

AGENDA

for the

Special Meeting

of the

Board of Trustees



Jim Poyer Instructional Complex, Library, 807 W. Glenwood,
Tyler, TX

Tyler Independent School District

May 26, 2010
8:30 AM

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

Notice is hereby given that on Wednesday, May 26, 2010, the Board of Trustees of the Tyler Independent School District will hold a Special meeting at 8:30 AM at the Jim Plyler Instructional Complex, Library, 807 W. Glenwood, Tyler, TX. 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 Mrs. Julie Delello, 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:

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|---------|---|
| 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 SPECIAL BOARD MEETING**

Wednesday, May 26, 2010 8:30 AM

Jim Plyler Instructional Complex, Library, 807 W. Glenwood, Tyler, TX

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.
 - IV. Consider legal advice regarding the purchase and sale agreement for the purchase of land and related action items.
 - B. 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 of professional personnel.
 - a. Principal of John Tyler High School
 - II. Consider renewals, non-renewals and terminations of contracts for professional personnel. (To deliberate the appointment, employment, evaluation, reassignment, duties, and contracts of employees.)
 - C. Texas Government Code Section 551.076
 - I. Consider the deployment, specific occasions for, or implementation of, security personnel or devices.
- IV. Reconvene from Executive Session
- V. Consider action on items discussed in Executive Session
 - A. Consider board approval of hiring, accepting resignations and/or terminations of professional personnel.
 - I. Principal of John Tyler High School 5
 - B. Consider renewals, non-renewals and terminations of contracts for professional personnel.
- VI. Action Items
 - A. Consider Approval of Memorandum of Understanding for the Temporary Lease of 6

Portable Buildings between Tyler Junior College and Tyler ISD	
B. Consider approval of Entering into Negotiations with Architectural Firms for a Future Bond Election	12
VII. Discussion Item	
A. Change of School Start Times and Bus Schedules for 2010-2011 School Year	13
VIII. Adjournment	

Subject: Personnel Actions

BACKGROUND

Personnel actions are as indicated.

ADMINISTRATION CONSIDERATION

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

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

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

RECOMMENDATION

The confirmation of personnel actions as indicated.

ACTION REQUIRED

Board approval

CONTACT PERSON

Randy Reid, Ed. D.
Sharon Roy

05-26-10

Subject: Consider Approval of Memorandum of Understanding for the Temporary Lease of Portable Buildings between Tyler Junior College and Tyler ISD

BACKGROUND INFORMATION

Tyler Junior College (TJC) has approached Tyler Independent School District (TISD) for the use of surplus portable buildings for swing space during renovations of existing buildings on the TJC campus. TJC will need the buildings for approximately 18 months. TISD will have approximately twenty-two (22) buildings available this summer due to the replacement schools at Andy Woods and Orr Elementary Schools. TJC will fund all moving costs and any improvements to the buildings as they are relocated.

ADMINISTRATIVE CONSIDERATION

The Memorandum of Understanding has been reviewed and approved by legal counsel of both parties. The MOU and Exhibit are attached.

ADMINISTRATIVE RECOMMENDATION

The Administration recommends the Board of Trustees approve the Memorandum of Understanding between Tyler Junior College and Tyler ISD for the 18 month lease period.

ACTION REQUIRED

Board Approval

CONTACT PERSONS

Tim Loper

05-26-10

MEMORANDUM OF UNDERSTANDING
BETWEEN
TYLER JUNIOR COLLEGE DISTRICT
AND
TYLER INDEPENDENT SCHOOL DISTRICT

1. PURPOSE AND SCOPE

This Memorandum of Understanding ("MOU") defines the agreements made between TYLER JUNIOR COLLEGE DISTRICT ("TJC") and TYLER INDEPENDENT SCHOOL DISTRICT ("TISD"). This MOU will serve as the governing document to provide direction and set forth the responsibilities for each party related to twenty-two portable buildings ("Buildings") owned by TISD, which will be leased by TJC for an eighteen (18) month period. The Buildings consist of 21 classrooms and 1 restroom.

This MOU is entered into by and between TJC and TISD and will be effective for all purposes beginning on June 1, 2010, and will end on December 31, 2011 ("Lease Period"). Schedule A attached hereto and incorporated herein will identify the specific Buildings to be leased pursuant to this MOU.

The parties to this MOU agree that partnering the resources of TJC and TISD, beginning with the execution of this MOU, will be beneficial to the students of both schools, as well as the citizens and taxpayers of the respective districts.

2. RESPONSIBILITIES OF TJC

As a partner in this Agreement, TJC agrees to the following:

- a. Pay all moving expenses from the various TISD locations to TJC.
- b. Enter into a contract for the Buildings to be moved to TJC. The buildings will be moved by Shivers House Moving, P.O. Box 1112, Tatum, Texas 75691. TJC is in receipt of Shivers House Moving's certificate of insurance for both its general liability and auto liability policies of insurance. These will be provided to TISD upon request.
- c. Make all necessary improvements to the buildings for TJC's intended purposes. These improvements will include, but are not limited to, adding floor bracing under some of the Buildings, penetrating the roof for venting on some of the Buildings, as well as tearing off the siding on one end of some of the Buildings in order to create a firewall as required by current codes and/or regulations. TJC will incur the expense for making these necessary improvements. With respect to the penetration of the roof for venting on some of the Buildings, TJC agrees to return the Buildings to their original condition at the end of the Lease Period.
- d. Obtain all necessary permits for moving the Buildings to TJC and for having them on the TJC campus during the Lease Period.

- e. Will insure the Buildings for the same replacement cost as TISD during the Lease Period. TISD will be listed as an additional insured on any policy of insurance for the Buildings.
- f. Will insure the contents of the Buildings for the Lease Period.
- g. Agrees to pay TISD rent in the amount of \$1.00 per building for the eighteen (18) month Lease Period, for a total of \$22.00. This amount shall be paid to TISD by June 30, 2010.
- h. Is responsible for obtaining all gas, electrical, remodel, and any other necessary permits related to the Buildings during the Lease Period.
- i. Is responsible for all general maintenance and repairs for the Buildings during the Lease Period.
- j. Will only use the Buildings for educational and/or school purposes.

3. RESPONSIBILITIES OF TISD

As a partner in this Agreement, TISD agrees to the following:

- a. TISD is responsible for any and all moving expenses at the end of the Lease Period from the TJC campus back to the various TISD locations.
- b. Will make sure that the Buildings are accessible and ready to be moved as of the effective date of the Lease Period (June 1, 2010).
- c. At the end of the Lease Period, TISD will be solely responsible for insuring the Buildings and their contents and will assume all costs, responsibility, and liability for moving the Buildings back to the various TISD locations at the conclusion of the Lease Period, including obtaining all necessary permits for same.

4. FORCE MAJEURE

Neither TJC nor TISD is required to perform any term or covenant of this MOU if such performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lock-outs, material or labor restrictions by any governmental authority, civil right, floods, and any other cause not reasonably within TJC's or TISD's control and that the parties cannot, by exercising due diligence, prevent in whole or in part.

5. INSPECTION

TISD reserves the right to inspect the Buildings at the end of the Lease Period, prior to their return to the various TISD locations.

6. INDEMNIFICATION

TISD shall indemnify (to the extent allowed by law), hold harmless, and defend TJC, its agents, representatives, employees, and Board members from and against any and all causes of action, claims, demands, liability, judgments, or expenses (including without limitation attorneys' fees, court costs and expert costs or fees) caused by the negligence, gross negligence or intentional

conduct of TISD or any person or entity acting on its behalf that arises out of or is in any way connected with TJC's use, occupancy or lease of the Buildings. This indemnity provision shall survive the expiration of the Lease Period or the termination of the MOU.

TJC shall indemnify (to the extent allowed by law), hold harmless, and defend TISD, its agents, representatives, employees, and Board members from and against any and all causes of action, claims, demands, liability, judgments, or expenses (including without limitation attorneys' fees, court costs and expert costs or fees) caused by the negligence, gross negligence or intentional conduct of TJC or any person or entity acting on its behalf that arises out of or is in any way connected with TJC's use, occupancy or lease of the Buildings. This indemnity provision shall survive the expiration of the Lease Period or the termination of the MOU.

7. IMPROVEMENTS AND MODIFICATIONS

TISD is aware that improvements and modifications will be made to the Buildings and consents to same. These improvements and modifications include, but are not limited to those set forth in this document under Section 2. TISD consents to any necessary modifications to the Buildings by TJC so that TJC can use the Buildings for their intended use. TISD also specifically consents to TJC changing the locks on the Buildings and making them ADA accessible, if necessary.

Any structural improvements made to the Buildings will be the property of TISD at the conclusion of the Lease Period. All trade fixtures, removable alterations, and furnishings will be the property of TJC, and will be removed from the Buildings by TJC at the end of the Lease Period. If TJC fails to remove these items by the end of the Lease Period, they will become the property of TISD.

8. WAIVER OF SUBROGATION

To the extent TJC and TISD may legally agree to do so, it is agreed that where either party may sustain a loss or damage against which loss or damage such party is covered by insurance, the party sustaining the loss or damage which is so covered by insurance waives its rights, if any, of recovery against the other party to the extent and amount such loss or damage is covered by insurance.

9. MISCELLANEOUS

The parties from time-to-time, as needed and appropriate, may amend and/or modify this MOU. Any such amendments and/or modifications will be made in writing, signed by both parties.

Neither party may assign this MOU, in whole or in part.

If any provision of this MOU is held by a court of law to be illegal, invalid, or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision and the legality, validity, and enforceability of the remaining provisions of this MOU shall not be affected or impaired thereby.

The MOU and all rights and obligations of the parties hereto and all terms and conditions hereof will be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas. Any lawsuit arising out of this MOU will be filed in Smith County, Texas.

By signing below, the parties agree to abide by this MOU in meeting the needs of the students in the TJC and TISD districts.

IN WITNESS WHEREOF, this Agreement is executed in multiple originals by the parties as of the _____ day of _____, 2010.

TYLER JUNIOR COLLEGE DISTRICT

TYLER INDEPENDENT SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: President

By: _____
Printed Name: _____
Title: President of the Board of Trustees

SCHEDULE "A"

1 -	P95
2 -	P18
3 -	P123
4 -	P93
5 -	P70
6 -	P56
7 -	P54
8 -	P086
9 -	P80
10 -	P46
11 -	P54
12 -	P53
13 -	P78
14 -	P132
15 -	P81
16 -	P104
17 -	P128
18 -	P37
19 -	P52
20 -	P149
21 -	P71
22 -	40' X 14' MEN'S AND LADIES RESTROOM

Subject: Consider Entering into Negotiations with Architectural Firms for a Future Bond Election

BACKGROUND INFORMATION

A Request for Qualifications for architects was advertised by the local newspaper within the legal time requirements as well as posted on TISD's web site. The selection committee received RFQ responses from seventeen (17) firms. The selection committee selected six (6) "short listed" firms for oral presentations. The committee then ranked the following six firms:

Fitzpatrick-Butler//Huckabee
Eubanks-Harris-Roberts-Craig
Corgan /Sinclair & Wright Architects
VLK
PBK
WRA/Thompson Architectural Group

ADMINISTRATIVE CONSIDERATION

Oral Interviews were conducted from the aforementioned firms on Friday, May 21st before a committee of six (6) individuals, 2 board members, 2 TISD Administrative staff and 2 public taxpayers. In anticipation of a future, successful bond election the award(s) of Architectural contract(s) is needed to expedite the design need of a new middle school and preliminary bond planning.

ADMINISTRATIVE RECOMMENDATION

Selection will be provided under separate cover.

ACTION REQUIRED

Board Approval

CONTACT PERSON

Tim Loper

05-26-10

Subject: Bell Schedule and Bus Transportation Changes for 2010-2011 School Year

BACKGROUND INFORMATION

The middle schools need to put additional emphasis on math, reading and allow time for elective choices and remediation during the school day. By adding the additional 15 minutes, an additional 45 minute class can be added. This will allow time for a double blocked class in math, language arts, science or an elective class.

Several campuses are all involved in grants that require teachers to have conference and planning schedules. The additional 15 minutes will allow teachers to have time for planning as an additional 45 minute class could be created. Common planning is essential as we move to more project-based approach to instruction with technology integrated into the lessons. Common planning is also a requirement for MYP programs.

Continuing to meet the fine arts and PE requirements of the state and provide additional challenging electives is becoming an increasingly difficult task. A schedule with 435 minutes allows for the possibility of 8 – 45 minute sections with a 30 minute lunch and time for passing between the periods.

Current bell schedule

Elementary School:	Drop at 7:15 am	Start 8:00 am	End 3:00 pm
Middle School:	First Bell 8:30 am	Start 8:40 am	End 3:40 pm
High School:	First Bell 8:20 am	Start 8:30 am	End 4:00 pm

Proposed for 2010-2011

Elementary School:	Drop at 7:00 am	Start 8:00 am	End 3:00 pm
Middle Schools:	First Bell 8:20 am	Start 8:25 am	End 3:40 pm
High School:	First Bell 8:35 am	Start 8:40 am	End 4:10 pm

Transportation schedules will be adjusted slightly to accommodate the new schedules.

ADMINISTRATIVE CONSIDERATION

For information purposes.

ACTION REQUIRED

None

CONTACT PERSONS

Randy Reid, Ed. D.
Debbie Kelly

05-26-10