,000,000.00	997,640.00	1.000	0.845	0.857	02/01/2018	245
650035J58	10511	New York St Urb Dev Corp	02/26/2016	1,005,854.86	1,000,000.00	1,001,540.00	1.650	0.888	0.900	03/15/2018	287
713537MC9	10559	Pequea Valley PA Sch Dist GO	02/26/2016	887,444.36	885,000.00	883,796.40	1.763	1.324	1.343	02/01/2018	245
701060GG4	10513	Parker County TX GO	03/02/2016	261,295.07	260,000.00	260,444.60	1.588	0.867	0.879	02/15/2018	259

Portfolio TISD  
AP  
FI (PRF\_FI) 7.1.1  
Report Ver. 7.3.5

**Fund GEN OP - General Operating**  
**Investments by Fund**  
**May 31, 2017**

Page 6

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Municipal Bonds</b>											
751100HW1	10561	Raleigh NC Comb Enterprises	03/03/2016	501,233.43	500,000.00	498,665.00	1.200	0.858	0.870	03/01/2018	273
76541VMZ7	10562	Richmond VA GO Pub Impt	03/03/2016	497,715.23	490,000.00	496,629.70	3.000	0.868	0.880	03/01/2018	273
787888UY8	10563	St Charles MO Sch Dist GO	03/02/2016	891,784.19	870,000.00	888,383.10	4.250	0.864	0.876	03/01/2018	273
788601GQ9	10565	St Clair Cty Ill High Sch GO	08/29/2016	137,795.72	135,000.00	137,025.00	3.500	0.986	1.000	04/01/2018	304
788601GQ9	10566	St Clair Cty Ill High Sch GO	09/13/2016	785,972.31	770,000.00	781,550.00	3.500	0.973	0.987	04/01/2018	304
791400WB6	10568	St Louis Cty MO Pattonville	03/03/2016	764,579.25	750,000.00	762,847.50	3.500	0.869	0.881	03/01/2018	273
866854PA4	10572	Sun Prairie WI Area Sch Dist R	03/02/2016	1,004,605.77	1,000,000.00	999,010.00	1.500	0.868	0.880	03/01/2018	273
938429D61	10574	Washington Cty OR Sch Dist	07/20/2016	503,442.44	500,000.00	500,065.00	1.467	0.789	0.800	06/15/2018	379
<b>Subtotal and Average</b>				<b>18,483,056.31</b>	<b>18,315,000.00</b>	<b>18,415,787.35</b>		<b>0.923</b>	<b>0.936</b>		<b>265</b>
<b>Investment Pools</b>											
555006	10007	Lone Star Corp Overnight Plus	02/01/2017	41,201,370.49	41,201,370.49	41,201,370.49	1.010	0.996	1.010		1
555007	10008	Lone Star Government Overnight	02/01/2017	886,636.11	886,636.11	886,636.11	0.730	0.720	0.730		1
555008	10009	TexPool	02/01/2017	8,698.54	8,698.54	8,698.54	0.769	0.758	0.769		1
109600	10001	Texas Term	02/01/2017	24,720.53	24,720.53	24,720.53	0.760	0.749	0.760		1
<b>Subtotal and Average</b>				<b>42,121,425.67</b>	<b>42,121,425.67</b>	<b>42,121,425.67</b>		<b>0.990</b>	<b>1.004</b>		<b>1</b>
<b>Money Market Accounts</b>											
939082452	10077	TD Ameritrade Money Market	02/01/2017	844,779.70	844,779.70	844,779.70	0.010	0.009	0.010		1
<b>Subtotal and Average</b>				<b>844,779.70</b>	<b>844,779.70</b>	<b>844,779.70</b>		<b>0.010</b>	<b>0.010</b>		<b>1</b>
<b>Checking Accounts</b>											
1296582	10060	Southside Bank	02/01/2017	740,854.64	740,854.64	740,854.64	0.400	0.394	0.400		1
1445863	10064	Southside Bank	02/01/2017	1,684,002.97	1,684,002.97	1,684,002.97	0.700	0.690	0.700		1
<b>Subtotal and Average</b>				<b>2,424,857.61</b>	<b>2,424,857.61</b>	<b>2,424,857.61</b>		<b>0.600</b>	<b>0.608</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>64,624,152.01</b>	<b>64,456,062.98</b>	<b>64,556,082.83</b>		<b>0.943</b>	<b>0.957</b>		<b>80</b>

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**Fund INS - Insurance  
Investments by Fund  
May 31, 2017**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Checking Accounts</b>											
1295411	10059	Southside Bank	02/01/2017	668,008.23	668,008.23	668,008.23	0.400	0.394	0.400		1
1520504	10067	Southside Bank	02/01/2017	237,019.64	237,019.64	237,019.64	0.700	0.680	0.700		1
<b>Subtotal and Average</b>				<b>905,027.87</b>	<b>905,027.87</b>	<b>905,027.87</b>		<b>0.472</b>	<b>0.479</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>905,027.87</b>	<b>905,027.87</b>	<b>905,027.87</b>		<b>0.472</b>	<b>0.479</b>		<b>1</b>

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**Fund TR AG - Trust and Agency**  
**Investments by Fund**  
**May 31, 2017**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Checking Accounts</b>											
1445898	10069	Southside Bank	02/01/2017	1,237,107.61	1,237,107.61	1,237,107.61	0.700	0.690	0.700		1
1295403	10071	Southside Bank	02/01/2017	320,191.45	320,191.45	320,191.45	0.400	0.394	0.400		1
<b>Subtotal and Average</b>				<b>1,557,299.06</b>	<b>1,557,299.06</b>	<b>1,557,299.06</b>		<b>0.630</b>	<b>0.638</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>1,557,299.06</b>	<b>1,557,299.06</b>	<b>1,557,299.06</b>		<b>0.630</b>	<b>0.638</b>		<b>1</b>

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**Fund WC - Workers Compensation**  
**Investments by Fund**  
**May 31, 2017**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Checking Accounts</b>											
1295438	10061	Southside Bank	02/01/2017	3,216.92	3,216.92	3,216.92	0.400	0.394	0.400		1
<b>Subtotal and Average</b>				<b>3,216.92</b>	<b>3,216.92</b>	<b>3,216.92</b>		<b>0.395</b>	<b>0.400</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>3,216.92</b>	<b>3,216.92</b>	<b>3,216.92</b>		<b>0.395</b>	<b>0.400</b>		<b>1</b>

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**Tyler ISD**  
**Interest Earnings**  
**Sorted by Fund - Maturity Date**  
**March 1, 2017 - May 31, 2017**  
**Yield on Beginning Book Value**

TCG Advisors, LP  
900 S Capital of Texas Hwy  
350  
Austin, TX 78746  
(512)600-5200

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Annualized Rate	Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Capital Investment												
1445901	10066	CAP INV	RR3	6,715,833.31	6,751,720.33	6,715,833.31		0.660	0.683	11,631.58	0.00	11,631.58
			Subtotal	6,715,833.31	6,751,720.33	6,715,833.31			0.683	11,631.58	0.00	11,631.58
Fund: Capital Projects 2013												
555001	10002	CP13	RRP	9,056,772.14	9,034,363.85	9,056,772.14		1.010	0.984	22,408.29	0.00	22,408.29
1631667	10068	CP13	RR3	4,819,623.98	5,331,142.29	4,819,623.98		0.910	0.803	10,788.31	0.00	10,788.31
			Subtotal	13,876,396.12	14,365,506.14	13,876,396.12			0.917	33,196.60	0.00	33,196.60
Fund: Debt Service												
939118924	10079	DS	RR2	72,612.01	69,525.50	72,612.01		0.010	0.030	5.34	0.00	5.34
555002	10003	DS	RRP	4,912,911.77	4,900,756.22	4,912,911.77		1.010	0.984	12,155.55	0.00	12,155.55
555003	10004	DS	RRP	2,245,705.63	1,445,883.07	2,245,705.63		0.730	0.921	3,357.80	0.00	3,357.80
1445871	10065	DS	RR3	2,842,958.73	2,841,155.37	2,842,958.73		0.700	0.685	4,903.36	0.00	4,903.36
641494DC0	10484	DS	MUN	140,000.00	140,166.48	140,041.62	07/01/2017	1.648	1.279	576.80	-124.86	451.94
259561QY7	10544	DS	MUN	100,000.00	100,231.23	100,115.61	09/01/2017	1.450	0.977	362.50	-115.62	246.88
968717NQ7	10573	DS	MUN	100,000.00	102,484.87	101,419.93	10/01/2017	5.600	1.297	1,400.00	-1,064.94	335.06
509084FW4	10551	DS	MUN	500,000.00	501,716.14	501,144.09	12/01/2017	1.460	0.991	1,825.00	-572.05	1,252.95
700790HD3	10560	DS	MUN	460,000.00	460,725.05	460,483.37	12/01/2017	1.300	1.079	1,495.00	-241.68	1,253.32
791526NJ1	10567	DS	MUN	500,000.00	500,392.44	500,261.63	12/01/2017	1.050	0.937	1,312.50	-130.81	1,181.69
751622AJ0	10051	DS	MUN	245,000.00	249,596.80	248,343.13	02/01/2018	5.100	2.973	3,123.75	-1,253.67	1,870.08
3134G8M71	10479	DS	FAC	1,300,000.00	1,300,335.85	1,300,250.71	02/26/2018	1.050	1.015	3,412.50	-85.14	3,327.36
5027687E8	10550	DS	MUN	250,000.00	249,621.92	249,716.44	03/01/2018	0.800	0.945	500.00	94.52	594.52
3130A7H73	10057	DS	FAC	1,360,000.00	1,360,013.49	1,360,010.36	03/29/2018	1.000	0.991	3,400.00	-3.13	3,396.87
			Subtotal	15,029,188.14	14,222,604.43	15,035,975.03			0.958	37,830.10	-3,497.38	34,332.72
Fund: Food Services												
555004	10005	FS	RRP	2,324,537.29	1,913,141.88	2,324,537.29		1.010	1.282	6,180.53	0.00	6,180.53
555005	10006	FS	RRP	6,693.34	118,473.16	6,693.34		0.730	1.352	403.82	0.00	403.82
1520490	10063	FS	RR3	608,790.51	668,513.99	608,790.51		0.660	0.523	880.92	0.00	880.92

Portfolio TISD  
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Tyler ISD  
Interest Earnings  
March 1, 2017 - May 31, 2017

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CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Food Services												
1295381	10072	FS	RR3	424,495.59	476,058.46	424,495.59		0.400	0.192	230.98	0.00	230.98
			Subtotal	3,364,516.73	3,176,187.49	3,364,516.73			0.981	7,696.25	0.00	7,696.25
Fund: General Operating												
939082452	10077	GEN OP	RR2	844,779.70	139,882.89	844,779.70		0.010	0.124	43.69	0.00	43.69
109600	10001	GEN OP	RRP	24,720.53	24,675.50	24,720.53		0.760	0.724	45.03	0.00	45.03
555006	10007	GEN OP	RRP	41,201,370.49	65,071,271.04	41,201,370.49		1.010	0.793	130,099.45	0.00	130,099.45
555007	10008	GEN OP	RRP	886,636.11	680,618.18	886,636.11		0.730	1.795	3,078.79	0.00	3,078.79
555008	10009	GEN OP	RRP	8,698.54	8,683.21	8,698.54		0.769	0.700	15.33	0.00	15.33
1296582	10060	GEN OP	RR3	740,854.64	2,927,024.23	740,854.64		0.400	0.227	1,673.03	0.00	1,673.03
1445863	10064	GEN OP	RR3	1,684,002.97	1,681,118.84	1,684,002.97		0.700	0.681	2,884.13	0.00	2,884.13
838736VP8	10569	GEN OP	MUN	0.00	600,231.51	0.00	05/01/2017	1.180	0.946	1,180.00	-231.51	948.49
184508GC7	10542	GEN OP	MUN	80,000.00	80,781.03	80,520.69	12/01/2017	2.350	1.030	470.00	-260.34	209.66
556547HA8	10552	GEN OP	MUN	1,000,000.00	1,002,599.13	1,001,732.75	12/01/2017	1.500	1.141	3,750.00	-866.38	2,883.62
582018FX0	10558	GEN OP	MUN	830,000.00	832,589.33	831,726.22	12/01/2017	1.500	1.072	3,112.50	-863.11	2,249.39
0362133Q7	10487	GEN OP	MUN	505,000.00	507,355.30	506,712.94	02/01/2018	1.390	0.870	1,754.87	-642.36	1,112.51
563690MV5	10556	GEN OP	MUN	745,000.00	769,511.12	762,826.27	02/01/2018	4.500	0.875	8,381.25	-6,684.85	1,696.40
713537MC9	10559	GEN OP	MUN	885,000.00	888,360.99	887,444.36	02/01/2018	1.763	1.333	3,900.64	-916.63	2,984.01
64971WZX1	10480	GEN OP	MUN	1,000,000.00	1,001,642.85	1,001,194.80	02/01/2018	1.000	0.813	2,500.00	-448.05	2,051.95
64971WZX1	10481	GEN OP	MUN	1,000,000.00	1,001,308.04	1,000,951.30	02/01/2018	1.000	0.849	2,500.00	-356.74	2,143.26
701060GG4	10513	GEN OP	MUN	260,000.00	261,753.96	261,295.07	02/15/2018	1.588	0.869	1,032.20	-458.89	573.31
150461B59	10528	GEN OP	MUN	1,000,000.00	1,003,849.76	1,002,842.55	02/15/2018	1.276	0.863	3,190.00	-1,007.21	2,182.79
150461B59	10539	GEN OP	MUN	475,000.00	476,801.96	476,330.52	02/15/2018	1.276	0.869	1,515.25	-471.44	1,043.81
194740DQ6	10543	GEN OP	MUN	395,000.00	397,277.54	396,681.68	02/15/2018	1.484	0.868	1,465.45	-595.86	869.59
283497E84	10545	GEN OP	MUN	290,000.00	292,201.01	291,625.17	02/15/2018	1.685	0.877	1,221.62	-575.84	645.78
579100SN9	10557	GEN OP	MUN	880,000.00	897,757.74	893,111.82	02/15/2018	3.000	0.864	6,600.00	-4,645.92	1,954.08
38148PAM9	10547	GEN OP	BCD	250,000.00	250,012.21	250,009.05	02/20/2018	1.050	1.045	661.65	-3.16	658.49
9497483Q8	10011	GEN OP	BCD	250,000.00	250,012.38	250,009.23	02/26/2018	1.050	1.060	670.83	-3.15	667.68
1598076W1	10540	GEN OP	MUN	255,000.00	260,358.37	259,018.78	03/01/2018	3.000	0.873	1,912.50	-1,339.59	572.91
346593EN2	10546	GEN OP	MUN	940,000.00	946,176.44	944,632.33	03/01/2018	1.540	0.870	3,619.00	-1,544.11	2,074.89
433835JU0	10548	GEN OP	MUN	200,000.00	205,052.55	203,789.41	03/01/2018	3.500	0.942	1,750.00	-1,263.14	486.86
473240ED7	10549	GEN OP	MUN	225,000.00	230,283.77	228,962.82	03/01/2018	3.250	0.874	1,828.13	-1,320.95	507.18
558495KK2	10555	GEN OP	MUN	465,000.00	474,804.74	472,353.55	03/01/2018	3.000	0.866	3,487.50	-2,451.19	1,036.31
751100HW1	10561	GEN OP	MUN	500,000.00	501,644.57	501,233.43	03/01/2018	1.200	0.861	1,500.00	-411.14	1,088.86
76541VMZ7	10562	GEN OP	MUN	490,000.00	500,286.97	497,715.23	03/01/2018	3.000	0.875	3,675.00	-2,571.74	1,103.26
787889UY8	10563	GEN OP	MUN	870,000.00	899,045.59	891,784.19	03/01/2018	4.250	0.875	9,243.75	-7,261.40	1,982.35
791400WB6	10568	GEN OP	MUN	750,000.00	769,439.00	764,579.25	03/01/2018	3.500	0.878	6,562.50	-4,859.75	1,702.75

Portfolio TISD  
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Tyler ISD  
Interest Earnings  
March 1, 2017 - May 31, 2017

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CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Operating												
866854PA4	10572	GEN OP	MUN	1,000,000.00	1,006,141.03	1,004,605.77	03/01/2018	1.500	0.873	3,750.00	-1,535.26	2,214.74
264417AS5	10494	GEN OP	MUN	160,000.00	163,295.87	162,502.75	03/15/2018	3.000	0.989	1,200.00	-793.12	406.88
6485162Z4	10510	GEN OP	MUN	40,000.00	40,187.61	40,142.46	03/15/2018	1.728	1.260	172.80	-45.15	127.65
650035J58	10511	GEN OP	MUN	1,000,000.00	1,007,710.27	1,005,854.86	03/15/2018	1.650	0.894	4,125.00	-1,855.41	2,269.59
788601GQ9	10565	GEN OP	MUN	135,000.00	138,634.43	137,795.72	04/01/2018	3.500	0.980	1,181.25	-838.71	342.54
788601GQ9	10566	GEN OP	MUN	770,000.00	790,764.01	785,972.31	04/01/2018	3.500	0.976	6,737.50	-4,791.70	1,945.80
52908ERT2	10537	GEN OP	MUN	150,000.00	156,237.63	154,990.10	06/01/2018	4.150	0.784	1,556.25	-1,247.53	308.72
217129ER2	10534	GEN OP	MUN	105,000.00	105,873.82	105,704.33	06/15/2018	1.422	0.764	373.28	-169.49	203.79
938429D61	10574	GEN OP	MUN	500,000.00	504,270.83	503,442.44	06/15/2018	1.467	0.791	1,833.75	-828.39	1,005.36
34074GDG6	10497	GEN OP	MUN	165,000.00	167,424.04	166,969.53	07/01/2018	2.107	0.983	869.14	-454.51	414.63
307660KG4	10041	GEN OP	BCD	250,000.00	250,017.59	250,014.44	07/27/2018	0.900	0.895	567.12	-3.15	563.97
587843JZ7	10509	GEN OP	MUN	250,000.00	257,176.82	256,010.91	09/15/2018	2.910	1.007	1,818.75	-1,165.91	652.84
Subtotal				64,456,062.98	90,422,145.70	64,624,152.01			0.808	239,508.93	-55,782.78	183,726.15
Fund: Insurance												
1295411	10059	INS	RR3	668,008.23	872,528.52	668,008.23		0.400	0.358	787.21	0.00	787.21
1520504	10067	INS	RR3	237,019.64	386,429.93	237,019.64		0.700	0.605	589.71	0.00	589.71
Subtotal				905,027.87	1,258,958.45	905,027.87			0.434	1,376.92	0.00	1,376.92
Fund: Trust and Agency												
1445898	10069	TR AG	RR3	1,237,107.61	1,234,974.78	1,237,107.61		0.700	0.685	2,132.83	0.00	2,132.83
1295403	10071	TR AG	RR3	320,191.45	311,197.41	320,191.45		0.400	0.514	403.09	0.00	403.09
Subtotal				1,557,299.06	1,546,172.19	1,557,299.06			0.651	2,535.92	0.00	2,535.92
Fund: Workers Compensation												
1295438	10061	WC	RR3	3,216.92	3,213.68	3,216.92		0.400	0.400	3.24	0.00	3.24
Subtotal				3,216.92	3,213.68	3,216.92			0.400	3.24	0.00	3.24
Total				105,907,541.13	131,746,508.41	106,082,417.05			0.828	333,779.54	-59,280.16	274,499.38

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**Tyler ISD**  
**Texas Compliance Change in Val Report**  
**Sorted by Fund**  
**March 1, 2017 - May 31, 2017**

TCG Advisors, LP  
 900 S Capital of Texas Hwy  
 350  
 Austin, TX 78746  
 (512)600-5200

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
<b>Fund: Capital Investment</b>									
10066	STSIDE	CAP INV	02/01/2017	11,631.58	6,751,720.33	11,631.58	47,518.60	-35,887.02	6,715,833.31
1445901	6,715,833.31	0.660	/ /	11,631.58	6,751,720.33	11,631.58	47,518.60	-35,887.02	6,715,833.31
<b>Sub Totals For: Fund: Capital Investment</b>				11,631.58	6,751,720.33	11,631.58	47,518.60	-35,887.02	6,715,833.31
				11,631.58	6,751,720.33	11,631.58	47,518.60	-35,887.02	6,715,833.31
<b>Fund: Capital Projects 201</b>									
10002	LNST C	CP13	02/01/2017	22,408.29	9,034,363.85	22,408.29	0.00	22,408.29	9,056,772.14
555001	9,056,772.14	1.010	/ /	22,408.29	9,034,363.85	22,408.29	0.00	22,408.29	9,056,772.14
10068	STSIDE	CP13	02/01/2017	10,788.31	5,331,142.29	145,996.63	657,514.94	-511,518.31	4,819,623.98
1631667	4,819,623.98	0.910	/ /	10,788.31	5,331,142.29	145,996.63	657,514.94	-511,518.31	4,819,623.98
<b>Sub Totals For: Fund: Capital Projects 201</b>				33,196.60	14,365,506.14	168,404.92	657,514.94	-489,110.02	13,876,396.12
				33,196.60	14,365,506.14	168,404.92	657,514.94	-489,110.02	13,876,396.12
<b>Fund: Debt Service</b>									
10003	LNST C	DS	02/01/2017	12,155.55	4,900,756.22	12,155.55	0.00	12,155.55	4,912,911.77
555002	4,912,911.77	1.010	/ /	12,155.55	4,900,756.22	12,155.55	0.00	12,155.55	4,912,911.77
10004	LNST G	DS	02/01/2017	3,357.80	1,445,883.07	799,822.56	0.00	799,822.56	2,245,705.63
555003	2,245,705.63	0.730	/ /	3,357.80	1,445,883.07	799,822.56	0.00	799,822.56	2,245,705.63
10051	RAMSCT	DS	03/11/2016	3,123.75	249,596.80	0.00	0.00	-1,253.67	248,343.13
751622AJ0	245,000.00	3.150	02/01/2018	0.00	245,828.10	0.00	0.00	-107.80	245,720.30
10057	FHLBDE	DS	03/30/2016	3,400.00	1,360,013.49	0.00	0.00	-3.13	1,360,010.36
3130A7H73	1,360,000.00	0.999	03/29/2018	6,800.00	1,359,714.40	0.00	0.00	-1,659.20	1,358,055.20
10065	STSIDE	DS	02/01/2017	4,903.36	2,841,155.37	4,953.36	3,150.00	1,803.36	2,842,958.73
1445871	2,842,958.73	0.700	/ /	4,903.36	2,841,155.37	4,953.36	3,150.00	1,803.36	2,842,958.73

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10079	TD MM	DS	02/01/2017	5.34	69,525.50	12,280.34	9,193.83	3,086.51	72,612.01
939118924	72,612.01	0.010	/ /	5.34	69,525.50	12,280.34	9,193.83	3,086.51	72,612.01
10479	FREDMC	DS	03/30/2016	3,412.50	1,300,335.85	0.00	0.00	-85.14	1,300,250.71
3134G8M71	1,300,000.00	1.024	02/26/2018	0.00	1,299,831.00	0.00	0.00	-1,066.00	1,298,765.00
10484	NEVSYS	DS	03/22/2016	576.80	140,166.48	0.00	0.00	-124.86	140,041.62
641494DC0	140,000.00	1.301	07/01/2017	0.00	140,303.80	0.00	0.00	-273.00	140,030.80
10544	DOUGCT	DS	03/28/2016	362.50	100,231.23	0.00	0.00	-115.62	100,115.61
259561QY7	100,000.00	1.000	09/01/2017	0.00	100,106.00	0.00	0.00	-107.00	99,999.00
10550	LACWI	DS	03/14/2016	500.00	249,621.92	0.00	0.00	94.52	249,716.44
5027687E8	250,000.00	0.953	03/01/2018	1,927.78	249,365.00	0.00	0.00	-235.00	249,130.00
10551	LKHS DT	DS	03/30/2016	1,825.00	501,716.14	0.00	0.00	-572.05	501,144.09
509084FW4	500,000.00	1.000	12/01/2017	0.00	500,590.00	0.00	0.00	-860.00	499,730.00
10560	PKRID I	DS	03/29/2016	1,495.00	460,725.05	0.00	0.00	-241.68	460,483.37
700790HD3	460,000.00	1.090	12/01/2017	0.00	459,622.80	0.00	0.00	-473.80	459,149.00
10567	STLOU I	DS	03/29/2016	1,312.50	500,392.44	0.00	0.00	-130.81	500,261.63
791526NJ1	500,000.00	0.950	12/01/2017	0.00	499,765.00	0.00	0.00	-520.00	499,245.00
10573	WILCTY	DS	03/21/2016	1,400.00	102,484.87	0.00	0.00	-1,064.94	101,419.93
968717NQ7	100,000.00	1.861	10/01/2017	2,800.00	102,262.00	0.00	0.00	-1,072.00	101,190.00
<b>Sub Totals For: Fund: Debt Service</b>				37,830.10	14,222,604.43	829,211.81	12,343.83	813,370.60	15,035,975.03
				31,949.83	14,214,708.26	829,211.81	12,343.83	810,494.18	15,025,202.44
<b>Fund: Food Services</b>									
10005	LNST C	FS	02/01/2017	6,180.53	1,913,141.88	1,661,395.41	1,250,000.00	411,395.41	2,324,537.29
555004	2,324,537.29	1.010	/ /	6,180.53	1,913,141.88	1,661,395.41	1,250,000.00	411,395.41	2,324,537.29
10006	LNST G	FS	02/01/2017	403.82	118,473.16	838,220.18	950,000.00	-111,779.82	6,693.34
555005	6,693.34	0.730	/ /	403.82	118,473.16	838,220.18	950,000.00	-111,779.82	6,693.34

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10063	STSIDE	FS	02/01/2017	880.92	668,513.99	1,000,880.92	1,060,604.40	-59,723.48	608,790.51
1520490	608,790.51	0.660	/ /	880.92	668,513.99	1,000,880.92	1,060,604.40	-59,723.48	608,790.51
10072	STSIDE	FS	02/01/2017	230.98	476,058.46	1,360,257.54	1,411,820.41	-51,562.87	424,495.59
1295381	424,495.59	0.400	/ /	230.98	476,058.46	1,360,257.54	1,411,820.41	-51,562.87	424,495.59
<b>Sub Totals For: Fund: Food Services</b>				7,696.25	3,176,187.49	4,860,754.05	4,672,424.81	188,329.24	3,364,516.73
				7,696.25	3,176,187.49	4,860,754.05	4,672,424.81	188,329.24	3,364,516.73
<b>Fund: General Operating</b>									
10001	TX TRM	GEN OP	02/01/2017	45.03	24,675.50	45.03	0.00	45.03	24,720.53
109600	24,720.53	0.760	/ /	45.03	24,675.50	45.03	0.00	45.03	24,720.53
10007	LNST C	GEN OP	02/01/2017	130,099.45	65,071,271.04	130,099.45	24,000,000.00	-23,869,900.55	41,201,370.49
555006	41,201,370.49	1.010	/ /	130,099.45	65,071,271.04	130,099.45	24,000,000.00	-23,869,900.55	41,201,370.49
10008	LNST G	GEN OP	02/01/2017	3,078.79	680,618.18	6,871,309.84	6,665,291.91	206,017.93	886,636.11
555007	886,636.11	0.730	/ /	3,078.79	680,618.18	6,871,309.84	6,665,291.91	206,017.93	886,636.11
10009	TX PL	GEN OP	02/01/2017	15.33	8,683.21	15.33	0.00	15.33	8,698.54
555008	8,698.54	0.769	/ /	15.33	8,683.21	15.33	0.00	15.33	8,698.54
10011	WF B	GEN OP	02/26/2016	670.83	250,012.38	0.00	0.00	-3.15	250,009.23
9497483Q8	250,000.00	1.050	02/26/2018	640.07	250,687.50	0.00	0.00	-360.00	250,327.50
10041	FMBURE	GEN OP	07/28/2016	567.12	250,017.59	0.00	0.00	-3.15	250,014.44
307660KG4	250,000.00	0.900	07/27/2018	548.63	249,150.00	0.00	0.00	-127.50	249,022.50
10060	STSIDE	GEN OP	02/01/2017	1,673.03	2,927,024.23	10,216,940.43	12,403,110.02	-2,186,169.59	740,854.64
1296582	740,854.64	0.400	/ /	1,673.03	2,927,024.23	10,216,940.43	12,403,110.02	-2,186,169.59	740,854.64
10064	STSIDE	GEN OP	02/01/2017	2,884.13	1,681,118.84	1,002,884.13	1,000,000.00	2,884.13	1,684,002.97
1445863	1,684,002.97	0.700	/ /	2,884.13	1,681,118.84	1,002,884.13	1,000,000.00	2,884.13	1,684,002.97
10077	TD MM	GEN OP	02/01/2017	43.69	139,882.89	709,899.74	5,002.93	704,896.81	844,779.70
939082452	844,779.70	0.010	/ /	43.69	139,882.89	709,899.74	5,002.93	704,896.81	844,779.70

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10480	NYCGEN	GEN OP	02/29/2016	2,500.00	1,001,642.85	0.00	0.00	-448.05	1,001,194.80
64971WZX1	1,000,000.00	0.820	02/01/2018	0.00	998,310.00	0.00	0.00	-670.00	997,640.00
10481	NYCGEN	GEN OP	03/01/2016	2,500.00	1,001,308.04	0.00	0.00	-356.74	1,000,951.30
64971WZX1	1,000,000.00	0.857	02/01/2018	0.00	998,310.00	0.00	0.00	-670.00	997,640.00
10487	ANKACT	GEN OP	03/04/2016	1,754.87	507,355.30	0.00	0.00	-642.36	506,712.94
0362133Q7	505,000.00	0.877	02/01/2018	0.00	505,181.80	0.00	0.00	-60.60	505,121.20
10494	DUKECT	GEN OP	03/15/2016	1,200.00	163,295.87	0.00	0.00	-793.12	162,502.75
264417AS5	160,000.00	1.000	03/15/2018	2,400.00	163,081.60	0.00	0.00	-1,195.20	161,886.40
10497	FLHURR	GEN OP	08/29/2016	869.14	167,424.04	0.00	0.00	-454.51	166,969.53
34074GDG6	165,000.00	1.000	07/01/2018	0.00	166,653.30	0.00	0.00	-590.70	166,062.60
10509	MRCRCT	GEN OP	09/09/2016	1,818.75	257,176.82	0.00	0.00	-1,165.91	256,010.91
587843JZ7	250,000.00	1.025	09/15/2018	3,637.50	256,072.50	0.00	0.00	-1,387.50	254,685.00
10510	NROCHE	GEN OP	03/01/2016	172.80	40,187.61	0.00	0.00	-45.15	40,142.46
6485162Z4	40,000.00	1.300	03/15/2018	345.60	40,134.00	0.00	0.00	-140.80	39,993.20
10511	NYSTUR	GEN OP	02/26/2016	4,125.00	1,007,710.27	0.00	0.00	-1,855.41	1,005,854.86
650035J58	1,000,000.00	0.900	03/15/2018	8,250.00	1,003,350.00	0.00	0.00	-1,810.00	1,001,540.00
10513	PKCNTY	GEN OP	03/02/2016	1,032.20	261,753.96	0.00	0.00	-458.89	261,295.07
701060GG4	260,000.00	0.879	02/15/2018	0.00	261,258.40	0.00	0.00	-813.80	260,444.60
10528	CDRPRK	GEN OP	03/04/2016	3,190.00	1,003,849.76	0.00	0.00	-1,007.21	1,002,842.55
150461B59	1,000,000.00	0.870	02/15/2018	0.00	1,002,180.00	0.00	0.00	-2,410.00	999,770.00
10534	COOSCT	GEN OP	07/22/2016	373.28	105,873.82	0.00	0.00	-169.49	105,704.33
217129ER2	105,000.00	0.770	06/15/2018	0.00	105,308.70	0.00	0.00	-385.35	104,923.35
10537	LEXFAY	GEN OP	07/20/2016	1,556.25	156,237.63	0.00	0.00	-1,247.53	154,990.10
52908ERT2	150,000.00	0.800	06/01/2018	0.00	155,371.50	0.00	0.00	-1,528.50	153,843.00

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10539	CDRPRK	GEN OP	03/02/2016	1,515.25	476,801.96		0.00	0.00	-471.44	476,330.52	
150461B59	475,000.00	0.877	02/15/2018	0.00	476,035.50		0.00	0.00	-1,144.75	474,890.75	
10540	CHSCTY	GEN OP	03/02/2016	1,912.50	260,358.37		0.00	0.00	-1,339.59	259,018.78	
1598076W1	255,000.00	0.880	03/01/2018	3,825.00	259,396.20		0.00	0.00	-1,795.20	257,601.00	
10542	CLRCRK	GEN OP	02/29/2016	470.00	80,781.03		0.00	0.00	-260.34	80,520.69	
184508GC7	80,000.00	1.050	12/01/2017	0.00	80,671.20		0.00	0.00	-326.40	80,344.80	
10543	COLLCT	GEN OP	03/02/2016	1,465.45	397,277.54		0.00	0.00	-595.86	396,681.68	
194740DQ6	395,000.00	0.877	02/15/2018	0.00	396,710.35		0.00	0.00	-1,236.35	395,474.00	
10545	ELPASO	GEN OP	03/04/2016	1,221.62	292,201.01		0.00	0.00	-575.84	291,625.17	
283497E84	290,000.00	0.886	02/15/2018	0.00	291,119.40		0.00	0.00	-829.40	290,290.00	
10546	FORSYT	GEN OP	03/04/2016	3,619.00	946,176.44		0.00	0.00	-1,544.11	944,632.33	
346593EN2	940,000.00	0.877	03/01/2018	7,238.00	946,392.00		0.00	0.00	-3,459.20	942,932.80	
10547	GS	GEN OP	02/22/2016	661.65	250,012.21		0.00	0.00	-3.16	250,009.05	
38148PAM9	250,000.00	1.050	02/20/2018	0.00	250,115.00		0.00	0.00	-232.50	249,882.50	
10548	HOBART	GEN OP	03/04/2016	1,750.00	205,052.55		0.00	0.00	-1,263.14	203,789.41	
433835JU0	200,000.00	0.950	03/01/2018	3,500.00	204,294.00		0.00	0.00	-1,626.00	202,668.00	
10549	JFCTYM	GEN OP	03/04/2016	1,828.13	230,283.77		0.00	0.00	-1,320.95	228,962.82	
473240ED7	225,000.00	0.881	03/01/2018	3,656.25	229,565.25		0.00	0.00	-1,608.75	227,956.50	
10552	MADJSY	GEN OP	03/02/2016	3,750.00	1,002,599.13		0.00	0.00	-866.38	1,001,732.75	
556547HA8	1,000,000.00	1.276	12/01/2017	0.00	1,001,300.00		0.00	0.00	-1,650.00	999,650.00	
10555	MADSCD	GEN OP	03/03/2016	3,487.50	474,804.74		0.00	0.00	-2,451.19	472,353.55	
558495KK2	465,000.00	0.871	03/01/2018	6,975.00	474,732.45		0.00	0.00	-3,403.80	471,328.65	
10556	MAKMIN	GEN OP	03/04/2016	8,381.25	769,511.12		0.00	0.00	-6,684.85	762,826.27	
563690MV5	745,000.00	0.874	02/01/2018	0.00	769,510.50		0.00	0.00	-8,180.10	761,330.40	

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10557	MCALNT	GEN OP	03/02/2016	6,600.00	897,757.74	0.00	0.00	-4,645.92	893,111.82
579100SN9	880,000.00	0.867	02/15/2018	0.00	895,716.80	0.00	0.00	-5,834.40	889,882.40
10558	MCLEAN	GEN OP	02/24/2016	3,112.50	832,589.33	0.00	0.00	-863.11	831,726.22
582018FX0	830,000.00	1.079	12/01/2017	0.00	831,527.20	0.00	0.00	-1,610.20	829,917.00
10559	PEQVAL	GEN OP	02/26/2016	3,900.64	888,360.99	0.00	0.00	-916.63	887,444.36
713537MC9	885,000.00	1.343	02/01/2018	0.00	885,442.50	0.00	0.00	-1,646.10	883,796.40
10561	RALENC	GEN OP	03/03/2016	1,500.00	501,644.57	0.00	0.00	-411.14	501,233.43
751100HW1	500,000.00	0.870	03/01/2018	3,000.00	499,310.00	0.00	0.00	-645.00	498,665.00
10562	RICHMV	GEN OP	03/03/2016	3,675.00	500,286.97	0.00	0.00	-2,571.74	497,715.23
76541VMZ7	490,000.00	0.880	03/01/2018	7,350.00	500,206.70	0.00	0.00	-3,577.00	496,629.70
10563	STCHLS	GEN OP	03/02/2016	9,243.75	899,045.59	0.00	0.00	-7,261.40	891,784.19
787889UY8	870,000.00	0.876	03/01/2018	18,487.50	897,013.50	0.00	0.00	-8,630.40	888,383.10
10565	STCLAR	GEN OP	08/29/2016	1,181.25	138,634.43	0.00	0.00	-838.71	137,795.72
788601GQ9	135,000.00	1.000	04/01/2018	2,362.50	137,845.80	0.00	0.00	-820.80	137,025.00
10566	STCLAR	GEN OP	09/13/2016	6,737.50	790,764.01	0.00	0.00	-4,791.70	785,972.31
788601GQ9	770,000.00	0.987	04/01/2018	13,475.00	786,231.60	0.00	0.00	-4,681.60	781,550.00
10568	STLSPA	GEN OP	03/03/2016	6,562.50	769,439.00	0.00	0.00	-4,859.75	764,579.25
791400WB6	750,000.00	0.881	03/01/2018	13,125.00	769,245.00	0.00	0.00	-6,397.50	762,847.50
10569	STLYON	GEN OP	03/04/2016	1,180.00	600,231.51	0.00	600,000.00	-600,231.51	0.00
838736VP8	0.00	0.000	05/01/2017	3,540.00	600,078.00	0.00	600,000.00	-600,078.00	0.00
10572	SUNPRA	GEN OP	03/02/2016	3,750.00	1,006,141.03	0.00	0.00	-1,535.26	1,004,605.77
866854PA4	1,000,000.00	0.880	03/01/2018	7,500.00	1,000,890.00	0.00	0.00	-1,880.00	999,010.00
10574	WSHCTY	GEN OP	07/20/2016	1,833.75	504,270.83	0.00	0.00	-828.39	503,442.44
938429D61	500,000.00	0.800	06/15/2018	0.00	502,290.00	0.00	0.00	-2,225.00	500,065.00

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Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
<b>Sub Totals For: Fund: General Operating</b>				239,508.93	90,422,145.70	18,931,193.95	44,673,404.86	-25,797,993.69	64,624,152.01
				247,695.50	90,373,962.14	18,931,193.95	44,673,404.86	-25,817,879.31	64,556,082.83
<b>Fund: Insurance</b>									
10059	STSIDE	INS	02/01/2017	787.21	872,528.52	3,513,890.18	3,718,410.47	-204,520.29	668,008.23
1295411	668,008.23	0.400	/ /	787.21	872,528.52	3,513,890.18	3,718,410.47	-204,520.29	668,008.23
10067	STSIDE	INS	02/01/2017	589.71	386,429.93	589.71	150,000.00	-149,410.29	237,019.64
1520504	237,019.64	0.700	/ /	589.71	386,429.93	589.71	150,000.00	-149,410.29	237,019.64
<b>Sub Totals For: Fund: Insurance</b>				1,376.92	1,258,958.45	3,514,479.89	3,868,410.47	-353,930.58	905,027.87
				1,376.92	1,258,958.45	3,514,479.89	3,868,410.47	-353,930.58	905,027.87
<b>Fund: Trust and Agency</b>									
10069	STSIDE	TR AG	02/01/2017	2,132.83	1,234,974.78	2,132.83	0.00	2,132.83	1,237,107.61
1445898	1,237,107.61	0.700	/ /	2,132.83	1,234,974.78	2,132.83	0.00	2,132.83	1,237,107.61
10071	STSIDE	TR AG	02/01/2017	403.09	311,197.41	470,493.99	461,499.95	8,994.04	320,191.45
1295403	320,191.45	0.400	/ /	403.09	311,197.41	470,493.99	461,499.95	8,994.04	320,191.45
<b>Sub Totals For: Fund: Trust and Agency</b>				2,535.92	1,546,172.19	472,626.82	461,499.95	11,126.87	1,557,299.06
				2,535.92	1,546,172.19	472,626.82	461,499.95	11,126.87	1,557,299.06
<b>Fund: Workers Compensation</b>									
10061	STSIDE	WC	02/01/2017	3.24	3,213.68	3.24	0.00	3.24	3,216.92
1295438	3,216.92	0.400	/ /	3.24	3,213.68	3.24	0.00	3.24	3,216.92
<b>Sub Totals For: Fund: Workers Compensation</b>				3.24	3,213.68	3.24	0.00	3.24	3,216.92
				3.24	3,213.68	3.24	0.00	3.24	3,216.92
<b>Report Grand Totals:</b>				333,779.54	131,746,508.41	28,788,306.26	54,393,117.46	-25,664,091.36	106,082,417.05
				336,085.84	131,690,428.68	28,788,306.26	54,393,117.46	-25,686,853.40	106,003,575.28

Portfolio TISD

Subject: Internal Audit Committee

ACTION REQUIRED

Discussion only

CONTACT PERSON

Marty Crawford, Ed. D.

07-27-17

Subject: Student Code of Conduct for the 2017-2018 school year

### BACKGROUND INFORMATION

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

### ADMINISTRATIVE CONSIDERATION

The Tyler ISD Student code of conduct is revised annually with input from campus staff members, administrators and parents. Model information is provided by the Texas Association of School Board policy service. The Code of Conduct is made available to parents, in both English and Spanish, and can be accessed at each school's office, on the District website, and at the District Administration Office. Changes to the code for this year are inserted into this draft as a result of legislative updates. Deletions are marked through and highlighted in red while additions are highlighted in yellow.

### ADMINISTRATIVE RECOMMENDATION

The administration recommends that the Board review the 2017-2018 Student Code of Conduct. A copy of the draft Student Code of Conduct is provided under separate cover

### ACTION REQUIRED

First Reading

### CONTACT PERSONS

Rawly Sanchez  
John Johnson

07-27-17

Subject: TASB Localized Policy Update 108

### BACKGROUND INFORMATION

TASB Policy and Legal Services regularly monitors federal and state authorities to identify changes in the legal framework for local school district governance and management. Generally, these changes are accumulated into a numbered update, usually encompassing many policy codes.

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

### 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.

EF(LOCAL): INSTRUCTIONAL RESOURCES  
**ADD POLICY**

EFA(LOCAL): INSTRUCTIONAL RESOURCES - INSTRUCTIONAL MATERIALS  
**DELETE POLICY**

EFAA(LOCAL): INSTRUCTIONAL MATERIALS - SELECTION AND ADOPTION  
**DELETE POLICY**

EG(LOCAL): CURRICULUM DEVELOPMENT  
**DELETE POLICY**

EH(LOCAL): CURRICULUM DESIGN  
**ADD POLICY**

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

EIF(LOCAL): ACADEMIC ACHIEVEMENT – GRADUATION  
**REPLACE POLICY**

EL(LOCAL): CAMPUS CHARTERS  
**REPLACE POLICY**

GKB(LOCAL): COMMUNITY RELATIONS - ADVERTISING AND FUNDRAISING  
**REPLACE POLICY**

### ADMINISTRATIVE RECOMMENDATION

The administration recommends that the board review this update as it prepares to incorporate the Local policies into the district's Localized Policy Manual.

### ACTON REQUIRED

First Reading

### CONTACT PERSON

Marty Crawford, Ed.D.

07-27-17

## (LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy, as found in TASB Policy Service records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)

Policies recommended for deletion are not included. If you want to include the text of these policies in the information given to the Board, you may download them from *Policy On Line*.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

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NOTE: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, Policy Service's recent migration to Word 2013 causes some margin notes to appear as a tracked change where no change has taken place.

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For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

[Policy.Service@tasb.org](mailto:Policy.Service@tasb.org)

800-580-7529

512-467-0222



INSTRUCTIONAL RESOURCES

EF  
(LOCAL)

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**Note:** For information related to the selection process and accounting of instructional materials, as this term is defined by state law and rule, see CMD and EFA.

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OBJECTIVES

The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although professional staff members may select instructional resources for their use in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

In this policy, “instructional resources” may include textbooks, library acquisitions, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to implement, enrich, and support the District’s educational program.

The Board shall rely on District professional staff to select and acquire instructional resources that:

1. Enrich and support the curriculum, taking into consideration students’ varied interests, abilities, learning styles, and maturity levels.
2. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.
3. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives.
4. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.
5. Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.

SELECTION CRITERIA

In the selection of instructional resources, professional staff shall ensure that the resources:

1. Support and are consistent with the general educational goals of the state and District and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans.

## INSTRUCTIONAL RESOURCES

EF  
(LOCAL)

2. Meet high standards for artistic quality and/or literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
3. Are appropriate for the subject area and for the age, ability level, learning styles, and social and emotional development of the students for whom they are selected.
4. Are designed to help students gain an awareness of our pluralistic society.
5. Are designed to provide information that will motivate students and staff to examine their own attitudes and behavior; to understand their duties, responsibilities, rights, and privileges as citizens participating in our society; and to make informed choices in their daily lives.
6. For library selections, are integral to the instructional program, are appropriate for the reading levels and understanding of students, reflect the interests and needs of the students and faculty, are included because of their literary or artistic value and merit, and present information with the greatest degree of accuracy and clarity.

Administrators, teachers, library media specialists, other District personnel, parents, and community members, as appropriate, may recommend instructional resources for selection. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of resources is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of resources that still have educational value.

### CONTROVERSIAL ISSUES

District professional staff shall endeavor to maintain a balanced collection representing various views when selecting instructional resources on controversial issues. Resources shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]

### CHALLENGED RESOURCES

A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.

### INFORMAL RECONSIDERATION

The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:

## INSTRUCTIONAL RESOURCES

EF  
(LOCAL)

1. The principal or designee shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned resource.
2. The principal or designee shall explain the intended educational purpose of the resource and any additional information regarding its use.
3. If appropriate, the principal or designee may offer a concerned parent an alternative instructional resource to be used by that parent's child in place of the challenged resource.
4. If the complainant wishes to make a formal challenge, the principal or designee shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the resource.

### FORMAL RECONSIDERATION

A complainant shall make any formal objection to an instructional resource on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged resource with students or is familiar with the challenged resource's content. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged resource in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged resource conforms to the principles of selection set out in this policy. The committee shall prepare a written report of its findings and provide copies to the principal, the Superintendent or designee, and the complainant.

### APPEAL

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting with the appropriate administrator. [See DGBA, FNG, and GF]

### GUIDING PRINCIPLES

The following principles shall guide the Board and staff in responding to challenges of instructional resources:

1. A complainant may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.

INSTRUCTIONAL RESOURCES

EF  
(LOCAL)

2. A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own child.
3. Access to a challenged resource shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged resources is the appropriateness of the resource for its intended educational use. No challenged instructional resource shall be removed solely because of the ideas expressed therein.

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS

EFA  
(LOCAL)

	<p><del>The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although trained professional staff members are afforded the freedom to select instructional resources for their use in accordance with this policy and the state-mandated curriculum, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.</del></p>
OBJECTIVES	<p><del>In this policy, “instructional resources” refers to textbooks, library acquisitions, supplemental materials for classroom use, and any other instructional materials, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to deliver, support, enrich, and assist in implementing the District’s educational program. [See EFAA for the selection and adoption process of state-adopted instructional materials.]</del></p> <p><del>The Board shall rely on District professional staff to select and acquire instructional resources that:</del></p> <ol style="list-style-type: none"><li><del>1. Enrich and support the curriculum, taking into consideration students’ varied interests, abilities, learning styles, and maturity levels.</del></li><li><del>2. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.</del></li><li><del>3. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives.</del></li><li><del>4. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.</del></li><li><del>5. Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.</del></li></ol>
SELECTION CRITERIA	<p><del>In the selection of instructional resources, especially library acquisitions and supplemental materials for classroom use, professional staff shall ensure that materials:</del></p> <ol style="list-style-type: none"><li><del>1. Support and are consistent with the general educational goals of the state and District and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans.</del></li></ol>

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS

EFA  
(LOCAL)

2. ~~Meet high standards in presentation, format, readability, content, accuracy, artistic or literary quality, and educational significance.~~
3. ~~Are appropriate for the subject and for the age, ability level, learning styles, and social and emotional development of the students for whom they are selected.~~
4. ~~Are designed to provide information that will motivate students to examine their own attitudes and behavior, to understand their rights, duties, and responsibilities as citizens, and to make informed judgments in their daily lives.~~

~~Recommendations for library acquisitions shall involve administrators, teachers, other District personnel, and community representatives, as appropriate. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected accordingly.~~

~~Selection of materials is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of materials still of educational value.~~

CONTROVERSIAL  
ISSUES

~~The selection of library acquisitions on controversial issues shall endeavor to maintain a balanced collection representing various views. Library materials shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]~~

CHALLENGED  
MATERIALS

~~A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.~~

INFORMAL  
RECONSIDERATION

~~The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:~~

1. ~~The principal or designee shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned material.~~
2. ~~The principal or designee shall explain the role the questioned material plays in the educational program, its intended educational usefulness, and any additional information regarding its use.~~

INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS

EFA  
(LOCAL)

- ~~3.— If appropriate, the principal or designee may offer a concerned parent other instructional material to be used by that parent's child in place of the challenged material.~~
- ~~4.— If the complainant wishes to make a formal challenge, the principal or designee shall provide the complainant a copy of this policy and a Request for Reconsideration of Instructional Materials form [see EFA(EXHIBIT)].~~

~~FORMAL  
RECONSIDERATION~~

~~All formal objections to instructional resources shall be made on the Request for Reconsideration of Instructional Materials form. The form shall be completed and signed by the complainant and submitted to the principal or designee. Upon receipt of the request, the principal shall appoint a reconsideration committee.~~

~~The reconsideration committee shall include at least one member of the instructional staff who either has experience teaching the challenged material or is familiar with the challenged material. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and others deemed appropriate by the principal.~~

~~All members of the committee shall review the challenged material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy. The committee shall then prepare a written report. Copies of the report shall be provided to the principal, the Superintendent or designee, and the complainant.~~

~~APPEAL~~

~~The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting with the appropriate administrator. [See DGBA, FNG, and GF] The appeal shall contain documentation of the informal reconsideration process, if any, the Request for Reconsideration of Instructional Materials form, the reconsideration committee's report, and dates of conferences with the principal or designee.~~

~~GUIDING PRINCIPLES~~

~~The following principles shall guide the Board and staff in responding to challenges of instructional resources:~~

- ~~1.— A complainant may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.~~
- ~~2.— A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own children.~~

~~INSTRUCTIONAL RESOURCES  
INSTRUCTIONAL MATERIALS~~

~~EFA  
(LOCAL)~~

~~3. When instructional resources are challenged, the principles of the freedom to read, listen, and view must be defended as well.~~

~~4. Access to challenged material shall not be restricted during the reconsideration process.~~

~~The major criterion for the final decision on challenged materials is the appropriateness of the material for its intended educational use. No challenged library material shall be removed solely because of the ideas expressed therein.~~



INSTRUCTIONAL MATERIALS  
SELECTION AND ADOPTION

EFAA  
(LOCAL)

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**Note:** ~~For provisions regarding inventory and requisition of instructional materials, see CMD.~~

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INSTRUCTIONAL  
MATERIALS  
ALLOTMENT TEAM

~~The District shall establish a team, as needed, to select instructional materials and technological equipment to be purchased with the District's instructional materials allotment. The team shall make selections based upon District instructional needs and in accordance with administrative regulations.~~

CERTIFICATION OF  
INSTRUCTIONAL  
MATERIALS

~~The instructional materials allotment team shall ensure that selected materials, in combination with any other materials in use by the District, allow the District to certify that all students are provided with instructional materials that cover the essential knowledge and skills, as required by law. [See EFAA(LEGAL)]~~

BOARD ACTION

~~The Board shall approve final selections and ratify the District's certification of instructional materials. Final selections shall be recorded in Board minutes.~~

~~Prior to Board approval of final selections and ratification of the District's certification of instructional materials, the Board shall allot time for public comment on these topics. The Board may establish time limits for speakers. Speakers shall confine their remarks to the final selections under consideration and certification of instructional materials.~~

CURRICULUM DEVELOPMENT

EG  
(LOCAL)

CURRICULUM  
DEVELOPMENT

~~Learning shall be enhanced by adherence to a written curriculum that states District expectations of student learning and at the same time promotes continuity through curriculum acquisition and student mastery of skills and behaviors. The curriculum shall reflect the best knowledge that promotes the growth and development of learners, the needs of learners based on the nature of society, the desires of the patrons of the District, state and nation, and the content of multiple disciplines.~~

~~The District shall continually develop and modify its curriculum in a cyclical process to meet changing needs to ensure the highest quality programming. This ongoing curriculum process shall involve teachers, administrators, parents, and students. The District's written curriculum shall encompass the curriculum adopted by the State Board of Education and reflect national and locally developed standards. Through the use of vertical and horizontal teaming, the curriculum shall be articulated among prekindergarten-grade 12 and coordinated within each grade level.~~

STAFF  
RESPONSIBILITIES

~~The Superintendent or designee shall be responsible for the implementation of the curriculum management system. Staff designated by the Superintendent or designee shall serve as technical advisors to principals and shall establish the pace and cycles of the curriculum management process.~~

~~Principals shall assist teachers in a professional implementation of the District's written curriculum through teacher-made lesson plans, teacher-made tests, results from District-developed and state-mandated testing, and by monitoring instruction in classrooms.~~

~~Teachers shall be responsible for providing instruction and instructional activities that allow students the opportunity to master the goals and objectives specified in the District's written curriculum. When students demonstrate mastery of the District's curriculum, teachers may go beyond the written curriculum. Teachers shall follow the written curriculum developed for their teaching assignments. Professional personnel shall have the opportunity to provide contributions to curriculum development through curriculum committees.~~

CURRICULUM  
ALIGNMENT

~~The written curriculum shall be designed to provide and support motivational interventions for students that emphasize self-directedness, intrinsic goal setting, self-evaluation, persistence, and shall be designed to empower students to maximize their learning potential. The taught and tested curriculum shall be aligned with the written curriculum.~~

CURRICULUM DEVELOPMENT

EG  
(LOCAL)

	<p><del>While instructional differentiation may occur to address the unique needs of identified students, the instruction shall be derived from a curriculum that is common to all students.</del></p>
<p><del>EVALUATION OF INSTRUCTION</del></p>	<p><del>The District shall establish evaluation procedures for determining the effectiveness of instructional programming. Evaluations shall focus on determining the extent to which students are achieving and maintaining their mastery of appropriate specific learning expectations. Assessment of the effectiveness of the instructional program shall be determined, in part, by the performance of students on local and state mandated tests.</del></p>
<p><del>CURRICULUM GUIDES</del></p>	<p><del>Curriculum guides shall be provided in all program/subject areas. The guides shall state the purpose and function of the program, the program expectations, and the course expectations. District assessment procedures shall be developed as each curriculum is designed. All curriculum guides shall use a format approved by instructional services. Curriculum guides shall include state, national, and local standards and shall be updated on a cycle established by the District.</del></p> <p><del>Unit/lesson expectations and formative assessments shall be developed at each campus with the guidance of the principal.</del></p>
<p><del>ASSESSMENT OF CURRICULUM</del></p>	<p><del>The District shall provide assessment items that align with the goals and objectives specified in the District's written curriculum. The assessment shall include test items that the District may purchase and items developed by teacher committees.</del></p> <p><del>Assessment of the District's goals and objectives shall provide for a variety of assessment format options, including multiple-choice, essay, teacher observation, student-demonstrated competencies, and other alternative and authentic measures the instructional staff may deem appropriate. Student assessment results shall be reported to the Board annually.</del></p> <p><del>Teachers shall monitor student progress for acceleration, remediation, reinforcement, and extension of the curriculum as indicated by a student's assessed performance.</del></p>
<p><del>CURRICULUM TRAINING</del></p>	<p><del>The District shall provide professional development opportunities for teachers that improve their skills in the assessment of the effectiveness of the curriculum and instructional program. Training shall include, but not be limited to, the following:</del></p> <ol style="list-style-type: none"><li><del>1. Evaluation of classroom instructional programs based on the construction, validation, interpretation, and analysis of student performance assessments and results.</del></li><li><del>2. Use of technology in instruction.</del></li></ol>

CURRICULUM DEVELOPMENT

EG  
(LOCAL)

STUDENT  
PERFORMANCE  
EXPECTATIONS

~~3.—Instructional strategies that enhance student performance.~~

~~The student performance expectations shall be the goals from which all curriculum development expectations are derived during the curriculum development process. The goal of defining and implementing a curriculum development and management system shall be to develop students who will:~~

~~1.—Demonstrate mastery of reading, writing, speaking/listening, mathematical skills, and problem solving strategies sufficient for effective, efficient functioning in a complex society.~~

~~2.—Demonstrate historical, geographical, political, and economic literacy.~~

~~3.—Demonstrate application of skills and knowledge to the solution of human and environmental problems.~~

~~4.—Demonstrate knowledge of science and its processes in day-to-day decisions, suggest solutions to problems, and evaluate limitations of the proposed solutions.~~

~~5.—Appreciate and understand cultural diversity, the arts and humanities, current events, environmental issues, and ways to predict and influence future events.~~

~~6.—Demonstrate creative and disciplined thinking, identify needs and problems, locate and analyze information, form all appropriate sources for meaning and/or action, and apply problem-solving strategies.~~

~~7.—Demonstrate skill to access, organize, and synthesize relevant information, and utilize current and appropriate technologies as tools.~~

~~8.—Appreciate the need for healthful living and demonstrate knowledge of how to keep both body and mind physically and emotionally healthy.~~

~~9.—Develop skills to communicate in a second language at a level sufficient to function in business and social situations.~~

~~10.—Develop an appreciation of the intrinsic value of education and its necessity in a democratic society.~~

~~11.—Develop a commitment to the process of learning and acquire the necessary skills to promote continued learning and assume responsibility for self-directed learning.~~

~~12.—Develop cooperative/collaborative interpersonal skills necessary to function in business and social situations.~~

CURRICULUM DEVELOPMENT

EG  
(LOCAL)

FUNDING

~~The Board shall adopt a budget annually that provides the monetary resources to fund the development of a written curriculum, curriculum training, materials and resources to teachers, and develop the assessments necessary to effectively implement the aligned written curriculum.~~

CURRICULUM DESIGN

EH  
(LOCAL)

CURRICULUM  
DEVELOPMENT

Learning shall be enhanced by adherence to a written curriculum that states District expectations of student learning and at the same time promotes continuity through curriculum acquisition and student mastery of skills and behaviors. The curriculum shall reflect the best knowledge that promotes the growth and development of learners, the needs of learners based on the nature of society, the desires of the patrons of the District, state and nation, and the content of multiple disciplines.

The District shall continually develop and modify its curriculum in a cyclical process to meet changing needs to ensure the highest quality programming. This ongoing curriculum process shall involve teachers, administrators, parents, and students. The District's written curriculum shall encompass the curriculum adopted by the State Board of Education and reflect national and locally developed standards. Through the use of vertical and horizontal teaming, the curriculum shall be articulated among prekindergarten–grade 12 and coordinated within each grade level.

STAFF  
RESPONSIBILITIES

The Superintendent or designee shall be responsible for the implementation of the curriculum management system. Staff designated by the Superintendent or designee shall serve as technical advisors to principals and shall establish the pace and cycles of the curriculum management process.

Principals shall assist teachers in a professional implementation of the District's written curriculum through teacher-made lesson plans, teacher-made tests, results from District-developed and state-mandated testing, and by monitoring instruction in classrooms.

Teachers shall be responsible for providing instruction and instructional activities that allow students the opportunity to master the goals and objectives specified in the District's written curriculum. When students demonstrate mastery of the District's curriculum, teachers may go beyond the written curriculum. Teachers shall follow the written curriculum developed for their teaching assignments. Professional personnel shall have the opportunity to provide contributions to curriculum development through curriculum committees.

CURRICULUM  
ALIGNMENT

The written curriculum shall be designed to provide and support motivational interventions for students that emphasize self-directedness, intrinsic goal setting, self-evaluation, persistence, and shall be designed to empower students to maximize their learning potential. The taught and tested curriculum shall be aligned with the written curriculum.

CURRICULUM DESIGN

EH  
(LOCAL)

	<p>While instructional differentiation may occur to address the unique needs of identified students, the instruction shall be derived from a curriculum that is common to all students.</p>
EVALUATION OF INSTRUCTION	<p>The District shall establish evaluation procedures for determining the effectiveness of instructional programming. Evaluations shall focus on determining the extent to which students are achieving and maintaining their mastery of appropriate specific learning expectations. Assessment of the effectiveness of the instructional program shall be determined, in part, by the performance of students on local and state-mandated tests.</p>
CURRICULUM GUIDES	<p>Curriculum guides shall be provided in all program/subject areas. The guides shall state the purpose and function of the program, the program expectations, and the course expectations. District assessment procedures shall be developed as each curriculum is designed. All curriculum guides shall use a format approved by instructional services. Curriculum guides shall include state, national, and local standards and shall be updated on a cycle established by the District.</p> <p>Unit/lesson expectations and formative assessments shall be developed at each campus with the guidance of the principal.</p>
ASSESSMENT OF CURRICULUM	<p>The District shall provide assessment items that align with the goals and objectives specified in the District's written curriculum. The assessment shall include test items that the District may purchase and items developed by teacher committees.</p> <p>Assessment of the District's goals and objectives shall provide for a variety of assessment format options, including multiple-choice, essay, teacher observation, student-demonstrated competencies, and other alternative and authentic measures the instructional staff may deem appropriate. Student assessment results shall be reported to the Board annually.</p> <p>Teachers shall monitor student progress for acceleration, remediation, reinforcement, and extension of the curriculum as indicated by a student's assessed performance.</p>
CURRICULUM TRAINING	<p>The District shall provide professional development opportunities for teachers that improve their skills in the assessment of the effectiveness of the curriculum and instructional program. Training shall include, but not be limited to, the following:</p> <ol style="list-style-type: none"><li>1. Evaluation of classroom instructional programs based on the construction, validation, interpretation, and analysis of student performance assessments and results.</li><li>2. Use of technology in instruction.</li></ol>

STUDENT  
PERFORMANCE  
EXPECTATIONS

3. Instructional strategies that enhance student performance.

The student performance expectations shall be the goals from which all curriculum development expectations are derived during the curriculum development process. The goal of defining and implementing a curriculum development and management system shall be to develop students who will:

1. Demonstrate mastery of reading, writing, speaking/listening, mathematical skills, and problem solving strategies sufficient for effective, efficient functioning in a complex society.
2. Demonstrate historical, geographical, political, and economic literacy.
3. Demonstrate application of skills and knowledge to the solution of human and environmental problems.
4. Demonstrate knowledge of science and its processes in day-to-day decisions, suggest solutions to problems, and evaluate limitations of the proposed solutions.
5. Appreciate and understand cultural diversity, the arts and humanities, current events, environmental issues, and ways to predict and influence future events.
6. Demonstrate creative and disciplined thinking, identify needs and problems, locate and analyze information, form all appropriate sources for meaning and/or action, and apply problem-solving strategies.
7. Demonstrate skill to access, organize, and synthesize relevant information, and utilize current and appropriate technologies as tools.
8. Appreciate the need for healthful living and demonstrate knowledge of how to keep both body and mind physically and emotionally healthy.
9. Develop skills to communicate in a second language at a level sufficient to function in business and social situations.
10. Develop an appreciation of the intrinsic value of education and its necessity in a democratic society.
11. Develop a commitment to the process of learning and acquire the necessary skills to promote continued learning and assume responsibility for self-directed learning.
12. Develop cooperative/collaborative interpersonal skills necessary to function in business and social situations.



CURRICULUM DESIGN

EH  
(LOCAL)

FUNDING

The Board shall adopt a budget annually that provides the monetary resources to fund the development of a written curriculum, curriculum training, materials and resources to teachers, and develop the assessments necessary to effectively implement the aligned written curriculum.

ALTERNATIVE METHODS FOR EARNING CREDIT  
CREDIT BY EXAMINATION WITH PRIOR INSTRUCTION

EHDB  
(LOCAL)

The principal or designee or the attendance committee, as applicable, shall have authority to offer a student the opportunity to demonstrate mastery in a subject or to earn course credit by examination when the student has had prior instruction in a subject and when:

1. The student is enrolling in the District from a nonaccredited school [see FD];
2. The student has failed a subject or course; or
3. The student has earned a passing grade in a subject or course but has failed to earn credit **or a final grade** because of excessive absences [see FEC].

**The Board-approved examinations**~~Examinations~~ shall assess the student's mastery of the essential knowledge and skills and shall be administered according to established District procedures.

Prior to offering a student an opportunity to demonstrate mastery or earn credit by this method, an appropriate District employee shall review the student's educational records to determine whether the student has had prior instruction in the subject or course.

ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

**COURSE  
REQUIREMENTS**

To graduate, a student must complete the courses required by the District in addition to those mandated by the state.

~~COURSE  
FOUNDATION  
REQUIREMENTS  
IN PROGRAMS  
INSTITUTED  
PRIOR TO  
2014-15~~

~~Students enrolled in high school prior to the 2014-15 school year may graduate under state programs other than the foundation program, including the Minimum Program, the Recommended Program, and the Advanced/Distinguished Achievement Program. The courses required for each of these programs shall be listed in appropriate publications. The District credit requirements under these programs are listed below.~~

~~MINIMUM  
PROGRAM~~

~~The District requires no additional credits for graduation under the Minimum Program beyond the number mandated by the state.~~

~~RECOMMENDED  
PROGRAM~~

~~The District requires no additional credits for graduation under the Recommended Program beyond the number mandated by the state.~~

~~ADVANCED /  
DISTINGUISHED  
ACHIEVEMENT  
PROGRAM~~

~~The District requires no additional credits for graduation under the Advanced/Distinguished Achievement Program beyond the number mandated by the state.~~

~~READING CREDITS~~

~~The District shall offer up to 3 credits of reading for state graduation credit. The Superintendent or designee shall be responsible for establishing procedures to assess individual student needs and evaluate student progress and shall monitor instructional activities to ensure that student needs are met. Students shall be identified as eligible to earn reading credit based on:~~

- ~~1. Recommendation by a teacher or counselor.~~
- ~~2. Scores on assessment instruments and/or achievement tests.~~

~~FOUNDATION  
PROGRAM~~

The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.

**WITHOUT AN  
ENDORSEMENT**

The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.

**WITH AN  
ENDORSEMENT**

The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.

~~WITH AN  
ENDORSEMENT~~

ACADEMIC ACHIEVEMENT  
GRADUATION

EIF  
(LOCAL)

**DISTINGUISHED  
LEVEL OF  
ACHIEVEMENT**

The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.

**DISTINGUISHED  
LEVEL OF  
FINE ARTS  
SUBSTITUTIONS  
ACHIEVEMENT**  
**FINE ARTS  
SUBSTITUTIONS**

To the extent permitted by state rules ~~applicable to the student's graduation program~~, the District shall award state graduation credit in fine arts for participation in an approved community-based fine arts program.

**PHYSICAL  
EDUCATION  
SUBSTITUTIONS**

To the extent permitted by state rules ~~applicable to the student's graduation program~~, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.

**ACTIVITIES AND  
COURSES  
PRIVATE OR  
COMMERCIAL  
PROGRAMS**  
**PHYSICAL EDUCATION  
SUBSTITUTIONS**  
**ACTIVITIES AND  
COURSES  
PRIVATE OR  
COMMERCIAL  
PROGRAMS**

The District shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the ~~commissioner~~ **Commissioner** of ~~education~~ **Education**. [See also EHAC]

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**Note:** For purposes of this policy, the term campus charter includes a program charter.

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**CAMPUS CHARTERS**

The Board shall consider an application for a campus charter ~~or program charter~~ if the applicant::

1. Complies with the statutory requirements for a campus charter ~~or program charter~~;
2. Follows the application process established by the District; and
3. Supplies evidence to the Board that the applicant will comply with the statutory and District requirements for a campus charter ~~or program charter~~.

**COMPLIANCE WITH LAW**

Campus ~~charters and program~~ charters shall comply with all federal law and with state law governing such charters and shall be nonsectarian.

**APPLICATION PROCESS**

The Superintendent or designee shall schedule an informational meeting for anyone expressing interest in establishing a ~~charter~~ campus ~~or charter program~~. Applications and petition forms for a **campus** charter ~~campuses and charter programs~~ shall be available in the **central administration** ~~Superintendent's or designee's~~ office **or in a designated place that is accessible to parents and teachers in the District.**

Applicants shall present a draft of the application to the Superintendent or designee in accordance with a **timeline** ~~time line~~ established in administrative regulations. The Superintendent or designee shall work with the applicants in completing the application process.

A public forum shall be held to allow the applicants an opportunity to present their **proposal** ~~proposals~~ to the Board and to the community prior to formal consideration by the Board.

Final applications and **any applicable** petitions for campus charters ~~or program charters~~ shall be submitted to the District prior to **January 1** ~~January 1~~ for Board consideration of a charter to begin the following school year.

**CONTENT OF FINAL APPLICATION**

A final application for a campus charter ~~or program charter~~ shall include the following:

1. The purpose and need for such a campus or program;

2. The unique distinction between the proposed ~~campus or~~ program and the District's current ~~campuses and pro-~~grams~~program~~;
3. A mission and goals statement;
4. The curriculum to be offered;
5. A plan for measuring student achievement;
6. A governance and decision-making plan, including a list of local Board policies that shall apply, as well as a list of ~~any~~ local policies the applicant is requesting the Board to waive;
7. An enrollment and withdrawal process;
8. A plan for maintaining and reporting PEIMS data in accordance with state requirements;
9. Discipline procedures;
10. A safety and security plan;
11. A plan for providing facilities and student transportation;
12. A facility and maintenance plan that includes routine maintenance as well as emergency procedures for managing potential danger to the health and safety of students and employees;
13. An employment plan consistent with federal and applicable state guidelines, due process requirements, and contract non-renewal and termination procedures; and
14. The role of the chief operating officer responsible for personnel, the budget, purchasing, program funds, and other areas of management.

Applicants shall submit with the application ~~any~~~~the~~ required petitions indicating evidence of support for the approval of a campus ~~charter or program~~ charter.

CONTENT OF  
CHARTER

A charter shall be a written contract signed by the Board President, the Superintendent, and the chief operating officer of the campus charter.~~or program charter.~~

Each charter shall ~~satisfy~~:

~~1. Satisfy~~ the requirements of the law governing campus charters ~~and include~~~~or program charters~~;

~~2.15. Include~~ the items listed in the application, with any modifications required by the Board.;

In addition to the legally required contents of a charter, each charter contract shall:

- ~~3.1.~~ Stipulate a term length for the charter; and
- ~~4.2.~~ Establish a date for review or renewal of the charter.

REVISING THE  
CHARTER

Revisions or amendments to a charter shall follow the same process outlined at APPLICATION PROCESS, as applicable.

PROVISIONS FOR  
PROBATION OR  
REVOCATION

The Board may place on probation or revoke a campus charter in accordance with the charter contract if it finds that the ~~charter~~ campus ~~or charter program~~:

1. Violates a provision of applicable state or federal law;
2. Violates a provision of the charter, which may include failure to meet academic or financial accountability requirements; or
3. Fails to meet generally accepted accounting standards for fiscal management.

REVOCATION  
PROCEDURE

The Superintendent shall investigate any allegation that a ~~charter~~ campus ~~or charter program~~ has violated federal or applicable state law or provisions of the charter or fails to meet generally accepted accounting standards for fiscal management. The Superintendent shall hold a conference with the chief operating officer and governing body of the charter campus or program to discuss any such allegation.

If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the ~~charter~~ campus ~~charter or program~~ shall respond to the allegation at the next regularly scheduled Board meeting. The Superintendent shall ensure that the issue is on the agenda.

The Board shall hear the presentation and take action, if necessary, to place the ~~charter~~ campus ~~charter or program~~ on probation.

If the Board decides to consider revocation of the campus charter, it shall schedule a public hearing to be held on the respective campus ~~where the program is located~~.

COMMUNITY RELATIONS  
ADVERTISING AND **FUNDRAISING**~~FUND RAISING IN THE SCHOOLS~~

GKB  
(LOCAL)

PROMOTIONAL  
ACTIVITIES

**District**~~School~~ facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee.

[For information relating to nonschool use of facilities, see GKD.]

ADVERTISING

For purposes of this policy, “advertising” shall mean a communication designed to attract attention or patronage by the public or school community and communicated through means under the control of the District in exchange for consideration to the District. “Advertising” does not include public recognition of donors or sponsors who have made contributions, financial or otherwise, to the District or school support organizations.

Advertising shall be accepted solely for the purpose of generating revenue for the District and not for the purpose of establishing a forum for communication. The District shall retain final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. The District shall retain the authority to determine the size and location of any advertising. The District shall also reserve the right to reject advertising that is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum, as well as any content the District determines has a reasonable likelihood of exposing the District to controversy, litigation, or disruption.

**The District shall not accept paid political advertising.**

Acceptance of advertising shall not constitute District approval or endorsement of any product, service, organization, or issue referenced in the advertising, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District's formal procurement process.

[For information relating to school-sponsored publications, see FMA.]



Subject: Local Policy CH

### BACKGROUND INFORMATION

Local Policy CH: Purchasing and Acquisition – Purchasing Authority

Tyler ISD is electing to change the purchasing and acquisition Board approval threshold from \$25,000 to \$50,000 in the Local Policy CH. State law requires a limit of \$50,000, and this will facilitate a smoother process on more routine purchases under \$50,000. Purchases and acquisitions costing \$50,000 or more will require Board approval, with a few exceptions as stated in policy.

### ADMINISTRATIVE CONSIDERATION

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

### ADMINISTRATIVE RECOMMENDATION

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

### ACTION REQUIRED

First Reading

### CONTACT PERSONS

Tosha Bjork  
Nakeia Burrell

07-27-17

## PROPOSED REVISIONS 07/11/07

### PURCHASING AUTHORITY

The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs ~~\$25,000~~\$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place, except as otherwise provided in this policy.

The Superintendent is not required to obtain Board approval for the following types of budgeted purchases:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with law;
2. A purchase made through a cooperative purchasing program or state purchasing program that satisfies the District's obligation for competitive purchasing [see CH(LEGAL)];
3. A continuing or periodic purchase under a Board-approved bid or contract; or
4. A purchase for produce or fuel.

### PURCHASING METHOD

The Board delegates to the Superintendent or designee the authority to determine the method of purchasing in accordance with CH(LEGAL).

### COMPETITIVE BIDDING

If competitive bidding is chosen as the purchasing method, the Superintendent or designee shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids.

### COMPETITIVE SEALED PROPOSALS

If competitive sealed proposals are chosen as the purchasing method, the Superintendent or designee shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the

PURCHASING AND ACQUISITION

CH  
(LOCAL)

	<p>scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.</p> <p>The District may reject any and all proposals.</p>
ELECTRONIC BIDS OR PROPOSALS	<p>Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.</p>
RESPONSIBILITY FOR DEBTS	<p>The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.</p>
PURCHASE COMMITMENTS	<p>All purchase commitments shall be made by the Superintendent or designee in accordance with administrative procedures, including the District's purchasing procedures.</p> <p>Procurement cards may be used for designated purchases determined by the <a href="#">executive</a> director of financial services.</p>
PERSONAL PURCHASES	<p>District employees shall not be permitted to make purchases for personal use through the District's business office.</p>