

Notice of Regular Meeting

The Board of Trustees Celina Independent School District

A Regular Meeting of the Board of Trustees of Celina Independent School District will be held Monday, July 26, 2021, beginning at 6:15 PM in the Multipurpose Facility, Celina High School, Banquet Hall, 3455 North Preston Road, Celina, TX 75009.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **CALL TO ORDER & ESTABLISH QUORUM**
 - A. Pledge of Allegiance
 - B. Invocation
2. **INFORMATION/CONFIRMATION AGENDA ITEMS**
 - A. Construction Update
Presenter: Claycomb and Northstar Representatives
 - B. CTE Update
Presenter: Ryan Contreras
 - C. Student Dress Code
Presenter: Dr. Tom Maglisceau
 - D. Review of District and Campus Performance Data
Presenter: Lori Sitzes or Russell McDaniel
3. **SUPERINTENDENT'S REPORT**
 - A. Information / Superintendent's Update
Presenter: Dr. Tom Maglisceau
4. **PUBLIC COMMENT**
 - A. Comments from Visitors Who Wish to Address Board Members on Agenda or Non-Agenda Topics
5. **CLOSED MEETING**
 - A. Personnel - Pursuant to Texas Government Code Section 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.
 - B. Real Property - Pursuant to Texas Government Code Section 551.072, deliberation regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person.
 - C. Safety and Security - Pursuant to Texas Government Code Section 551.089, deliberation regarding security devices or security audits. (1) Security assessments or deployments relating to information resources technology; (2) network security information as described by Section 2059.055 (b); or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.
6. **RECONVENE - Open meeting to vote on matters considered in closed session in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, to take action necessary regarding personnel.**
7. **ACTION TAKEN ON ITEMS DISCUSSED IN CLOSED SESSION**
8. **ACTION/BRIEFING AGENDA ITEMS**

- A. Approve Interlocal Agreement with the City of Celina for School Resource Officer Support
Presenter: Dr. Tom Maglisceau
 - B. Approve TTESS Evaluators and Calendar
Presenter: Lori Sitzes
 - C. Approve CARE Teams Policies and Procedures
Presenter: Dr. Tom Maglisceau
 - D. Approve JJAEP Memorandum of Understanding
Presenter: Russell McDaniel
 - E. Approve (LOCAL) Policy Updates
Presenter: Dr. Tom Maglisceau
 - F. Approve Investment Policy
Presenter: Dr. Tom Maglisceau or Amber Pennell
 - G. Approve Roofing Bids for the Junior High 6th Grade Building
Presenter: Dr. Tom Maglisceau
 - H. Approve Insurance Premium Adjustment
Presenter: Dr. Tom Maglisceau
 - 9. **DISCUSSION ITEMS**
 - 10. **CONSENT/CONFIRMATION AGENDA ITEMS**
 - A. Minutes of the June 28, 2021 Regular Meeting
 - B. Monthly Cash Distributions/Cash Balance/Investment Report/Budget Amendments
 - 11. **ADJOURNMENT**
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If, during the course of the meeting, discussion of any items on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the preside officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

This meeting was posted in accordance with the Texas Open Meetings Act on Thursday, July 22, 2021 at 5:30 pm.

For the Board of Trustees

PROJECT UPDATE

JULY 2021

CELINA MIDDLE SCHOOL



STRUCTURAL STEEL INSTALLATION



PAVING REINFORCING



UNDERSLAB UTILITIES

CONSTRUCTION STATUS

SITE WORK

- EARTHWORK - ON-GOING
- SITE UTILITIES - ON-GOING
 - STORM SEWER
 - WATER LINES
 - ELECTRICAL SERVICE
 - SANITARY SEWER
- PAVING - ON-GOING
- ROUGH GRADING
- CONCRETE PARKING
- FIRE LANES

LOOKING FORWARD

- GAS LINE

BUILDING

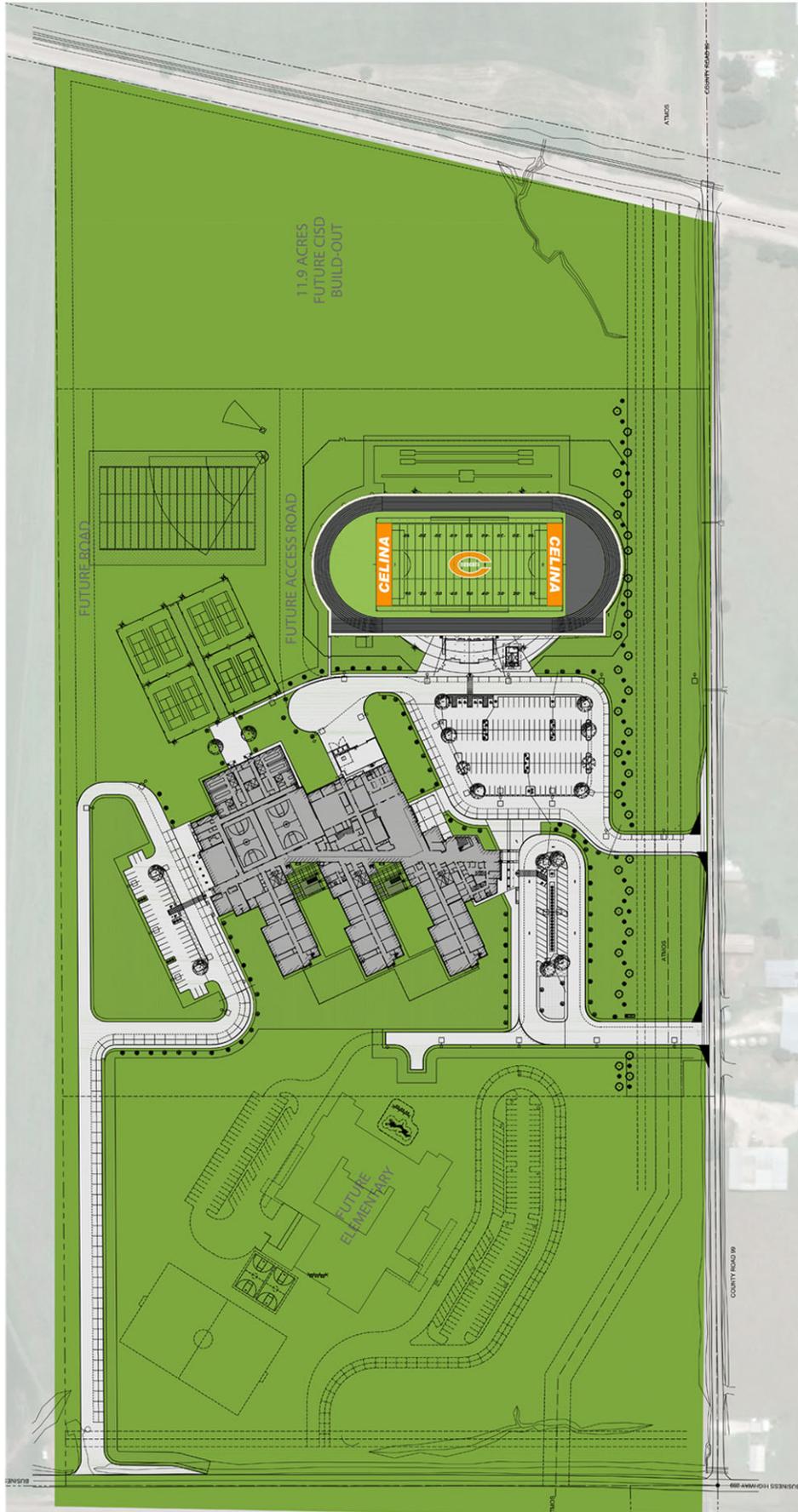
- STRUCTURAL STEEL DELIVERY - ON-GOING
- SHOP DRAWING SUBMITTALS - ON-GOING
- GRADE BEAMS - ON-GOING
- UNDERSLAB UTILITIES - ON-GOING
- PRE-SLAB INSTALLATION - GRADING, REINFORCING - ON-GOING
- SLAB INSTALLATION - ON-GOING
- STRUCTURAL STEEL INSTALLATION - ON-GOING

LOOKING FORWARD

- EXTERIOR METAL STUDS



PROJECT UPDATE



CELINA is CTE

Career and Technical Education

Ryan Contreras, Director of CTE



Programs of Study

APPLIED AG ENGINEERING

ANIMAL SCIENCE

BUSINESS MANAGEMENT/MARKETING AND SALES

PROGRAMMING AND SOFTWARE DEVELOPMENT

CONSTRUCTION MANAGEMENT/INSPECTION

ENGINEERING

FAMILY COMMUNITY SERVICE

DIGITAL COMMUNICATIONS

HEALTHCARE THERAPEUTICS

LAW ENFORCEMENT

LEGAL STUDIES

DESIGN AND MULTIMEDIA

New Courses

COMPUTER SCIENCE II

PRINCIPLES OF ENGINEERING

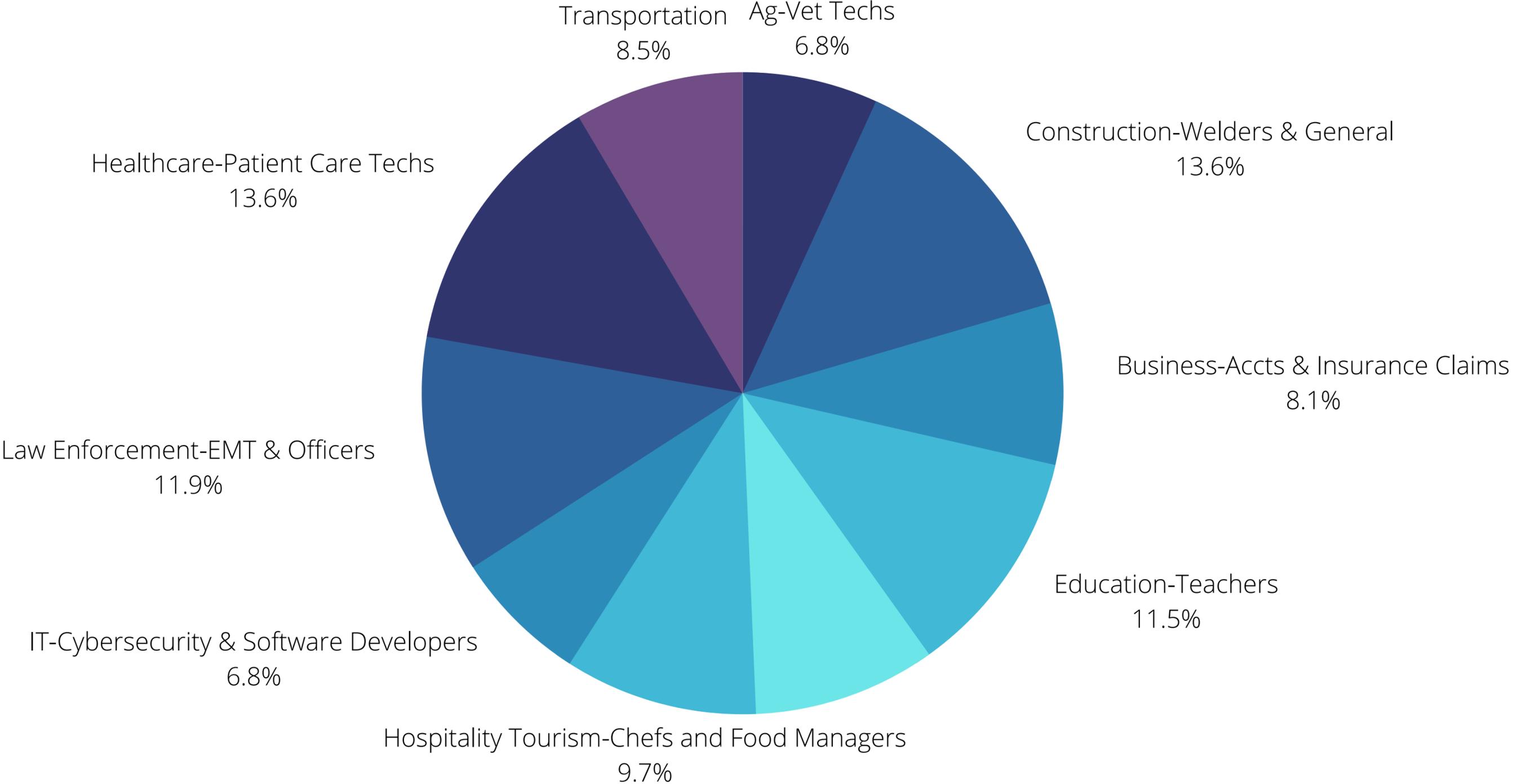
PRACTICUM OF HEALTH SCIENCE

LAW ENFORCEMENT I

FAMILY COMMUNITY SERVICE

Regional Demand Occupations

North Central Texas



Information provided by Interlink and Workforce Solutions

Emerging and Evolving Occupations

Biochemists
Biological Techs
Business Intelligence Analysts
Cloud Computing Architects
Convergence Techs
Data Scientists
Drone Operators
Environmental Engineers
Forensic Techs
Fuel Cell Techs
Genetic Counselors

Markets Research Analysts
Smart Materials Analysts
Nano Systems Engineers
Nano Tech Engineers
Quality Control
Remote Sensing Techs
Risk Mgmt Specialists
Robotics Techs
Solar Tech Installers
Virtual Reality Engineers
Wind Turbine Techs

WHAT'S NEW IN CTE



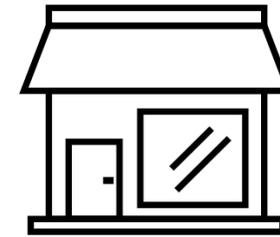
DEDICATED AV LAB

Teacher and students will have a dedicated lab with new iMacs that they will use for years to come.



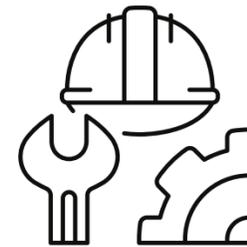
HEALTH SCIENCE LAB

Though temporary, this will ensure students can do more hands-on learning.



STUDENT STORE

Students will be planning, managing, and running a student store on campus.



NEW ENGINEERING LAB

New furniture and class design that is more engineering friendly, enables students to build and troubleshoot their robots.



CLUBS

New Clubs Include: DECA, HOSA and RECF

Collin College Dual Credit

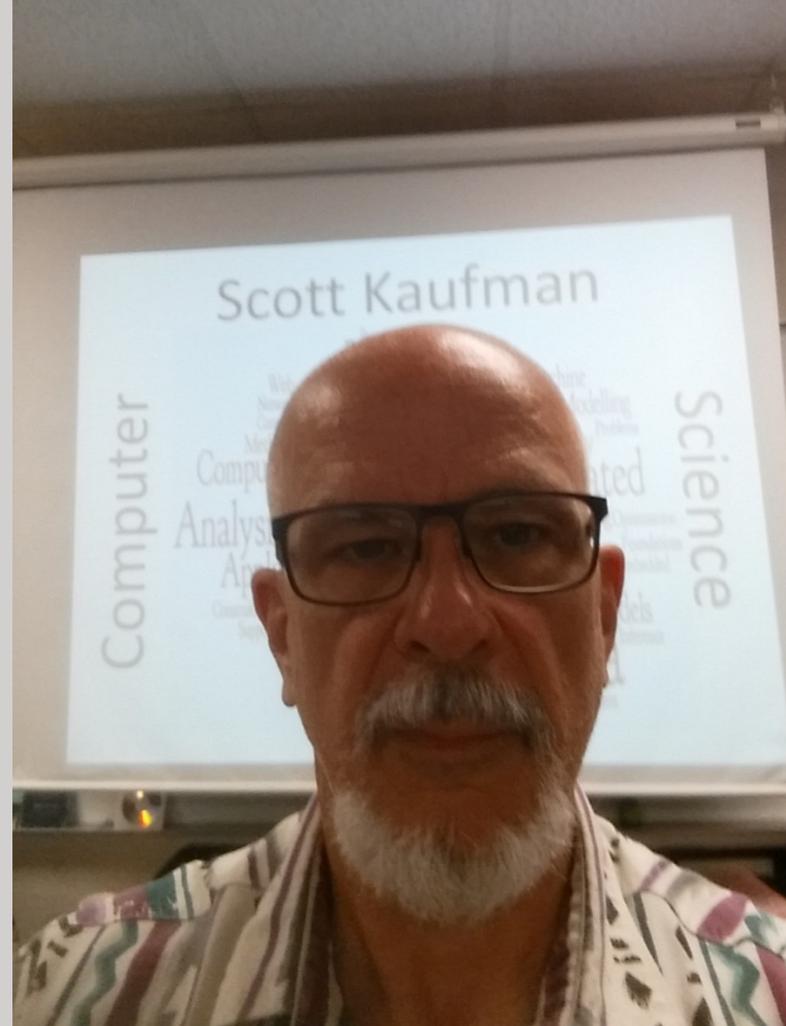
HEALTH SCIENCE

Courses: Medical Terminology and

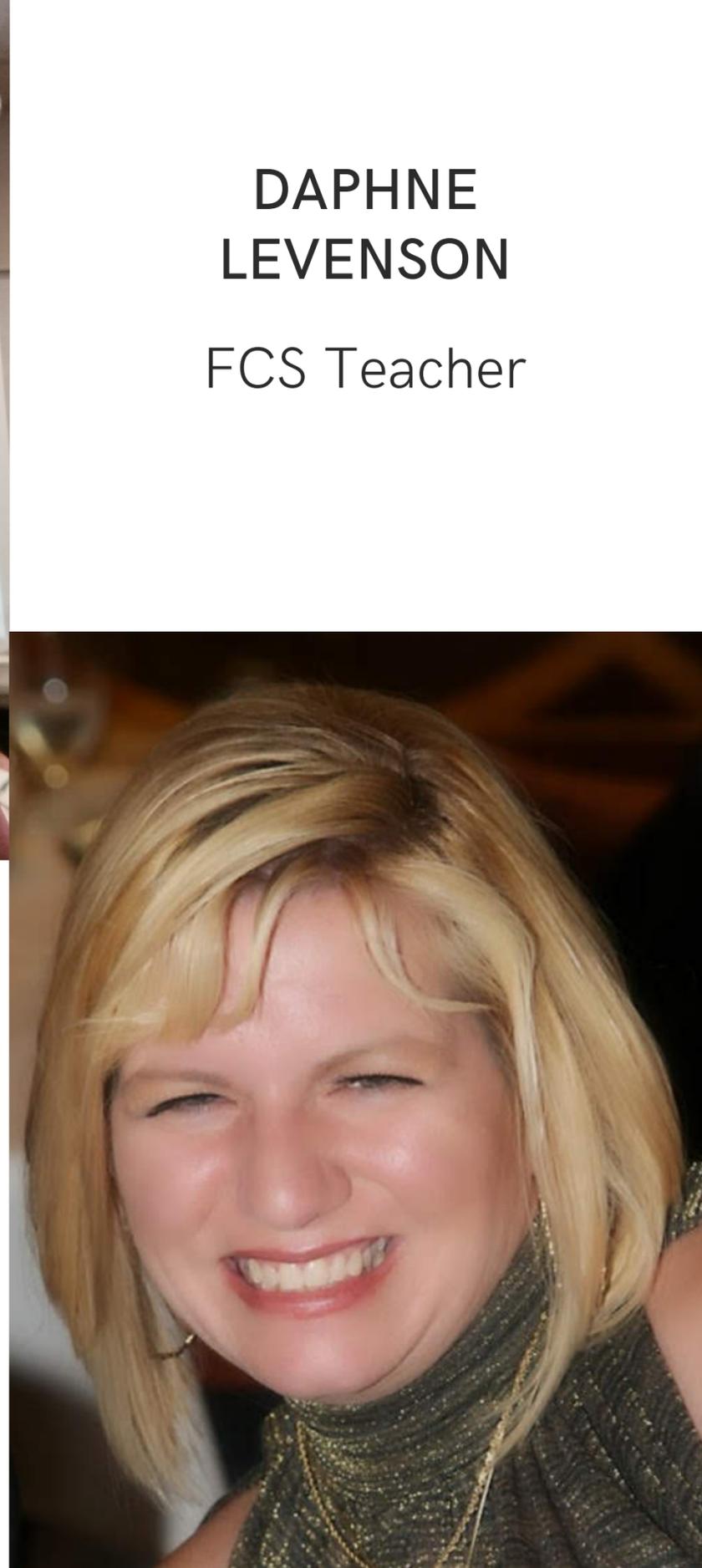
CONSTRUCTION AND ARCHITECTURE

Courses: Construction Management

New CTE Teachers



**SCOTT
KAUFMAN**
CS Teacher



**DAPHNE
LEVENSON**
FCS Teacher



**SCOTT
SCHRAGE**
Law
Enforcement
Teacher

New CTE Teachers



**JACOB
BROWN**

Ag Teacher

TRINA CURRIN

Business
Teacher

**BROOKE LIKE-
TAYLOR**

Engineering
Teacher

Industry-Based Certifications Earned

Entrepreneur Small Business - 45

AWS Welding - 33

Autodesk Fusion - 16

Adobe Premiere - 10

Communications Skills for Business - 8

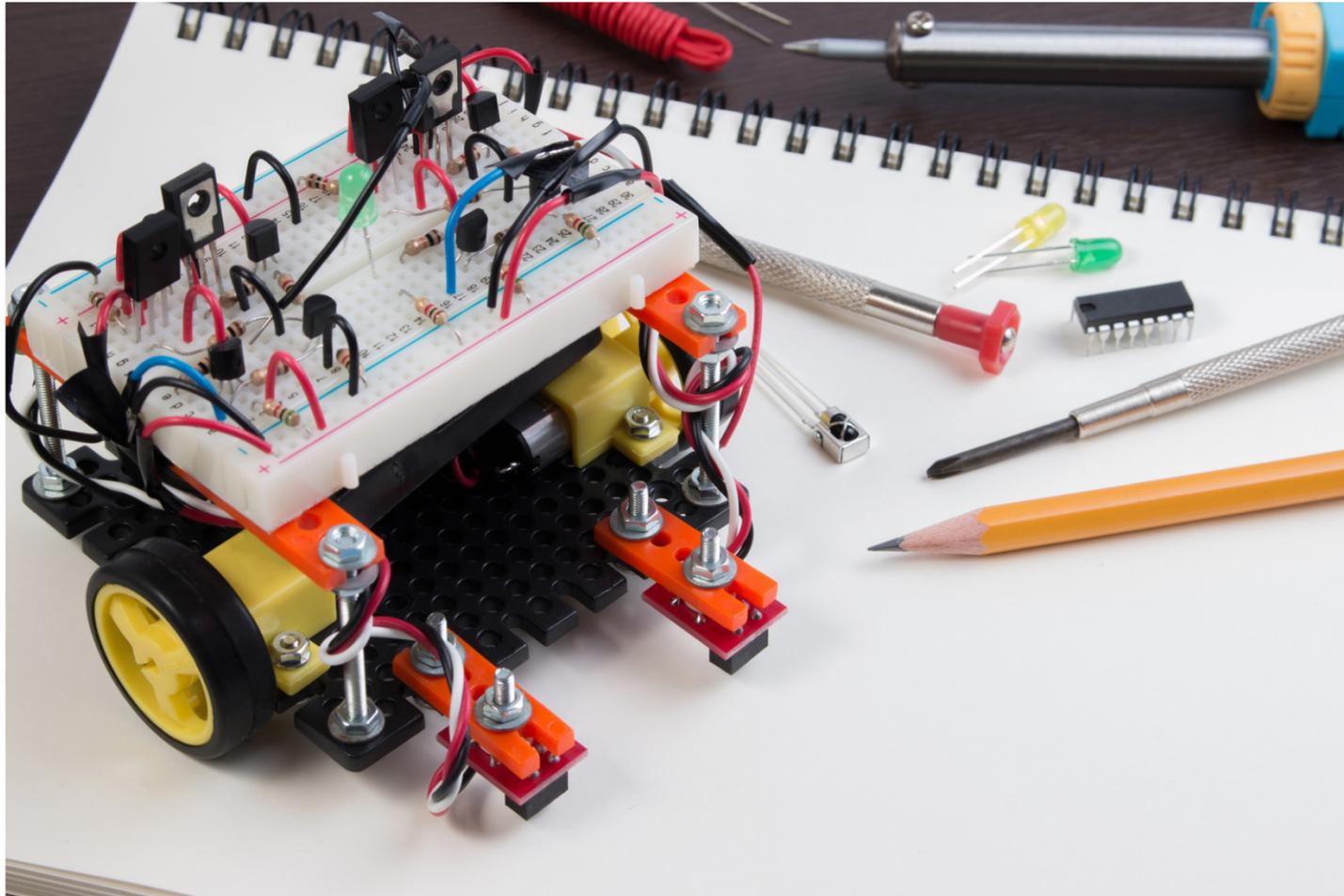
Total of 112

Adding for next year:

Adobe Photoshop, Patient Care Technician and Community Health Worker

Spring Welding Rodeo





Robotics Competitions

FCCLA Outreach





FACEBOOK

Presentations are
communication tools.



YOUTUBE

Presentations are
communication tools.

CAREER & TECHNICAL EDUCATION

FOLLOW US

NEW CHANGES

Dress and Grooming (All Grade Levels)

The district's dress code teaches grooming and hygiene, prevents disruption, minimizes safety hazards, and maintains a positive learning climate. Students and parents may determine a student's personal dress and grooming standards, provided that they comply with the following:

- Students should wear clothing that is neat, clean, and appropriate for the school environment. Any extreme appearance that may disrupt the normal operations of the school will not be permitted.

Hair:

- Hair, including facial hair, must be clean, neat, and well-groomed.
- Unnatural hair coloring is prohibited.
- Hairstyles, designs, or hair colors that are disruptive or a distraction to the school environment are prohibited.

Clothing: All clothing must be neat, clean, and in good repair.

Tops:

- Shirts must provide coverage from the collarbone to well below the waist. No cleavage will be shown.
- All shirts must have sleeves. (This requirement does not apply to elementary students.)
- Sheer or see-through materials are prohibited without appropriate material underneath.
- Midriffs may not be visible at any time.
- An excessively long shirttail may be required to be tucked in.

Bottoms:

- Pants are to be free of rips and tears above mid-thigh. There should be no visible skin above mid-thigh. Leggings may be worn under your jeans to conceal skin (flesh-colored leggings are not acceptable).
- Pants must be worn so that they fit securely at the waistline so undergarments are not visible if the shirt is raised.
- All skirts/shorts/dresses must be worn to mid-thigh. **Took out running shorts**
- Yoga pants/leggings/jeggings or any other form-fitting athletic gear may **ONLY** be worn under shirts, skirts, shorts, or dresses that cover up to mid-thigh all the way around the leg. Any leggings/jeggings/yoga pants may have no sheer or open component above mid-thigh.
- Pajamas, swimwear, blankets, and other clothing/shoes that are considered house-type wear are not permitted.

Footwear:

- Appropriate footwear must be worn at all times.
- House shoes are not permitted.

Other:

- Sunglasses and head coverings of any kind (including hoodies), except those worn for religious, cultural, or medical reasons may not be worn in the building unless approved by the campus administration.
- Body piercings other than the ear or nose are prohibited. A maximum of two earrings per ear may be worn. Only one nose stud is permitted. No bull rings allowed. Gauges, tongue piercing, facial piercing (i.e. eyebrow piercings, lip piercings, etc.), and body modification implements/jewelry are prohibited. Special note: students are not allowed to cover piercings of any kind with band-aids, tape, etc. Clear spacers MAY be worn as an acceptable alternative.
- Students may not display content related to alcohol, tobacco, drugs, gang-related, or obscene/suggestive slogans. This includes images of skulls or violent acts.
- No earbuds or headphones are visible during school hours.

Additional guidelines may be required for students participating in extracurricular activities. Coaches and activity sponsors will provide these guidelines. Student dress code restrictions may be adjusted for school-wide special occasions (Spirit Days, etc.) upon approval by the building principal. The final interpretation of the dress code will be determined by the building principal.

If the principal determines that a student's grooming or clothing violates the school's dress code, the student will be given an opportunity to correct the problem at school and return to the classroom. If the problem cannot be corrected at school, the principal will work with the student and parent to obtain an acceptable change of clothing for the student in a way that minimizes the loss of instructional time.

Dress Code Violation:

The dress code will be addressed at the beginning of the school year. Dress code violations will be addressed and the student will be given an opportunity to correct the violation either by changing clothes they already have on-campus or by changing into clothes issued by the office. Each time a student is sent to the office for a dress code violation, a disciplinary procedure will take place.

Repeated or severe offenses may result in more serious disciplinary action in accordance with the Student Code of Conduct.

Preliminary Results for Spring 2021

	TX	R10			Celina				2019	2018	2017	2016
	Approaches	Approaches	Meets	Masters	Approaches	Meets	Masters					
3rd												
Reading	66	69	41	21	90	60	37	Span 60	88	94	91	86
Math	61	63	32	16	85	43	23		90	94	94	86
4th												
Reading	62	63	39	20	77	47	22		89	88	88	90
Writing	52	54	30	10	65	32	6		77	77	84	85
Math	58	61	38	24	73	46	25		84	90	90	87
5th												
Reading	72	74	48	33	86	69	47	Span 86	96	97	94	92
Math	69	71	46	28	82	48	25		99	99	97	96
Science	60	62	32	14	76	37	17		91	95	95	91
6th												
Reading	61	63	34	16	77	44	21		84	85	83	83
Math	66	69	38	17	80	43	17		91	93	90	87
7th												
Reading	72	74	46	27	94	72	43		89	86	88	87
Writing	69	69	35	12	91	52	15		88	84	82	84
Math	61	63	31	16	86	49	14		94	89	85	89
8th												
Reading	77	79	47	23	93	63	32		97	93	97	97
Math	60	61	35	10	93	57	14		98	94	95	93
Science	67	69	44	25	90	70	35		94	86	96	84
SS	56	59	30	15	79	43	20		80	82	82	68
Algebra I					99	87	67		100	100	100	100
EOC												
Algebra I	72	73	44	26	79	27	10		73/83	94/95*	91*	89*
Biology	81	81	56	24	94	65	22		94/95	95/97*	95	97
English I	66	66	51	14	86	73	23		82/87	80/86*	83	84
English II	70	71	58	13	89	81	18		85/91	84/86*	81	85
US Hist	88	87	69	45	97	87	57		99/99	99	98	97
									*First Time Testers			

STATE OF TEXAS

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COUNTY OF COLLIN

INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This Interlocal Agreement for School Resource Officers (“Agreement”) is made between the Celina Independent School District (“District”) and the City of Celina (“City”) for the purpose of establishing the terms under which the City will provide the District with School Resource Officers (“SRO”s). Pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, the parties to this Agreement have determined that the most economic and efficient manner to fulfill their obligations to the students and staff at the District and to the tax paying citizens of the City and the District is to enter into this Agreement between and among themselves and therefore have agreed and do hereby agree, as follows:

I. CITY RESPONSIBILITIES

(a) School Resource Officers (SROs)

- (1) Officers provided. For the initial term the City agrees to assign two 2 police officers to serve as SROs to the District campuses located within the Celina corporate limits. The SROs will be primarily assigned to the high school and junior high school but will respond to requests from the Superintendent or his designee.
- (2) **Functions.** The SROs shall have the following responsibilities:
 - (A) provide campus security and safety to the District’s students, personnel, and any person in the jurisdiction of the SROs, in accordance with the duties of a commissioned police officer of the City;
 - (B) assist in limiting access to the school grounds to authorized persons;
 - (C) eject a person from school property under the District’s control in accordance with Penal Code 30.05;
 - (D) investigate and deter criminal acts on school grounds;
 - (E) serve as liaison between the school, police department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system;

- (F) attempt to identify and counter deviant behavior, such as gang activity, through information gained from assistance to young people and performance of other responsibilities;
- (G) at least once each school year offer to provide instruction to elementary students in a firearms accident prevention program, as determined by the District, pursuant to Texas Occupations Code Section 1701.603;
- (H) be available as a resource to teach, lead a discussion, or offer information on topics on which the SRO has special competence due to law enforcement training, such as safety or drug education;
- (I) take a pro-active role to provide a high visibility crime deterrent and police presence on school property, including, but not limited to, buildings, parking lots, and athletic fields, in order to effectively promote security and order in the schools; and
- (J) City of Celina SRO's shall take primary lead in responding to any reports of criminal conduct on school grounds with the Celina ISD Police Department responding as a secondary support.

(b) **Working conditions.** Normally the SRO will work an eight (8) hour day on instructional days during the regular school term with specific reporting/exit times determined by mutual consent of CISD and the Celina Police Department. Exceptions to such duty may arise when and assigned SRO is in required training or otherwise temporarily required elsewhere as determined by the CITY. SROs are still considered a non-exempt employee under the Fair Labor Standards Act and is subject to its provisions as well as department and city policy relating to overtime. Average number of hours worked each will be no more than 40 hours. All overtime requests will be reviewed and approved by Police Administration.

(c) **Unavailability.** In the event a SRO is absent from work, he is to notify both his supervisor at the Celina Police Department along with the principal of the SRO's assigned school. The District agrees and acknowledges that the SRO may be required to leave the District campuses during school hours as necessary to fulfill the SRO's duties as a police officer. These duties include, but are not limited to, attending mandated training, court, traveling to the detention center, and making arrests. The City shall provide the District notice by notifying the Superintendent when the SRO will be unavailable due to training, court, or other required assignments ten (10) days prior or, when ten (10) days prior notice is not possible, as soon as City becomes aware of such conflict. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of a SRO will not otherwise create an unnecessary risk or hamper school operations.

- (d) **Direction.** The SRO shall remain an employee of the City and shall be assigned by and responsible to the Celina Police Department, but shall work upon the request and with the direction of the Superintendent or his designee.
- (e) **Reassignment.** If a school principal or the Superintendent is not satisfied with the performance of the SRO assigned to the school, they may request in writing the transfer of the SRO, specifying the reason for the request. The Chief of Police for the Celina Police Department will use his professional discretion in deciding whether to replace the SRO.
- (f) **Training and equipment.** The SRO shall wear a police uniform and carry a service weapon while on duty at the school. The City agrees to provide the SRO with office supplies and all forms required in the performance of his duties. The City shall provide law enforcement training and certification as required by law, a City police vehicle and other police equipment including communication equipment necessary to allow the SRO to communicate with the City Police Department and other officers. The SROs must be licensed as provided by Occupations Code Chapter 1701. The District shall provide any equipment necessary to allow the SRO to communicate with school staff if desired by the District.
- (g) **Law enforcement.** The SRO shall take law enforcement action when necessary, but shall not be utilized as a school disciplinarian in the enforcement of District rules or policies. The SRO shall notify the school principal of all occurrences of crime on District campuses, and all custodial arrests or detentions of a student. The SRO shall notify the school principal prior to removing a student from school. The SRO shall follow the guidelines of the Texas Penal Code, Texas Education Code, Texas Code of Criminal Procedure, Texas Occupations Code Chapter 1701, District Policies and Safety Programs, and the Policies and Procedures of the Celina Police Department regarding investigations, interviews, and searches relating to juveniles.
- (h) **Selection of SROs.** The SROs serving as of the effective date shall be Sgt. Jonathan Harris and Officer Cody Kincaid. Any replacement officers or additional officers appointed during the initial term or any term thereafter shall be selected by the Chief of Police. When an SRO position becomes available, notice will be made to all sworn employees through regular postings. Applicants should be off probation with the Celina Police Department and have at least two years police experience. Interested officers should indicate such by sending a memo requesting consideration to the Chief of Police or his designee. The school district will be consulted with about the selection, and officers tentatively selected to fill vacant SRO position will meet with school officials prior to final staffing. The Chief of Police will be the final deciding authority on SRO staffing. Annually, an SRO Sergeant will conduct a review of SRO assignments in conjunction with both CPD and CISD.

- (i) **Confidentiality.** In carrying out duties, SROs shall at all times recognize and respect the confidentiality of student and education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g and its implementing regulations 34 C.F.R. Part 99 (“FERPA”) and District Board Policy (LEGAL) and (LOCAL). The District agrees to provide SROs access to student records to the extent permitted under FERPA. All SROs provided with student records shall follow the same rules as District employees concerning privacy of the records and shall return the records to the District upon completion of their assignment. City agrees that any student information obtained from the District will be used solely for legitimate law enforcement and educational purposes in accordance with all applicable, federal, state, and local laws, rules and regulations. The City agrees to provide the District access to information, to the extent required or permitted by law, pertinent to the safety of any party that the District is responsible for, and all information pertinent to investigations. Nothing contained herein shall restrict an officer’s method of response during health or safety emergencies, investigations of criminal activity, or response to behavior that violates criminal laws or threatens the safety of a student or others.

II. DISTRICT RESPONSIBILITIES

- (a) **Cooperation.** The District agrees to fully cooperate with the City in the implementation of this Agreement.
- (b) **Prompt payment.** The District shall remit funds to the City in a timely manner following receipt of a City invoice.
- (c) **Office Space.** The District agrees to provide the SROs with an office containing appropriate furnishings and a computer workstation capable of connecting to the Police Department Local Area Network. The SRO may be required to sign an Acceptable Use Agreement regarding use of District computer networks and internet access.

III. CONSIDERATION

- (a) **Source of funding.** Each party paying for the performance of services required by this Agreement shall make those payments from current revenues available to the paying party.
- (b) **Payments by District.** The District agrees to pay the City an amount equal to seventy-five percent (75%) of all personnel costs incurred by the City under this Agreement, including Base Pay, Salary Increases, Longevity Pay, Incentive Pay, FLSA, Court Attendance Costs, Medicare, Workers’ Compensation Insurance, Group Health Insurance, and Retirement. Overtime pay authorized by the District

will be invoiced separately by the City. Unless a public necessity exists any officer overtime must be approved in writing by Celina ISD. The City will provide an estimate each year to the district outlining the cost for the next fiscal year's agreement. These payments shall be made to the City in four equal payments to be paid by the 20th day of each month following the completion of a calendar quarter. (For informational purposes the estimated costs for the initial term are set forth on the attached Exhibit A).

- (c) **Renegotiated annually.** The payments under this Agreement may be renegotiated annually changes shall be documented by letter agreement on or before August 1 of each year.

IV. TERM

- (a) **Initial term.** The term of this Agreement shall be effective the ____ day of _____, 2021 and shall continue thereafter for a period of five (5) years on a year to year basis or until either party gives the other party ninety (90) days written notice of intent to terminate.
- (b) **Termination.** This Agreement may be terminated by either party at any time at its sole option, with or without cause, and without prejudice by giving ninety (90) days written notice of termination.

V. INDEPENDENT CONTRACTOR RELATIONSHIP

The City shall perform its obligations under this Agreement as an independent contractor and not as an officer, agent, servant or employee of the District. The City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licensees or invitees. The doctrine of respondeat superior shall not apply as between the City and the District, its officers, members, agents, servants, employees, subcontractors, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the District. It is expressly understood and agreed that no officer, member, agent, employee, subcontractor, licensee, or invitee of the District, or any program participant hereunder is in the paid service of the City. It is also expressly understood that the police officers assigned to this program are employees of the City, and will be paid by the City. The Celina Chief of Police may discipline, reassign, or dismiss the SRO based upon the City of Celina and Celina Police Department policies and procedures. In the event an assigned SRO is reassigned or dismissed, the City shall provide a replacement officer. In the event that the SRO is reassigned or dismissed, the District will not be required to compensate City for the affected SRO for the time period for which the SRO is removed and no replacement is available. Further, City will reimburse the District for any time period not served by the SRO and for which City has already received payment.

VI. NOTICES AND ADMINISTRATION

District and City shall each monitor, review and provide oversight of the services as they are provided and each agrees to notify the other as soon as reasonably possible in the event the level or quality of any services becomes unsatisfactory.

All notices, communications and reports required or permitted under this Agreement shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is subsequently notified otherwise in writing.

If intended for City, to:

John Cullison, Celina Police Chief
110 N. Colorado Street
Celina, TX 75009

If intended for District, to:

Dr. Tom Maglisceau, Superintendent
Celina Independent School District
205 S. Colorado Street
Celina, TX 75009

VII. MISCELLANEOUS PROVISIONS

- (a) **District property.** The City is not responsible for any property belonging to the District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, destroyed, or damaged.
- (b) **Non-discrimination - age.** Both parties agree that neither it nor any of this officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.
- (c) **Non-discrimination - other.** Both parties, in the performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, color, disability, national origin, nor will either party permit its agents, employees, subcontractors, program participants, licensees or invitees to engage in such discrimination.
- (d) **Termination.** The District and the City agree that if either party to this Agreement fails to comply with or breaches any of the material terms and provisions of this Agreement, the non-breaching party shall have the right to declare this Agreement immediately terminated, and the non-breaching party shall have no further responsibility or liability hereunder. Even without breach, this Agreement may be terminated by either party at its sole option and without prejudice by giving thirty (30) days written notice of termination to the other party.

- (e) **Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
- (f) **Enforcement.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right conferred by this Agreement shall not be construed as a waiver or relinquishment of that party's right to assert or rely upon any term or right on any future occasion.
- (g) **Venue.** This Agreement is entered into and performable in Collin County, Texas and shall be interpreted and enforced in accordance with the laws of the State of Texas. Should any claim or action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non- performance of this Agreement, venue shall lie in Collin County, Texas.
- (h) **Entire agreement.** This written instrument constitutes the entire agreement by the parties concerning school resource officers, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms of this Agreement is void. This Agreement has been approved by the governing bodies of each party. Changes in the total number of SROs to be provided by the City and the duty hours to be worked by the SROs shall be determined by mutual consent of the parties.
- (i) **Attorney's Fees.** The City and the District expressly agree that in the event of an adjudication of a claim which includes a legal proceeding brought under or relating in any way to this Interlocal Agreement For School Resource Officers, the prevailing party shall recover its reasonable and necessary attorney's fees as authorized by Texas Local Government Code 271.159.
- (j) **Immunity.** This Agreement is expressly made subject to the City and District's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to City or District or to create any legal rights or claim on behalf of any third party. Neither City nor District waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.
- (k) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED this _____ day of _____, 2021

**SIGNATURE PAGE
FOR INTERLOCAL AGREEMENT FOR
SCHOOL RESOURCE OFFICERS**

CITY OF CELINA

**CELINA INDEPENDENT
SCHOOL DISTRICT**

BY:

BY:

JASON LAUMER, CITY MANAGER

KELLY JUERGENS, PRESIDENT
BOARD OF TRUSTEES

DATE:

DATE:

ATTEST:

ATTEST:

VICKI TARRANT, CITY SECRETARY

TRACEY BALSAMO, SECRETARY
BOARD OF TRUSTEES

EXHIBIT "A"

Officer SRO

Salary - \$ 73,186.22
Benefits - \$ 23,812.45
Total: \$ 96,998.67

Celina ISD to pay \$72,749.00 of total compensation
City of Celina to pay \$24,249.67 of total compensation

Sgt. SRO

Salary - \$ 90,007.00
Benefits - \$ 27,304.52
Total: \$117,311.52

Celina ISD to pay \$87,983.64 of total compensation
City of Celina to pay \$29,327.88 of total compensation

21-22 T-TESS Appraisers

Celina Primary:

Nancy Alvarez

Lykins Elementary:

Linley Hawwkins

Sara Arrington

O'Dell Elementary:

Stacy Ceci

Kaylyn Reedy

Celina Middle School:

Jamey Briscoe

Walker Plagge

Celina High School:

David Wilson

Jacob Gregory

Elizabeth Pope

Alternates:

Russell McDaniel

Misty Warrick

Lance Lemberg

Starla Martin

21-22 T-PESS Evaluators

Certified Evaluators

Lisa Burgin

Russell McDaniel

Lori Sitzes

Alternates:

John Mathews

Tom Maglisceau

Starla Martin

Principals Assigned

Linley Hawkins

Nancy Alvarez

Stacy Ceci

Lance Lemberg

Jamey Briscoe

David Wilson

Celina Independent School District

2021-2022

Appraisal Calendar

July 21						
Su	M	Tu	W	Th	F	Sa
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August 21						
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November 21						
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December 21						
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June 22						
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July 22						
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August 22						
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Appraisal Timeline

New Employee Inservice

Inservice

T-TESS orientation completed by August 17

August 18 - First day of school

No formal observations

Holiday

September 24 - Goal Setting and PD Plan due to appraiser.

September 30 - All first year goal setting meetings with campus admin complete.

Formal observations

April 14 - Summative Annual Report provided five working days before conferences.

April 25 - May 5 - Summative Conferences
Written summary of observation due to teacher within ten days of observation. May rebut in writing or request second appraiser within ten working days. (Appraiser may extend to fifteen days.)

May 12 - Probationary & non-probationary teachers must be notified of a proposed non-renewal of his/her contract 10 days prior to the last day of instruction

Assessment and Care Teams

Policies and Procedures

I. Purpose

The Celina Independent School District, along with the Celina ISD Police Department, shall develop policies and procedures to assist school districts in establishing and training Assessment and Care Teams (ACT) (often referred to as Threat Assessment Teams or Safe and Supportive School Program Team) for each campus, in accordance with the *Texas Education Code (TEC) 37.115*, that reflect research-based best practices in this area.

The policies include procedures, when appropriate, for:

- (1) the referral of a student to a local mental health authority or health care provider for evaluation or treatment;
- (2) the referral of a student for a full individual and initial evaluation for special education services under Section 29.004 (Full Individual and Initial Evaluation); and
- (3) a student, or school personnel to anonymously report dangerous, violent, or unlawful activity that occurs or is threatened to occur on school property or that relates to a student, or school personnel.

II. Policy

School Boards must adopt Local policies, and Legal policies are required by law.

III. Definitions

An "**Assessment and Care Team**" is a team that conducts threat assessments by assessing and reporting individuals who make threats of violence, or exhibit harmful, threatening, or violent behavior toward themselves, individuals or groups of people. The ACT gathers and analyzes data to determine the level of risk and appropriate intervention. The ACT serves as a safety net for the community and school by:

1. Conducting a fact-based, investigative approach to determine how likely a person is to carry out a threat of harm or violence;
2. Identifying, assessing and managing appropriate interventions of individuals who are at risk of violence or harm against themselves and others; and
3. Providing guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual.

“Harmful, threatening, or violent behavior” includes behaviors, such as verbal threats, threats of self-harm, bullying, cyberbullying, fighting, the use or possession of a weapon, sexual assault, sexual harassment, dating violence, stalking, or assault, by a student. [TEC 37.115(a)(1)]

“Team” means an Assessment and Care Team established by the Board of Trustees of the Celina Independent School District [TEC 37.115(a)(2)]

A **“threat”** is a concerning communication or behavior that indicates that an individual poses a danger to the safety of the school staff or students through acts of violence or other behavior that would cause harm to self or others. The threat may be communicated behaviorally, orally, visually, in writing, electronically, or through any other means, and is considered a threat regardless of whether it is observed by or communicated directly to the target of the threat or observed by or communicated to a third party, and regardless of whether the target of the threat is aware of the threat.

IV. Assessment and Care Team

1. The board of trustees of each school district shall establish a Assessment and Care Team to serve at each campus of the district. [TEC 37.115(c)]
2. The superintendent of the district shall ensure that the members appointed to each team have expertise in counseling, behavior management, mental health and substance use, classroom instruction, special education, school administration, school safety and security, emergency management, and law enforcement. (TEC 37.115(d))
3. Each team must report required information regarding the team’s activities to TEA. [TEC 37.115(k)]
4. The superintendent of a school district may establish a committee or assign to an existing committee established by the district, the duty to oversee the operations of teams established for the district. A committee with oversight responsibility must include members with expertise in human resources, education, special education, counseling,

behavior management, school administration, mental health and substance use, school safety and security, emergency management, and law enforcement. [TEC 37.115(e)]. The Celina ISD Safety and Security Committee is the oversight committee for the Assessment and Care Teams for the Celina Independent School District.

5. Team members shall work collaboratively with each other, with other school staff, and (as appropriate) with community resources to support the purposes of the team and the safety of the school and its students and staff.
6. All team members should be involved with the assessment and intervention of individuals whose behavior poses a threat to the safety of school staff or students.
7. Team members shall actively, lawfully, and ethically communicate with each other; with school administrators; and with other school staff who have a need-to-know particular information to support the safety and well-being of the school, its students and its staff.
8. All team members should be involved with the assessment and intervention of individuals whose behavior poses a threat to the safety of school staff or students.
9. Each team shall conduct a threat assessment that includes:
 - a. Assessing and reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior; [TEC 37.115(f)(1)(a)]
 - b. Gathering/analyzing data to determine level of risk and appropriate intervention, including referring a student for mental health assessment and implementing an escalation procedure (if appropriate) [TEC 37.115(f)(1)(b)].
10. Each team shall:
 - a. Provide guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual [TEC 37.115(f)(2)];
 - b. Support the district in implementing the district's multi-hazard EOP [TEC 37.115(f)(3)]
 - c. Report immediately to the superintendent a team's determination that a student or other individual poses a serious risk of violence to self or others [TEC 37.115(h)];
 - d. Act in accordance with the district's suicide prevention program upon identifying a student at risk of suicide [TEC 37.115(i); and
 - e. Act in accordance with the district policies and procedures related to substance use prevention and intervention upon identifying a student using or possessing tobacco, drugs, or alcohol [TEC 37.115(j)].

11. A team may not provide a mental health care service to a student who is under 18 without written consent from the parent of or person standing in parental relation to the student [TEC 37.115(g)].

V. **Assessment and Care Team Procedures**

1. Receive report about a person of concern and screen for the following: A.) imminence; and B.) to determine need for full threat assessment
2. If threat assessment team believes the report does present an imminent danger or safety concern:
 - immediately notify law enforcement
 - once the emergency has been contained, the threat assessment team should complete a full threat assessment inquiry
 - if report involves a student, ACT should notify superintendent, who will notify the parent/guardian [TEC 37.115(h)]
 - if report involves a student at risk of suicide, team shall conduct a full threat assessment inquiry in addition to actions taken in accordance with the district's suicide prevention program [TEC 37.115(i)]
 - make other notifications (i.e., anyone that is/may be directly impacted)

OR

If ACT **does not** believe the report presents an imminent danger or safety concern:

- determine if there is a need for a full threat assessment inquiry
 - if no, document initial report and screening and add information to threat assessment database
 - if yes, proceed with a full inquiry using steps below.
3. If a report involves sexual harassment, sexual assault, dating violence, stalking, or a domestic violence assault notify the District's Title IX Coordinator immediately.
 4. Gather information about the person and situation from various sources, including an internet search.
 5. Organize and analyze information using the **Assessment and Care Team Matrix**, based on Investigative Questions from the U.S. Department of Education and Secret Service threat assessment guide.
 6. Make assessment about whether the individual of concern **poses** a threat of violence or self-harm, or if they are otherwise in need of assistance/intervention.
 7. Develop and implement a case management plan to reduce risk.
 8. As needed, refer individual of concern to local mental health authority or health care provider for evaluation/treatment AND/OR refer for a full individual and initial evaluation (FIE)/treatment for special education services.
 9. Monitor, re-evaluate, and modify plan to ensure intended outcome.

VI. Training

1. Each team must complete training provided by the TxSSC or a regional education service center (ESC) [TEC 37.115(c)].
2. On a regular basis, the Celina School District should monitor its team membership and quickly replace and train required expertise as needed.
3. The Celina School District should develop a system to ensure all stakeholders receive training on a continual basis.
4. If the Celina School District chooses to contract with a provider to deliver training for the district and multiple campus teams, the Texas School Safety Center recommends that training be based on the U.S. Secret Service and Department of Education model (i.e., SIGMA Threat Management, Salem-Keizer threat Assessment System, or the Virginia Model for Student Threat Assessment).

Assessment and Care Team Matrix

Date: _____

Subject: _____

Team Campus: _____

Team Lead: _____

The initial assessment is based on facts, circumstances, and information received concerning the subject(s) regarding a reported threat or incident.

Points	Fact	y/n/?	Score
5	threat identifies a specific person, place or thing	___	___
5	Threat identifies a specific date and time	___	___
5	Subject has a history of ACT Contacts	___	___
2	Known access to weapons	___	___
10	Recent traumatic stress incident involving subject	___	___
2	Known association with hate/violence group(s)	___	___
2	Social Media indications of threats, threatening behavior	___	___
2	Family, associates, or acquaintances suspect mental health issues	___	___
1	First person contact with reported verbal threats	___	___
10	Separation from friends, sports, school, significant other, or family	___	___
5	Subject has a history of violence	___	___
5	Subject has a history of violence towards authority	___	___
5	Subject has used/possessed weapons during L.E. contacts	___	___
2	Juvenile out-of-home placement history	___	___
5	Fascination/Obsession with violent video games	___	___
5	Subject is known to carry firearms on their person	___	___
5	Subject is described as Introvert/Loner, has been bullied, victim of violence	___	___
5	Writings/Drawings depict violence, acts of mass violence, or death	___	___
5	Subject prescribed behavioral medication and or receiving MHR treatment	___	___
2	Lack of support Structure	___	___
2	Illegal drug use	___	___
Total Matrix Points		___	___

2021-2022



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**Memorandum of
Understanding**

*Collin County Juvenile Services
Juvenile Justice Alternative Education Program*

This Memorandum of understanding (“MOU”) is entered into pursuant to Chapter 37 of the Texas Education Code and the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 by and between the Collin County Juvenile Probation Juvenile Justice Alternative Education Program (“JJAEP”) as the agent for the Juvenile Board of Collin County Texas (“Juvenile Board”), and the Independent School Districts of Collin County (i.e. McKinney ISD, Plano ISD, Allen ISD, Anna ISD, Blue Ridge ISD, Celina ISD, Community ISD, Farmersville ISD, Frisco ISD, Lovejoy ISD, Melissa ISD, Princeton ISD, Prosper ISD, Royse City ISD, Wylie ISD) (“ISDs”).

WHEREAS Collin County has a population greater than 125,000 and the Juvenile Board has been mandated by Education Code Section 37.011 to develop a Juvenile Justice Alternative Education Program (“JJAEP”) subject to the approval of the Texas Juvenile Justice Department (“TJJJ”); and,

WHEREAS the ISDs are located in whole or in part within Collin County; and

WHEREAS the ISDs have been mandated by Texas Education Code Sec. 37.007 (a), (d), and (e) to expel students for mandatory offenses; and,

WHEREAS the ISDs have the discretion to expel students under Education Code Sec.37.007 (b), (c); and,

WHEREAS the ISDs have the discretion to expel students under Education Code Section 37.0081A through Section 37.0081V; and,

WHEREAS the State of Texas has determined that public school students that engage in conduct that endangers the school population should be removed from the regular school setting and educated in a separate setting in order for the school districts to fulfill their primary mission of educating Texas youth; and

WHEREAS the parties hereto agree that the JJAEP is a cooperative effort between the educational community and the juvenile justice system with primary goals of the program being education and rehabilitation of juvenile offenders;

NOW THEREFORE THE PARTIES AGREE THAT:

**I. ADMINISTRATION OF COLLIN COUNTY JUVENILE PROBATION
JJAEP**

Collin County JJAEP shall administer the educational portion of the JJAEP program; shall maintain all educational records applicable to the ISDs with regard to the status and the ultimate disposition of each student assigned to the JJAEP and shall provide the necessary curriculum, including but not limited to bilingual services, in accordance with the Texas Education Code as it exists or may be amended, and; other such responsibilities normally associated with the administration of educational services. McKinney ISD shall provide curriculum, teachers and other personnel through a separate Interlocal Agreement. Such personnel will remain employees of McKinney ISD, and their duties and responsibilities are as described in such Interlocal Agreement. All personnel providing services in the JJAEP program will strive to provide an educational program for the students at the JJAEP that meet high academic standards.

Collin County shall serve as Fiscal Agent and shall collect and disburse funds applicable to educational services; shall be responsible for educational personnel serving the JJAEP program; shall maintain all educational records applicable to the program and shall correspond with each student's home district with regard to the status of each assigned student; and shall oversee the delivery of all necessary curriculums.

The expenses for the educational program shall be covered by those funds received in compliance with this section. Each district that has a student that receives services from the JJAEP under a discretionary placement in accordance with Tex. Educ. Code §37.0081 for conduct defined as a felony under Title V of the Texas Penal Code, other than students that received individualized services or those that are classified as "special populations" in Section 6 below, will be billed at the end of the JJAEP school year by Collin County in the amount of eighty-six dollars (\$86.00) per day for all days assigned to the JJAEP starting on the date of enrollment. Each district that has a student that receives services from the JJAEP under any other discretionary placement, other than students that received individualized services or those that are classified as "special populations" or students who have engaged in "serious" misbehavior while in an ISD's alternative education program (see 6.4 and 2.7 below for daily rates applying to such students), will be billed at the end of the JJAEP school year by Collin County in the amount of one hundred seven dollars (\$107.00) per day for all days assigned to the JJAEP starting on the date of enrollment. JJAEP will accept all mandatory and discretionary JJAEP placements for the period ordered by the sending ISD, subject to paragraph 2.3 herein. Any surplus funds existing at the conclusion of a school year will be utilized to the benefit of the JJAEP and the ISDs' students. The due date for payment of all invoices to ISDs, and the interest on late payments, shall be as provided by Tex. Gov't. Code Ch. 2251.

The Juvenile Board shall provide personnel in the form of a JJAEP Coordinator, as the Administrator of Record with the Texas Juvenile Justice Department, who will conduct day-to-day administration duties; school resource officers/caseworkers and juvenile probation/supervision officers to assure compliance with school district rules and regulations and the terms of each student's probation, under the direction of the Director of Juvenile Probation Services. The JJAEP shall conform to the standards and guidelines of the Texas Juvenile Justice Department. Furthermore, the JJAEP personnel shall be responsible for, and maintain, all reports, data, assessments, etc. necessary to permit and allow compliance, as necessary where necessary, with the Texas Education Code, including, but not limited to, Chapters 39 and 42 of the Texas Education Code.

II. STUDENT PLACEMENT, DUE PROCESS, AND TERM OF PLACEMENT

- 2.1 The parties to this MOU acknowledge that Texas Education Code Sec. 37.011 (a) requires that every expelled student in a county with a population of 125,000 or greater who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the JJAEP to provide educational services to all expelled students of Collin County.
- 2.2 Students who are expelled from the school district setting will be afforded due process within the respective ISD as provided by school district policy and federal and state law. If, during the period of expulsion, a student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the principal, another appropriate administrator, or the Board may issue an additional disciplinary order as a result of those proceedings. JJAEP will work with the respective ISD to determine the location for due process in this instance. Additional days of removal ordered for subsequent conduct while in the JJAEP will be served following completion of the student's initial placement in JJAEP. Discipline will not run concurrently.
- 2.3 Students who are removed from their "home campus" on a discretionary offense according to the Texas Education Code Chapter 37 must go directly to their Discretionary Alternative Education Program. These removals may be considered as a JJAEP discretionary placement on a case by case basis and review of that ISD's student code of conduct.
- 2.4 In order to avoid undue disruption of the educational process, each ISD shall notify the JJAEP of their intent to schedule an expulsion hearing. If this hearing results in an expulsion, then notification in writing should be provided to the JJAEP as soon as the expulsion hearing of a regular education student has concluded. In assigning a term of expulsion, the expelling ISD shall assign a term of not less than thirty (30) school days. Administrators of the ISD and JJAEP may agree on deviations from the minimum and maximum length of stay or placement on a case-by-case basis. A term of removal shall require successful completion of the assigned term. A successful school day is determined by the appropriate administrator at the JJAEP giving consideration to factors including but not limited to attendance, behavior, and academics. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official documentation that the off campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence.
- 2.5 If the student is expelled under any mandatory or Title 5 felony expulsion provision, the referral to the JJAEP requires a law enforcement report, including but not limited to an arrest report, an at-large charge, an arrest warrant, and/or notice under Article 15.27 of the Code of Criminal Procedure. If a student is removed to JJAEP under the registered sex offender provision, the referral to JJAEP requires official documentation of this registration.
- 2.6 All expulsions referred to the JJAEP require the sharing of records. For this reason, the ISDs designate the JJAEP as a school official with a legitimate educational interest in the educational records of students assigned to the JJAEP. Similarly, JJAEP designates the ISDs as school officials with a legitimate educational interest in the educational records of their respective students. Confidentiality of the records maintained by the ISDs and JJAEP will be maintained in accordance with the Family Education Rights and Privacy Act and will only be disclosed and/or discussed with school officials who have a legitimate educational interest in the records.

A. INTERAGENCY SHARING OF EDUCATIONAL RECORDS

(a) In this section:

(1) "Educational records" means records in the possession of a primary or secondary educational institution that contain information relating to a student, including information relating to the student's:

- (A) identity;
- (B) special needs;
- (C) educational accommodations;
- (D) assessment or diagnostic test results;
- (E) attendance records;
- (F) disciplinary records;
- (G) medical records; and
- (H) psychological diagnoses.

(2) "Juvenile service provider" means a governmental entity that provides juvenile justice or prevention, medical, educational, or other support services to a juvenile. The term includes:

- (A) a state or local juvenile justice agency as defined by Section 58.101;
- (B) health and human services agencies, as defined by Section 531.001, Government Code, and the Health and Human Services Commission;
- (C) the Department of Public Safety;
- (D) the Texas Education Agency;
- (E) an independent school district;
- (F) a juvenile justice alternative education program;
- (G) a charter school;
- (H) a local mental health or mental retardation authority;
- (I) a court with jurisdiction over juveniles;
- (J) a district attorney's office;
- (K) a county attorney's office; and
- (L) a children's advocacy center established under Section 264.402.

(3) "Student" means a person who:

- (A) is registered or in attendance at a primary or secondary educational institution; and
- (B) is younger than 18 years of age.

(b) At the request of a juvenile service provider, an independent school district or a charter school shall disclose to the juvenile service provider confidential information contained in the student's educational records if the student has been:

- (1) taken into custody under Section 52.01; or
- (2) referred to a juvenile court for allegedly engaging in delinquent conduct or conduct indicating a need for supervision.

(c) An independent school district or charter school that discloses confidential information to a juvenile service provider under Subsection (b) may not destroy a record of the disclosed information before the seventh anniversary of the date the information is disclosed.

- (d) An independent school district or charter school shall comply with a request under Subsection (b) regardless of whether other state law makes that information confidential.
- (e) A juvenile service provider that receives confidential information under this section shall:
 - (1) certify in writing that the juvenile service provider receiving the confidential information has agreed not to disclose it to a third party, other than another juvenile service provider; and
 - (2) use the confidential information only to:
 - (A) verify the identity of a student involved in the juvenile justice system; and
 - (B) provide delinquency prevention or treatment services to the student.
- (f) A juvenile service provider may establish an internal protocol for sharing information with other juvenile service providers as necessary to efficiently and promptly disclose and accept the information. The protocol may specify the types of information that may be shared under this section without violating federal law, including any federal funding requirements. A juvenile service provider may enter into a memorandum of understanding with another juvenile service provider to share information according to the juvenile service provider's protocols. A juvenile service provider shall comply with this section regardless of whether the juvenile service provider establishes an internal protocol or enters into a memorandum of understanding under this subsection unless compliance with this section violates federal law.
- (g) This section does not affect the confidential status of the information being shared. The information may be released to a third party only as directed by a court order or as otherwise authorized by law. Personally identifiable information disclosed to a juvenile service provider under this section is not subject to disclosure to a third party under Chapter 552, Government Code.
- (h) A juvenile service provider that requests information under this section shall pay a fee to the disclosing juvenile service provider in the same amounts charged for the provision of public information under Subchapter F, Chapter 552, Government Code, unless:
 - (1) a memorandum of understanding between the requesting provider and the disclosing provider:
 - (A) prohibits the payment of a fee;
 - (B) provides for the waiver of a fee; or
 - (C) provides an alternate method of assessing a fee;
 - (2) the disclosing provider waives the payment of the fee; or
 - (3) disclosure of the information is required by law other than this subchapter.

2.7 The expulsion order, when forwarded to the JJAEP, should have attached: family contact information, withdrawal grades, most recent report card, prior TAKS or STAAR scores, transcript, and immunization records. If the expulsion is for serious misbehavior, JJAEP will require the discipline records that constitute the behavior for which that student was expelled. When applicable, special education records that include the most recent ARD, IEP, and manifestation determination are required.

2.8 Each ISD in Collin County that chooses to expel a student from the ISD for serious misbehavior under Texas Education Code Sec. 37.007(c) shall adopt the definitions of "serious" misbehavior in 2.8 below in its own student code of conduct. This may result in expulsion from the District Alternative Education Program. The student may be subject to expulsion for serious misbehavior only if the student is already in a

school District Alternative Education Program, and engages in, or continues to engage in the serious misbehavior that violates the district's student code of conduct. Those students expelled under Texas Education Code Sec. 37.007(c), classified as "serious" will be billed at the end of the year by Collin County in the amount of one hundred fifteen dollars (\$115.00) per day for all days assigned to the JJAEP starting on the date of enrollment

2.9 "Serious Misbehavior" is defined to mean: shall include, but not be limited to, the following offenses that occur on school premises:

- A. Deliberate violent behavior that poses a direct threat to the health and safety of others.
- B. Extortion (gaining of money or property by force of threat.)
- C. Coercion as defined by the Penal Code Sec. 1.07
 - a.)to commit an offense;
 - b.)in inflict bodily injury in the future on the person threatened or another;
 - c.)to accuse a person of any offense;
 - d.)to expose a person to hatred, contempt or ridicule;
 - e.)to harm the credit or business repute of any person; or
 - f.)to take or withhold action as a public servant, or to cause a public servant to take or withhold action.
- D. Public Lewdness (PC 21.07)
- E. Indecent Exposure (PC 21.08)
- F. Criminal Mischief (PC 28.03)
- G. Personal Hazing; (TEC 37.152)
- H. Harassment (PC 42.07 (a) (1) of a student or employee

2.10 In the event that a student becomes a danger to himself, JJAEP personnel, or other students within the program, or becomes a disruption of the learning environment so severe as to make it detrimental to the other students within the JJAEP program, the JJAEP administration shall reserve the right to refer the student to the Juvenile Probation Office and /or refer those students back to their home campus for evaluation. Each ISD will be notified of the referral to the Juvenile Probation Office of any special education student of the ISD. Upon notification, the respective ISD will schedule an ARD meeting as soon as practicable in compliance with the IDEA.

2.11 Sec. 37.0012. DESIGNATION OF CAMPUS BEHAVIOR COORDINATOR

- (a) A person at each campus must be designated to serve as the campus behavior coordinator. The person designated may be the principal of the campus or any other campus administrator selected by the principal.
- (b) The campus behavior coordinator is primarily responsible for maintaining student discipline and the implementation of this subchapter.
- (c) Except as provided by this chapter, the specific duties of the campus behavior coordinator may be established by campus or district policy. Unless otherwise provided by campus or district policy: (1) a duty imposed on a campus principal or other campus administrator under this subchapter shall be performed by the campus behavior coordinator; and (2) a power granted to a campus principal or other campus administrator under this subchapter may be exercised by the campus behavior coordinator.

- (d) The campus behavior coordinator shall promptly notify a student's parent or guardian as provided by this subsection if under this subchapter the student is placed into in-school or out-of-school suspension, placed in a disciplinary alternative education program, expelled, or placed in a juvenile justice alternative education program or is taken into custody by a law enforcement officer. A campus behavior coordinator must comply with this subsection by: (1) promptly contacting the parent or guardian by telephone or in person; and
- (2) Making a good faith effort to provide written notice of the disciplinary action to the student, on the day the action is taken, for delivery to the student's parent or guardian.

EDUCATION CODE CHAPTER 37. DISCIPLINE; LAW AND ORDER

(e) If a parent or guardian entitled to notice under Subsection (d) has not been reached by telephone or in person by 5 p.m. of the first business day after the day the disciplinary action is taken, a campus behavior coordinator shall mail written notice of the action to the parent or guardian at the parent's or guardian's last known address.

(f) If a campus behavior coordinator is unable or not available to promptly provide notice under Subsection (d), the principal or other designee shall provide the notice.

[Added by S.B. 107, 84th Leg., 2015.]

III. STUDENT REMOVAL & REVIEW OF PLACEMENT

- 3.1 Texas Education Code Sec. 37.303 requires the ISD's to remove a registered sex offender from the regular classroom upon receipt of notice under Article 15.27 or Chapter 62 of the Texas Code of Criminal Procedure. This removal should be to an appropriate placement for a term of at least one semester. Funding for students placed in the JJAEP under Sec. 37.303 shall be in the same manner and amounts as for other expelled students in Section I, Section II and Section VI herein.
- 3.2 For the purpose of placement in the JJAEP program a semester shall be defined as one full semester. Students entering into the program in the middle of a semester must complete the following full semester in order to allow for smooth transition of the child back to a regular education setting.
- 3.3 Texas Education Code Sec. 37.306 requires that at the end of that full semester the school district shall convene a committee to review that removed student's placement. That committee shall, by statute, consist of:
- 3.3.1 Classroom teacher from the campus the student would otherwise be assigned;
 - 3.3.2 The student's parole or probation officer or, if no assigned officer, a representative for the juvenile department;
 - 3.3.3 An instructor from the JJAEP alternative education setting;
 - 3.3.4 A school district designee selected by the Board; and
 - 3.3.5 A counselor employed by the ISD.

The committee, by a majority vote, shall determine and recommend to the Board of Trustees of the student's originating ISD whether the student should be returned to the regular classroom setting or remain in the JJAEP. If the committee recommends that the student be returned to the regular classroom setting, the ISD's board of trustees shall return the student to such setting unless it determines that the student's presence in the

regular classroom is a threat to the safety of others; is detrimental to the educational process; or is not in the best interests of the district's students.

- 3.4 If a student remains in the alternative setting, the board of trustees of the originating ISD shall before each school year convene the committee to review the student's placement, as outlined above.

IV. TRANSPORTATION

- 4.1 Transportation to the JJAEP is the responsibility of the sending district. Students should arrive at The Juvenile Complex, located at 4690 Community Ave, McKinney, Texas 75071 no earlier than 7:15 a.m., but no later than 8:00 a.m. on each day that school is in session according to JJAEP Calendar. Transportation home shall begin at 2:45 p.m.; all students should be picked up by 3:00 p.m.
- 4.2 The Sending district should provide the parent information on transportation at or during the expulsion process.

V. OPERATION OF THE JJAEP

- 5.1 The JJAEP calendar will be operate on a 9 weeks calendar with 173 total instructional days. Holidays and teacher work days will be according to the McKinney ISD calendar.
- 5.2 While a student is attending the JJAEP, the student may not participate in or attend any school district extracurricular activities at their home district or any other public school campus in the state of Texas.
- 5.3 Parents and sending districts will receive notice of a student's academic progress in accordance with the schedule; every nine weeks for the 2021-2022 school year.
- 5.4 Students enrolled in the JJAEP shall be provided the opportunity to be assessed through the State of Texas Assessments of Academic Readiness (STAAR) examination, as well as any and all other examinations as required by the State of Texas. The home districts shall be responsible for making these tests available. A JJAEP teacher will administer the tests on the JJAEP campus.
- 5.5 The JJAEP shall accept students between the ages of 10 to 17 years of age. Students voluntarily enrolled in an ISD beyond the age of 17 will be accepted at the JJAEP if removed to the JJAEP by an ISD. Special education students may be served beyond the age of 17 to the extent required by law.
- 5.6 To the extent technology is available at the JJAEP students enrolled in JJAEP will be provided Internet access for curricular activities, in accordance with McKinney ISD Acceptable Use Policies. Technology, to the extent available and appropriate, will be incorporated in the instruction provided at the JJAEP.
- 5.7 Transitional assistance for students at the JJAEP will be provided to assist with the transition from the JJAEP back to the student's home campus.
- 5.8 Students enrolled in JJAEP will be subject to a standardized dress code displayed in the Collin County Juvenile Justice Alternative Education Student Code of Conduct for that current school year.
- 5.9 The JJAEP shall adopt a student code of conduct in accordance with Tex. Educ. Code §37.001

VI. SPECIAL POPULATIONS

- 6.1 The JJAEP and the ISDs shall cooperate in the provision of special services to students placed in the JJAEP.
- 6.2 When expelling a student with a disability who receives special education services, the expelling district, in accordance with applicable federal law, shall provide the administrator of the juvenile justice alternative education program or the administrator's designee with reasonable notice of the meeting of the student's admission, review, and dismissal committee to discuss the students' expulsion. A representative of the JJAEP shall participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP program.
- 6.3 In the event a student is placed in the JJAEP who has not been identified by the ISD from which the student was expelled as being eligible to receive such services the JJAEP staff shall refer the student to the ISD from which the student was expelled for evaluation and determination of special education eligibility. In the event the student is eligible for special services the JJAEP shall implement and be responsible for the academic elements of any program and the expelling ISD shall implement and deliver any required related services.
- 6.4 School Districts that refer a student with disabilities that are of a nature that it would require that they receive services in a self contained classroom at the JJAEP shall be billed at the rate of one hundred eighteen dollars (\$118.00) per day for the length of their expulsion to the JJAEP. All other students classified as a "Special Education" student will be billed at the rate of eighty six dollars (\$86.00) per day for the length of their expulsion for placements under Tex. Educ. Code 37.0081 for conduct defined as a felony under Title V of the Texas Penal Code. All students classified as "Special Education" but not falling into one of these two categories will be billed at the rate of one hundred seven dollars (\$107.00) per day for the length of their expulsion for discretionary placements.
- 6.5 348.208 Program Requirements (b) English as a Second Language (ESL). (1) The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations must be maintained. "English as a Second Language" services and instruction are required to address the needs of any non-English speaking student. The home district's "Language Proficiency Admissions Committee (LPAC)" should meet within 30 days after the student is placed in the JJAEP to determine the amount of services necessary per week for the ESL or non-English speaking student. This should be monthly communication between the District LPAC and the JJAEP.
- 6.6 348.208 Program Requirements (c) Section-504-Eligible Students. (1) The JJAEP must ensure, in collaboration with the sending school district, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations must be maintained.

VII. STUDENT ATTENDANCE / TRUANT CONDUCT

- 7.1 JJAEP will maintain accurate and current attendance records for all students enrolled. While a student is attending JJAEP, attendance will be taken on a daily basis and cross-referenced with a student sign-in sheet. This attendance will be sent by e-mail to the sending district on Friday of each week for those districts who require weekly notification. (An attendance day is indicated as an instructional day, in which a student is enrolled and present for a minimum of 4 hours that day.)

- 7.2 If a child has unexcused absences for 10 or more days or parts of days in a 6-month period the school district will be notified of this truant conduct. It is the responsibility of each ISD to impose remedial orders according to the law, House Bill 2398, Eighty-fourth Legislature and chapter 25 of the “Texas Education Code “or finds that a student falls under a “child in need of supervision” under 51.03(b) (2) of the Texas Family Code. The JJAEP shall within 2 working days report this truant conduct to the appropriate enforcement agency. It will be the responsibility of the home district to take proper measures on that student with the appropriate court in their district. This information will also be forwarded by JJAEP staff to the child’s probation officer if one applies.
- 7.3 Each district shall assign a person within their district to act as the “truancy” contact. This person shall be notified within the required 2 day period, as well as the child’s parent, Collin County Juvenile Probation will be notified if the child has an assigned probation officer.
- 7.4 JJAEP shall place a student on “inactive status” as defined in 37 Texas Administrative Code Sec. 348.2. “Inactive” is the attendance status assigned where the student is maintained as enrolled and not counted as absent or present from the JJAEP roster. A student shall be placed on “inactive status” for the following reasons; (a) Student is assigned to juvenile detention; (b) student is truant as defined by Texas Family Code 51.03(b) (2), (absences from school on ten (10) or more consecutive days or parts of days within a 6 month period in the same school year or on three (3) or more days or parts of days within a four (4) week period); (c) student is a documented runaway; (d) student has an extended illness documented by a medical professional. The inactive status shall begin as of the date noted on the verifying document.
- 7.5 JJAEP will “suspend” a student assigned to the JJAEP if that student has continuously violated the Collin County JJAEP Student Code of Conduct. This suspension could last up to (3) three school days. “Suspended” student attendance will be counted like “inactive” students where the attendance will not be counted absent or present from the CCJJAEP.
- 7.6 A student assigned to the Collin County Juvenile Justice Alternative Education Program (“JJAEP”) , that remains on “inactive” status for 30 consecutive days of non attendance shall be withdrawn from the JJAEP program as directed in 37 Texas Administrative Code §348.7 (g) (3). The withdrawal will take place on the 31st consecutive day of absence. If prior to the expiration of the thirty consecutive days of inactive status, it is determined that the student will not return to the JJAEP, the student may be withdrawn from the program.

VIII. GENERAL CONDITIONS

- 8.1 This agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 8.2 Any notice under the terms of this agreement by either party to the other shall be in writing and be effected by registered or certified mail, return receipt requested. Notice to McKinney ISD shall be sufficient if made or addressed to the Superintendent’s office and/or Dr. Rick McDaniel, McKinney Independent School District, #1 Duvall Street, McKinney, Texas 75069. Notice to the Juvenile Board shall be sufficient if made or addressed to the Honorable Cynthia M. Wheless, Judge 417th Judicial District Court, 2100 Bloomdale Rd, Suite 30290, McKinney, Texas 75071 or Hiram Lynn Hadnot, 4690 Community Ave., McKinney, Texas 75071. Notice to all other ISDs shall be made to the physical address of their administrative offices. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provision of this agreement.
- 8.3 The individuals executing the Agreement on behalf of the respective parties below represented to each other that all appropriate and necessary action has been taken to

authorize the individual who is executing this agreement to do so on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this agreement in order for the same to be authorized and binding agreement on the party for whom the individual is signing this agreement and that each individual affixing his or her signature hereto is authorized to do so, and authorization is valid and effective on the date hereof.

- 8.4 This Memorandum of Understanding, including any attachments, contains the entire agreement of the parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Memorandum of Understanding shall be of any force or effect.
- 8.5 If any term(s) or provision(s) of this Memorandum of Understanding are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Memorandum of Understanding shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the parties hereto to be impossible to perform or shall render the terms of this Memorandum of Understanding to be inconsistent with the intent of the parties hereto.
- 8.6 No assignment of this Memorandum of Understanding or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other parties hereto.
- 8.7 No waiver of a breach of any provision of this Memorandum of Understanding shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- 8.8 This agreement will go into effect from the date the agreement is signed until June 4, 2022.
- 8.9 Neither Collin County nor any other party to this agreement waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents as a result of its execution of this agreement and performance of the functions and obligations described herein.
- 8.10 The Parties to this agreement expressly acknowledge and agree that all monies paid pursuant to this agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.
- 8.11 The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the programs contemplated under this Memorandum of Understanding. This Memorandum of Understanding is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this Memorandum of Understanding, or to cease performing any act required by this Memorandum of Understanding, this Memorandum of Understanding shall be deemed to have been modified to conform to the requirements of such law or regulation.
- 8.12 This Memorandum of Understanding is governed by the laws of the State of Texas. Exclusive venue for any disputes arising under the agreement shall be the courts of Collin County, Texas.

Executed on the ___ 13th ___ day of ___ July ___, 2021

Chairman of the Juvenile Board
Collin County, Texas

Allen Independent School District

Anna Independent School District

Blue Ridge Independent School District

Celina Independent School District

Community Independent School District

Farmersville Independent School District

Frisco Independent School District

Lovejoy Independent School District

McKinney Independent School District

Melissa Independent School District

Plano Independent School District

Princeton Independent School District

Prosper Independent School District

Royse City Independent School District

Wylie Independent School District

2021-2022 School Year
JJAEP Student Daily Fee Schedule

	Regular Education	Special Education
Title V	80.00	86.00
Discretionary	107.00	107.00
Self-Contained	118.00	118.00
Serious Misbehavior	115.00	115.00

PURCHASING AND ACQUISITION

CH
(LOCAL)

**Purchasing
Authority**

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

Exception for
Emergency
Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing
Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

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

*Competitive
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent 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 in accordance with state or federal law, as applicable.

*Competitive
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent 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

PURCHASING AND ACQUISITION

CH
(LOCAL)

specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or Proposals

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.

Responsibility for Debts

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.

Purchase Commitments

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

FACILITIES CONSTRUCTION

CV
(LOCAL)

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$50,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term "immediate family" is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

<i>Request for Leave</i>	<p>In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.</p> <p>Discretionary use of state personal leave shall not exceed five consecutive workdays.</p>
Local Leave	<p>Each employee shall earn five paid local leave days per school year in accordance with administrative regulations.</p> <p>Local leave shall be noncumulative.</p> <p>Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]</p>
Sick Leave Pool	<p>An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave for use by the eligible employee.</p> <p>The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.</p> <p>The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:</p> <ol style="list-style-type: none">1. Procedures to request the establishment of a sick leave pool;2. The maximum number of days an employee may donate to a sick leave pool;3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and4. The return of unused days to donors.
Appeal	<p>An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.</p>
Family and Medical Leave	<p>FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.</p>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.
Combined Leave for Spouses	When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.
Intermittent or Reduced Schedule Leave	The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Leave at the End of Semester	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

No Paid Leave
Offset

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.



(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 records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

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.

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, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

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.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

PURCHASING AND ACQUISITION

CH
(LOCAL)

**Purchasing
Authority**

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

Exception for
Emergency
Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing
Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

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

*Competitive
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent 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 in accordance with state or federal law, as applicable.

*Competitive
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent 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

PURCHASING AND ACQUISITION

CH
(LOCAL)

specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or Proposals

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.

Responsibility for Debts

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.

Purchase Commitments

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above ~~\$50,000~~ \$50,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

Leave Administration

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, ~~using~~**use**, or recording ~~of~~ leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Earning Local Leave

~~An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

Deductions

~~Leave without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~Employed for Less Than Full Year~~

If an employee separates from employment with the District before his or her last duty day of the school year, or begins employment after the first duty day of the school year, state personal leave ~~and local leave~~ shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.:

- ~~1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and~~
- ~~2. Local leave the employee used but had not earned as of the date of separation.~~

~~Employed for Full Year~~

~~If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.~~

Recording

~~Leave shall be recorded as follows:~~

- ~~1. Leave shall be recorded in half-day increments for all employees.~~
- ~~2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~

Order of Use

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

- ~~1. Local leave.~~
- ~~2. State sick leave accumulated before the 1995-96 school year.~~
- ~~3. State personal leave.~~

~~Use of sick leave pool days shall be permitted only after all available state and local leave has been exhausted.~~

Concurrent Use of Leave

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

~~The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.~~

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; **or**
- ~~3.~~ The employee requests FMLA leave for the employee's serious health condition; **a serious health condition** ~~or that of the employee's~~ **a** spouse, parent, or child; **or**
- ~~4.3.~~ **The employee requests FMLA leave** for military caregiver **leave purposes.**

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Note: ~~For District contribution to employee insurance during leave, see CRD(LOCAL).~~

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used. :

Nondiscretionary~~Non-discretionary~~
~~Use~~

- ~~1.4.~~ **Nondiscretionary**~~Non-discretionary~~ use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

	<p>NondiscretionaryNon-discretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.</p>
Discretionary Use	<p>2.5. Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.</p>
<i>Limitations</i>	
Request for Leave	<p>In deciding whether to approve or deny a The employee shall submit a written request for discretionary use of state personal leave, to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.</p>
<i>Duration of Leave</i>	<p>Discretionary use of state personal leave shall not exceed five consecutive workdays.</p>
Local Leave	<p>Each employeeAll employees shall earn five fully paid local leave days per school year in accordance with administrative regulations.</p> <p>Local leave shall be noncumulative.</p> <p>Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]</p>
Sick Leave Pool	<p>An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate only local leave for use by the eligible employee.</p> <p>If the employee is unable to submit the request, a member of the employee's family or the employee's supervisor may submit the request to establish a sick leave pool.</p> <p>The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.</p> <p>The Superintendent or designee shall develop regulations for the implementation of the sick leave pool that address the following:</p> <ol style="list-style-type: none">1. Procedures to request the establishment of a sick leave pool;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision ~~All decisions~~ regarding the establishment or implementation of the District's sick leave pool ~~may be appealed~~ in accordance with DGBA(LOCAL), beginning with the Superintendent or ~~appropriate administrator~~ ~~designee~~.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Combined Leave for Spouses	<p>WhenIf both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. {See DECA(LEGAL)}</p>
Intermittent or Reduced Schedule Leave	<p>The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. {See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.}</p>
Certification of Leave	<p>WhenIf an employee requests leave, the employee shall provide certification, in accordance withas required by FMLA regulations, of the need for leave. {See DECA(LEGAL)}</p>
Fitness-for-Duty Certification	<p>In accordance with administrative regulations, whenIf an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.</p>
Leave at the End of Semester	<p>WhenIf a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. {See DECA(LEGAL), Leave at the End of a Semester}</p>
Failure to Return	<p>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. {See DECA(LEGAL), Recovery of Benefit Cost}</p>
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. ~~[See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]~~

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

No Paid Leave
Offset

The District shall not permit the option ~~An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

~~An employee eligible~~ for paid leave offset in conjunction with workers' compensation income benefits. [See CRE], ~~and not on assault leave, may elect in writing to use paid leave.~~

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Table of Contents	Definitions	2
	Bond Proceeds.....	2
	Investment Pool.....	2
	Pooled Fund Group	2
	Separately Invested Asset	2
	Pledged Revenue.....	2
	Repurchase Agreement.....	2
	Hedging.....	2
	Corporate Bond	3
	Written Policies	3
	Annual Review	4
	Annual Audit	4
	Investment Strategies.....	4
	Investment Officer	4
	Investment Training	5
	Standard of Care	6
	Selection of Broker	8
	Bond Proceeds.....	8
	Authorized Investments	8
	Obligations of Governmental Entities.....	8
	Certificates of Deposit and Share Certificates.....	10
	Repurchase Agreements	11
	Securities Lending Program	12
	Banker's Acceptances	13
	Commercial Paper.....	13
	Mutual Funds.....	13
	Guaranteed Investment Contracts	14
	Investment Pools.....	15
	Corporate Bonds	16
	Hedging Transactions.....	16
	Prohibited Investments	17
	Loss of Required Rating	17
	Sellers of Investments	18
	Business Organization.....	18
	Donations	18
	Electronic Funds Transfer	19

All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Definitions

Bond Proceeds	"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.
Investment Pool	"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.
Pooled Fund Group	"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.
Separately Invested Asset	"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group. <i>Gov't Code 2256.002(1), (6), (9), (12)</i>
Pledged Revenue	"Pledged revenue" means money pledged to the payment of or as security for: <ol style="list-style-type: none">1. Bonds or other indebtedness issued by a district;2. Obligations under a lease, installment sale, or other agreement of a district; or3. Certificates of participation in a debt or obligation described by item 1 or 2. <i>Gov't Code 2256.0208(a)</i>
Repurchase Agreement	"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i>
Hedging	"Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering

into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

Eligible Entity

“Eligible entity” means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Eligible Project

“Eligible project” has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

Gov’t Code 2256.0207(a)

Corporate Bond

“Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

Written Policies

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a), (b)

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment
Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

Investment Officer

A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent

with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

Initial Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

Ongoing The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

Gov't Code 2256.008(g)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

Gov't Code 2256.006

Personal Interest

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and
7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

Selection of Broker

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

Gov't Code 2256.025

Bond Proceeds

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

Gov't Code 2256.0208(b)

Authorized Investments

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of
Governmental
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
 - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
 - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
 - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the de-

pository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Gov't Code 2256.009(a)

*Unauthorized
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

*Certificates of
Deposit and Share
Certificates*

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

Gov't Code 2256.010(b)

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

Gov't Code 2256.011

Securities Lending
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
 - a. Pledged securities described at Obligations of Governmental Entities, above;
 - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

Banker's
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least on nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

Gov't Code 2256.014(a)

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
 - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
 - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Gov't Code 2256.014(b)

Limitations

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

Gov't Code 2256.014(c)

Guaranteed
Investment
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

Gov't Code 2256.015

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Gov't Code 2256.0204

Hedging
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts,

and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

Gov't Code 2256.0206

Prohibited
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Note: As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

Loss of Required
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
 - a. Is dependent on an analysis of the makeup of the district's entire portfolio;
 - b. Requires an interpretation of subjective investment standards; or
 - c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

Gov't Code 2256.005(k)-(l)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business
Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

Gov't Code 2256.005(k)

Donations

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act),

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p>
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
Interest Rate Risk	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
Internal Controls	A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to

protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.



205 S Colorado, Celina, Tx 75009

Phone 469-742-9100

Fax 972-382-3607

After much consideration, it has been determined the following criteria should be considered when awarding a bid for the Celina Junior High 6th Grade Building roof.

- Reliable system on the building to house data and technology
- Competitive pricing
- Silicone material
- Yearly inspections and service
- Less intrusive coating

Please see consolidated bid information below:

Company	Price	Material	Warranty	Service
IRoofs	\$201,500.00	PVC	15 years	Yes
Saddleback	\$165, 011.18	Coating	2 years	Yes
TREMCO	\$149,800.00	Asphalt	Up to 20 years	Yes
SAPO	\$105,869.48	Silicone	10 NDL	Yes

Mr. Reel and Mr. Hemby would like to formally recommend SAPO (Tropical Roofing Products - materials/silicone) be awarded the bid. Thank you for your consideration and attention to this matter.

What's New and What's Changing

Effective: Sept. 1, 2021

This year, we have the same popular plan features that make TRS-ActiveCare plans stand out, including **broad networks, low copays for primary care and TRS Virtual Health, and specialty drug coverage.**

		2020-21 Total Premium	New 2021-22 Total Premium	Change in Dollar Amount	Key Plan Changes
TRS-ActiveCare Primary	Employee Only	\$386	\$417	\$31	<p>No benefits changes! This plan still has the lowest monthly costs and copays. Your Primary Care Provider copay is \$30 and TRS Virtual Health is \$0.</p>
	Employee and Spouse	\$1,089	\$1,176	\$87	
	Employee and Children	\$695	\$751	\$56	
	Employee and Family	\$1,301	\$1,405	\$104	
TRS-ActiveCare HD	Employee Only	\$397	\$429	\$32	<ul style="list-style-type: none"> • In-network deductible rose by \$200 for individuals and \$400 for families • In-network coinsurance rate rose from 20% to 30% • Out of network coinsurance rate rose from 40% to 50% • In-network maximum out-of-pocket rose by \$100 for individuals and \$200 for families <p><i>*All changes are for medical only. There are no changes to prescription drug coinsurance rates.</i></p>
	Employee and Spouse	\$1,120	\$1,209	\$89	
	Employee and Children	\$715	\$772	\$57	
	Employee and Family	\$1,338	\$1,445	\$107	
TRS-ActiveCare Primary+	Employee Only	\$514	\$542	\$28	<p>No benefits changes! This plan still has copays and the lowest deductibles, maximum out-of-pockets, and coinsurance rates. Your Primary Care Provider copay is \$30 and TRS Virtual Health is \$0.</p>
	Employee and Spouse	\$1,264	\$1,334	\$70	
	Employee and Children	\$834	\$879	\$45	
	Employee and Family	\$1,588	\$1,675	\$87	
TRS-ActiveCare 2 (closed to new enrollees)	Employee Only	\$937	\$1,013	\$76	<p>No benefits changes! This plan is still closed to new enrollees.</p>
	Employee and Spouse	\$2,222	\$2,402	\$180	
	Employee and Children	\$1,393	\$1,507	\$114	
	Employee and Family	\$2,627	\$2,841	\$214	

At a Glance

	Primary	HD	Primary+
Premiums	Lowest	Lower	Higher
Deductible	Mid-range	High	Low
Copays	Yes	No	Yes
Network	Texas network	Nationwide network	Texas network
PCP Required?	Yes	No	Yes
HSA-eligible?	No	Yes	No



Regular Meeting
Monday, June 28, 2021 6:15 PM Central

Multipurpose Facility, Celina High School,
Banquet Hall
3455 North Preston Road
Celina, TX 75009

Tracey Balsamo: Absent
Brooks Barr: Present
Choc Christopher: Absent
Jeff Gravley: Present
Chuck Hansen: Absent
Kelly Juergens: Present
Todd Snyder: Present
Present: 4, Absent: 3.

1. CALL TO ORDER & ESTABLISH QUORUM

Kelly Juergens called the meeting to order at 6:25 PM.

1.A. Pledge of Allegiance
Led by Jeff Gravley.

1.B. Invocation
Led by Todd Snyder.

2. RECOGNITIONS

2.A. Powerlifting and Track Recognitions
Coach Bill Elliott recognized boys and girls State Track teams and All-American Powerlifter.

3. CONSTRUCTION REPORT

Presented by representatives of Claycomb and Northstar.

4. PUBLIC COMMENT

Kelly Juergens adjourned the meeting for recess at 6:35 PM. Kelly Juergens reconvened the meeting at 6:40 PM.

4.A. Comments from Visitors Who Wish to Address Board Members on Agenda or Non-Agenda Topics

Thomas Bonura addressed the board regarding FDA(LOCAL) requesting a tuition transfer waiver.

Jessica Joy addressed the board regarding the Protect Children from Pornography Act.

Andie Gonzales addressed the board regarding COVID-19 vaccination, critical race theory and comprehensive sexual education.

Kevin Whitt addressed the board regarding his organization, Mass Resistance, a pro-family organization.

5. INFORMATION/CONFIRMATION AGENDA ITEMS

5.A. ESS Substitute Update
Dr. John Mathews presented.

5.B. Annual SHAC Report
Dr. John Mathews presented.

5.C. Winter Storm Insurance Update
Dr. Tom Maglisceau presented.

5.D. Superintendent's Update
Dr. Tom Maglisceau presented.

5.E. Introduction of New Lykins Elementary Principal
Dr. Tom Maglisceau introduced Mrs. Linley Hawkins.

6. CLOSED MEETING

Kelly Juergens adjourned the Board to Executive Session at 7:12 PM.

6.A. Personnel - Pursuant to Texas Government Code Section 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

6.B. Real Property - Pursuant to Texas Government Code Section 551.072, deliberation regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person.

6.C. Safety and Security - Pursuant to Texas Government Code Section 551.089, deliberation regarding security devices or security audits. (1) Security assessments or deployments relating to information resources technology; (2) network security information as described by Section 2059.055 (b); or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.

7. RECONVENE - Open meeting to vote on matters considered in closed session in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, to take action necessary regarding personnel.

The Board reconvened to Open Session at 8:48 PM.

8. ACTION TAKEN ON ITEMS DISCUSSED IN CLOSED SESSION

No action was taken from Closed Session.

9. ACTION/BRIEFING AGENDA ITEMS

9.A. Approve 20-21 Final Amended Budget
Motion was made by Todd Snyder and seconded by Jeff Gravley to approve the 20-21 Final Amended Budget as presented.
Motion carried 4-0.

9.B. Apple Proposal
Motion was made by Jeff Gravley and seconded by Brooks Barr to approve the Apple Proposal as presented.
Motion carried 4-0.

9.C. Approve Amended Policy FDA(LOCAL) Regarding Admissions and Interdistrict Transfers

Motion was made by Jeff Gravley and seconded by Brooks Barr to approve the Amended Policy FDA(LOCAL) Regarding Admissions and Interdistrict Transfers as presented.
Motion carried 4-0.

9.D. Resolution for Approval of ESSER II Funds

Motion was made by Todd Snyder and seconded by Jeff Gravley to approve the Resolution for Approval of ESSER II Funds as presented.
Motion carried 4-0.

9.E. Approve Roofing Bids for the Junior High 6th Grade Facility

Motion was made by Jeff Gravley and seconded by Todd Snyder to table further discussion to Approve Roofing Bids for the Junior High 6th Grade Facility until the July Board Meeting.
Motion carried 4-0.

9.F. District Fiber and Network Upgrades

Motion was made by Brooks Barr and seconded by Jeff Gravley to approve the District Fiber and Network Upgrades as presented.
Motion carried 4-0.

9.G. Approve 21-22 Budget

Motion was made by Todd Snyder and seconded by Brooks Barr to approve the 21-22 Budget as presented.
Motion carried 4-0.

9.G.1. Salary Schedule

9.G.2. ESSER III Budget

9.H. Approve 21-22 Board Meeting Calendar

Motion was made by Brooks Barr and seconded by Todd Snyder to approve the 21-22 Board Meeting Calendar as presented.
Motion carried 4-0.

10. CONSENT/CONFIRMATION AGENDA ITEMS

Motion was made by Jeff Gravley and seconded by Brooks Barr to approve the minutes of the May 17, 2021 Regular Board Meeting as well as the monthly cash distributions, cash balance, and the investment report.
Motion carried 4-0.

10.A. Minutes of the May 17 Regular Board Meeting

10.B. Monthly Cash Distributions/Cash Balance/Investment Report/Budget Amendments

11. ADJOURNMENT

Motion was made by Todd Snyder and seconded by Brooks Barr to adjourn the meeting.
The motion carried 4-0.

The meeting was adjourned at 9:48 PM.

Budgeted/Expended Comparison Summary

JUNE, 2021

	Original Budget	Amended Budget	Total Expended YTD	Current Month Expenditure	Encumbered	Balance	% Available to Use
Funds 181-191-199 General Operating							
11 Instruction							
6100 Payroll Costs	16,583,589.00	15,942,776.11	15,612,589.15	251,834.28	0.00	330,186.96	2.07%
6200 Professional Service	567,900.00	567,900.00	465,271.71	54,747.31	0.00	102,628.29	18.07%
6300 Supplies and Materi	389,361.00	421,575.25	339,562.42	31,246.59	0.00	82,012.83	19.45%
6400 Other Operating	84,418.00	74,529.00	39,157.82	1,030.00	0.00	35,371.18	47.46%
6600 Capital Outlay	38,708.00	45,948.64	65,564.35	43,717.99	0.00	(19,615.71)	-42.69%
Total Instruction	17,663,976.00	17,052,729.00	16,522,145.45	382,576.17	0.00	530,583.55	3.11%
12 Library							
6100 Payroll Costs	228,404.00	228,404.00	223,669.07	8,601.72	0.00	4,734.93	2.07%
6200 Professional Service	4,511.00	4,511.00	2,523.00	0.00	0.00	1,988.00	44.07%
6300 Supplies and Materi	9,825.00	9,825.00	6,349.84	0.00	0.00	3,475.16	35.37%
6400 Other Operating	14,329.00	2,329.00	820.99	0.00	0.00	1,508.01	64.75%
6600 Capital Outlay	45,725.00	20,725.00	14,759.59	0.00	0.00	5,965.41	28.78%
Total Library	302,794.00	265,794.00	248,122.49	8,601.72	0.00	17,671.51	6.65%
13 Curriculum							
6100 Payroll Costs	269,429.00	269,429.00	268,843.18	22,966.03	0.00	585.82	0.22%
6200 Contracted Services	102,761.00	101,533.00	79,937.30	35.00	0.00	21,595.70	21.27%
6300 Supplies and Materi	39,500.00	35,458.00	34,151.57	1,309.20	0.00	1,306.43	3.68%
6400 Other Operating	15,385.00	14,005.00	11,172.59	1,938.86	0.00	2,832.41	20.22%
6600 Capital Outlay		6,650.00	6,650.00	0.00	0.00	0.00	0.00%
Total Library	427,075.00	427,075.00	400,754.64	26,249.09	0.00	26,320.36	6.16%
21 Instructional Leadership							
6100 Payroll Costs	65,650.00	66,650.00	65,958.97	5,735.50	0.00	691.03	1.04%
Total Inst Leadershi	65,650.00	66,650.00	65,958.97	5,735.50	0.00	691.03	1.04%
23 School Leadership							
6100 Payroll Costs	2,092,254.00	2,092,254.00	2,077,106.99	181,872.35	0.00	15,147.01	0.72%
6200 Professional Service	3,000.00	3,000.00	2,039.98	59.98	0.00	960.02	32.00%
6300 Supplies and Materi	7,914.00	9,414.00	6,369.71	2,225.34	0.00	3,044.29	32.34%
6400 Other Operating	12,250.00	10,750.00	5,793.79	1,028.08	0.00	4,956.21	46.10%
6600 Capital Outlay	2,385.00	2,385.00	1,934.09	0.00	0.00	450.91	18.91%
Total School Leader:	2,117,803.00	2,117,803.00	2,093,244.56	185,185.75	0.00	24,558.44	1.16%

Funds 181-191-199 General Operating**31 Guidance & Counseling**

6100 Payroll Costs	796,083.00	926,283.00	921,699.12	70,468.09	0.00	4,583.88	0.49%
6200 Professional Service	7,000.00	7,000.00	3,925.00	0.00	0.00	3,075.00	43.93%
6300 Supplies and Materi	5,740.00	5,740.00	2,893.26	337.00	0.00	2,846.74	49.59%
6400 Other Operating	2,950.00	2,950.00	613.36	358.50	0.00	2,336.64	79.21%
6600 Capital Outlay	500.00	500.00	0.00	0.00	0.00	500.00	100.00%
Total Counseling	812,273.00	942,473.00	929,130.74	71,163.59	0.00	13,342.26	1.42%

33 Health Services

6100 Payroll Costs	277,746.00	357,846.00	356,980.04	5,882.90	0.00	865.96	0.24%
6200 Professional Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
6300 Supplies and Materi	12,750.00	12,750.00	11,575.92	536.00	0.00	1,174.08	9.21%
6400 Other Operating	1,800.00	1,800.00	1,753.00	0.00	0.00	47.00	2.61%
6600 Capital Outlay	1,000.00	1,000.00	76.00	0.00	0.00	924.00	92.40%
Total Health Service	293,296.00	373,396.00	370,384.96	6,418.90	0.00	3,011.04	0.81%

34 Pupil Transportation

6100 Payroll Costs	1,171,617.00	1,327,617.00	1,318,650.87	55,411.25	0.00	8,966.13	0.68%
6200 Professional Service	20,500.00	21,100.00	20,966.72	342.94	0.00	133.28	0.63%
6300 Supplies and Materi	183,050.00	220,050.00	180,703.02	7,624.49	0.00	39,346.98	17.88%
6400 Other Operating	31,000.00	32,200.00	32,161.00	1,200.00	0.00	39.00	0.12%
6600 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Pupil Transpor	1,406,167.00	1,600,967.00	1,552,481.61	64,578.68	0.00	48,485.39	3.03%

36 Extra Curricular-Athletics

6200 Professional Service	83,260.00	112,048.00	110,515.71	6,711.50	0.00	1,532.29	1.37%
6300 Supplies and Materi	118,090.00	185,014.37	183,989.26	13,766.99	0.00	1,025.11	0.55%
6400 Other Operating	67,300.00	64,009.48	63,881.42	6,708.55	0.00	128.06	0.20%
6600 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Extra Curricul	268,650.00	361,071.85	358,386.39	27,187.04	0.00	2,685.46	0.74%

36 Extra Curricular

6100 Payroll Costs	778,408.00	846,158.00	835,594.07	25,280.16	0.00	10,563.93	1.25%
6200 Professional Service	60,000.00	62,100.00	62,039.20	8,784.06	0.00	60.80	0.10%
6300 Supplies and Materi	24,405.00	20,905.00	16,535.89	1,918.60	0.00	4,369.11	20.90%
6400 Other Operating	104,310.00	88,160.00	85,992.43	430.00	0.00	2,167.57	2.46%
6600 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Extra Curricul	967,123.00	1,017,323.00	1,000,161.59	36,412.82	0.00	17,161.41	1.69%

Funds 181-191-199 General Operating**41 General Administration**

6100 Payroll Costs	1,229,066.00	1,268,966.00	1,272,118.29	99,419.45	0.00	(3,152.29)	-0.25%
6200 Professional Service	132,000.00	158,000.00	148,451.74	11,348.09	0.00	9,548.26	6.04%
6300 Supplies and Materi	18,500.00	18,500.00	16,444.77	1,252.83	0.00	2,055.23	11.11%
6400 Other Operating	105,200.00	74,300.00	74,933.61	18,837.23	0.00	(633.61)	-0.85%
6600 Capital Outlay							
Total General Administr	1,484,766.00	1,519,766.00	1,511,948.41	130,857.60	0.00	7,817.59	0.51%

51 Plant Maintenance

6100 Payroll Costs	1,625,427.00	1,834,324.00	1,797,045.20	147,356.06	0.00	37,278.80	2.03%
6200 Professional Service	1,102,231.00	1,409,503.00	1,410,563.15	351,657.18	0.00	(1,060.15)	-0.08%
6300 Supplies and Materi	289,000.00	284,800.00	274,397.45	23,390.33	0.00	10,402.55	3.65%
6400 Other Operating	242,500.00	242,500.00	252,708.01	58.58	0.00	(10,208.01)	-4.21%
6600 Captl Outly	11,000.00	11,000.00	0.00	0.00		11,000.00	100.00%
Total Plant Mainteni	3,270,158.00	3,782,127.00	3,734,713.81	522,462.15	0.00	47,413.19	1.25%

52 Security and Monitoring

6100 Payroll Costs	269,954.00	269,954.00	267,652.84	19,825.52	0.00	2,301.16	0.85%
6200 Professional Service	81,375.00	64,875.00	47,913.22	1,335.68	0.00	16,961.78	26.15%
6300 Supplies and Materi	24,700.00	24,700.00	4,284.93	75.83	0.00	20,415.07	82.65%
6400 Other Operating	11,000.00	17,500.00	8,612.02	2,973.20	0.00	8,887.98	50.79%
6600 Capital Outlay	14,500.00	14,500.00	3,138.13		0.00	11,361.87	78.36%
Total Security	401,529.00	391,529.00	331,601.14	24,210.23	0.00	59,927.86	15.31%

53 Data Processing

6100 Payroll Costs	360,409.00	360,409.00	375,040.25	32,099.11	0.00	(14,631.25)	-4.06%
6200 Professional Service	171,658.00	155,986.93	156,509.35	10,277.09	0.00	(522.42)	-0.33%
6300 Supplies and Materi	60,100.00	58,057.63	53,432.28	2,460.12	0.00	4,625.35	7.97%
6400 Other Operating	13,500.00	4,140.26	2,180.02	(1,849.40)	0.00	1,960.24	47.35%
6600 Capital Outlay		27,073.18		0.00	0.00	27,073.18	100.00%
Total Data Processir	605,667.00	605,667.00	587,161.90	42,986.92	0.00	18,505.10	3.06%

71 Debt Service

6500 Debt Service	699,890.00	699,890.00	699,827.70	0.00	0.00	62.30	0.01%
Total Debt Service	699,890.00	699,890.00	699,827.70	0.00	0.00	62.30	0.01%

Funds 181-191-199 General Operating

81 Facilities and Acquisition

6600 Capital Outlay	45,770.00	5,770.00	2,012.84	(109,564.13)	0.00	3,757.16	65.12%
Total Facilities	45,770.00	5,770.00	2,012.84	(109,564.13)	0.00	3,757.16	65.12%

93 Payment to Fiscal Agent

6400 Other Operating	858,000.00	791,000.00	789,643.68	197,410.92	0.00	1,356.32	0.17%
Total Fiscal Agent	858,000.00	791,000.00	789,643.68	197,410.92	0.00	1,356.32	0.17%

95 Payment to JJAEP

6400 Other Operating	16,000.00	16,000.00	0.00	0.00	0.00	16,000.00	100.00%
Total Fiscal Agent	16,000.00	16,000.00	0.00	0.00	0.00	16,000.00	100.00%

99 Other Govt Charges

6200 Contracted Services	150,000.00	174,000.00	173,662.01	743.96	0.00	337.99	0.19%
Total Oter Govt Chg	150,000.00	174,000.00	173,662.01	743.96	0.00	337.99	0.19%

8900 TRANSFERS OUT

Total Trans Out	237,000.00	237,000.00	237,000.00	237,000.00	0.00	0.00	
Total General Oper.	\$ 31,856,587.00	\$ 32,448,030.85	\$ 31,608,342.89	\$ 1,860,216.91	\$ -	\$ 839,687.96	2.59%

Fund 240 Food Service

35 Food Service

6100 Payroll Costs	618,416.00	618,416.00	661,505.01	19,734.66	0.00	(43,089.01)	-6.97%
6200 Professional Service	69,298.00	69,298.00	22,993.05	2,955.00	0.00	46,304.95	66.82%
6300 Supplies and Materi	377,833.00	377,833.00	343,864.61	97,274.59	0.00	33,968.39	8.99%
6400 Other Operating	8,000.00	8,000.00	8,370.50	2,950.00	0.00	(370.50)	-4.63%
6600 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Food Service	1,073,547.00	1,073,547.00	1,036,733.17	122,914.25	0.00	36,813.83	3.43%

Fund 599 Debt Service

71 Debt Service

6500 Debt Service							
Payments to Bond /	9,358,283.00	9,321,783.00	9,316,356.68	0.00	0.00	5,426.32	0.06%
8900 Debt Service							
Bond Refunding	968,400.00	968,400.00	968,400.00	-		0.00	
Total Debt Service	10,326,683.00	10,290,183.00	10,284,756.68	0.00	0.00	5,426.32	0.05%

CELINA INDEPENDENT SCHOOL DISTRICT
GENERAL FUND (INCLUDES ATHLETIC, OPERATING)
MONTHLY FINANCIAL REPORT
JUNE 30, 2021

	AMENDED BUDGET	RECEIVED TO DATE	REMAINING	PERCENT REMAINING
REVENUES:				
5700 OTHER LOCAL REVENUE	\$ 1,497,042.00	\$ 1,769,422.59	\$ (272,380.59)	-18.19%
5711 PROPERTY TAXES, CURRENT YEAR	\$ 17,674,047.00	\$ 17,399,283.12	\$ 274,763.88	1.55%
5712 PROPERTY TAXES, PRIOR YEAR	\$ 350,000.00	\$ 169,303.97	\$ 180,696.03	51.63%
5719 PENALTY & INTEREST	\$ 175,000.00	\$ 115,891.13	\$ 59,108.87	33.78%
5800 STATE PROGRAM REVENUES	\$ 11,522,998.00	\$ 14,099,706.57	\$ (2,576,708.57)	-22.36%
5900 FEDERAL PROGRAM REVENUE	\$ 128,800.00	\$ 26,925.53	\$ 101,874.47	79.10%
7900 OTHER REVENUE IF NEEDED	\$ 522,025.00	\$	\$ 522,025.00	0.00%
TOTAL REVENUES	\$ 31,869,912.00	\$ 33,580,532.91	\$ (1,710,620.91)	-5.37%

	AMENDED BUDGET	EXPENDED TO DATE	REMAINING	PERCENT REMAINING
EXPENDITURES:				
11 INSTRUCTION	\$ 17,052,729.00	\$ 16,522,145.45	\$ 530,583.55	3.11%
12 LIBRARY SERVICES	\$ 265,794.00	\$ 248,122.49	\$ 17,671.51	6.65%
13 CURRICULUM	\$ 427,075.00	\$ 400,754.64	\$ 26,320.36	6.16%
21 INSTRUCTIONAL LEADERSHIP	\$ 66,650.00	\$ 65,958.97	\$ 691.03	1.04%
23 SCHOOL ADMINISTRATION	\$ 2,117,803.00	\$ 2,093,244.56	\$ 24,558.44	1.16%
31 GUIDANCE AND COUNSELING	\$ 942,473.00	\$ 929,130.74	\$ 13,342.26	1.42%
33 HEALTH SERVICES	\$ 373,396.00	\$ 370,384.96	\$ 3,011.04	0.81%
34 PUPIL TRANSPORTATION	\$ 1,600,967.00	\$ 1,552,481.61	\$ 48,485.39	3.03%
36 EXTRA CURRICULAR ACTIVITIES	\$ 1,378,394.85	\$ 1,358,547.98	\$ 19,846.87	1.44%
41 GENERAL ADMINISTRATION	\$ 1,519,766.00	\$ 1,511,948.41	\$ 7,817.59	0.51%
51 PLANT MAINTENANCE & OPERATIONS	\$ 3,782,127.00	\$ 3,734,713.81	\$ 47,413.19	1.25%
52 SECURITY & MONITORING	\$ 391,529.00	\$ 331,601.14	\$ 59,927.86	15.31%
53 DATA PROCESSING	\$ 605,667.00	\$ 587,161.90	\$ 18,505.10	3.06%
71 DEBT SERVICE	\$ 699,890.00	\$ 699,827.70	\$ 62.30	0.01%
81 FACILITY IMPROVEMENT	\$ 5,770.00	\$ 2,012.84	\$ 3,757.16	65.12%
93 PAYMENT TO FISCAL AGENTS	\$ 791,000.00	\$ 789,643.68	\$ 1,356.32	0.17%
95 PAYMENT TO JJAEP	\$ 16,000.00	\$	\$ 16,000.00	100.00%
99 TAX APPRAISAL	\$ 174,000.00	\$ 173,662.01	\$ 337.99	0.19%
TRANSFER TO CONST/FOOD SERVICE	\$ 237,000.00	\$ 237,000.00	\$ -	0.00%
TOTAL EXPENDITURES	\$ 32,448,030.85	\$ 31,608,342.89	\$ 839,687.96	2.59%

CELINA INDEPENDENT SCHOOL DISTRICT
 FOOD SERVICE FUND 240
 MONTHLY FINANCIAL REPORT
 AS OF
 JUNE 30, 2021

	AMENDED BUDGET	RECEIVED TO DATE	REMAINING	PERCENT REMAINING
REVENUES:				
5751 REVENUE FROM MEALS SERVED	\$ 645,524.00	\$ 429,651.98	\$ 215,872.02	33.44%
5800 STATE REVENUE	\$ 37,104.00	\$ 39,007.11	\$ (1,903.11)	-5.13%
5900 NATL CHILD NUTRITION	\$ 390,919.00	\$ 327,752.76	\$ 63,166.24	16.16%
7900 DUE FROM OPERATING	\$ 237,000.00	\$ 237,000.00	\$ -	
TOTAL REVENUES	\$ 1,310,547.00	\$ 1,033,411.85	\$ 277,135.15	21.15%

	AMENDED BUDGET	EXPENDED TO DATE	REMAINING	PERCENT REMAINING
EXPENDITURES:				
35 FOOD SERVICES	\$ 1,073,547.00	\$ 1,036,733.17	\$ 36,813.83	3.43%

CELINA INDEPENDENT SCHOOL DISTRICT
 INTEREST AND SINKING FUND 599
 MONTHLY FINANCIAL REPORT
 AS OF
 JUNE 30, 2021

	RECEIVED TO			
	AMENDED BUDGET	DATE	REMAINING	REMAINING
REVENUES:				
5700 TAXES CURRENT YEAR	\$ 8,838,283.00	\$ 8,835,331.75	\$ 2,951.25	0.03%
5700 TAXES PRIOR YEAR	\$ 82,242.00	\$ 76,320.80	\$ 5,921.20	7.20%
5700 PENALTY AND INTEREST	\$ 85,000.00	\$ 45,218.11	\$ 39,781.89	46.80%
5700 LOCAL REVENUE	\$ 35,000.00	\$ 23,119.70	\$ 11,880.30	33.94%
5800 STATE REVENUE EDA/IFA	\$ 67,758.00	\$ 67,758.00	\$ -	0.00%
7900 BOND PROCEEDS/PREMIUMS	\$ 2,666,695.00	\$ 2,666,694.56	\$ 0.44	0.00%
TOTAL REVENUES	\$ 11,774,978.00	\$ 11,714,442.92	\$ 60,535.08	0.51%

	EXPENDED TO			
	AMENDED BUDGET	DATE	REMAINING	REMAINING
EXPENDITURES:				
6511 BOND PRINCIPAL	\$ 2,259,551.00	\$ 2,259,550.75	\$ 0.25	0.00%
6521 BOND INTEREST	\$ 6,838,732.00	\$ 6,838,240.93	\$ 491.07	0.01%
6599 OTHER DEBT SERVICE FEES	\$ 10,000.00	\$ 5,600.00	\$ 4,400.00	44.00%
6599 BOND SALE FEES	\$ 213,500.00	\$ 212,965.00	\$ 535.00	0.00%
8900 FLOW THRU	\$ 968,400.00	\$ 968,400.00	\$ -	
TOTAL EXPENDITURES	\$ 10,290,183.00	\$ 10,284,756.68	\$ 5,426.32	0.05%

Celina Independent School District
Interest and Sinking Cash Flow

	2020-2021 April 2021 Actual	May 2021 Actual	June 2021 Actual
<i>Beginning Cash Balance-Independent Bk</i>	\$ 5,319,708.56	5,383,710.81	5,431,474.12
RECEIPTS			
Tax Collections	\$ 61,580.02	45,236.06	35,283.05
Interest	\$ 2,422.23	2,527.25	2,465.95
Transfer from Texpool	\$ 0.00	0.00	0.00
State Revenue - IFA	\$ 0.00	0.00	0.00
Total Revenue	\$ 64,002.25	47,763.31	37,749.00
DISBURSEMENTS			
Bond Payments	\$ 0.00	0.00	0.00
Transfers to Texpool	\$ 0.00	0.00	0.00
Transfers to MMA Independent Bank	0.00	0.00	0.00
Total Expenditures	\$ 0.00	0.00	0.00
Net Change in Cash	64,002.25	47,763.31	37,749.00
Ending Cash Balance - Independent Bk	\$ 5,383,710.81	5,431,474.12	5,469,223.12
Beginning Cash Balance at Texpool	\$ 4,608,597.07	4,608,648.06	4,608,688.04
Deposits - Transfers In/Int Sale of Bond	\$ 0.00	0.00	0.00
Interest Earned	\$ 50.99	39.98	49.53
Transfers out	\$ 0.00	0.00	0.00
Ending Cash Balance at Texpool	\$ 4,608,648.06	4,608,688.04	4,608,737.57
Independent Bank - MMA Investment			
Beginning Balance	102,832.86	102,879.35	102,927.40
Deposits	0.00	0.00	0.00
Interest	46.49	48.05	46.53
Transfers out	0.00	0.00	0.00
Ending Cash Balance - Ind Bank MMA	102,879.35	102,927.40	102,973.93
TOTAL CASH AVAILABLE	\$ 10,095,238.22	10,143,089.56	10,180,934.62

Celina Independent School District
Operating Cash Flow
2020 - 2021

	April 2021	May2021	June 2021
	Actual	Actual	Actual
<i>Beginning Cash Balance</i>	\$ 10,478,037.42	9,236,766.93	7,861,283.19
RECEIPTS			
Tax Collections	\$ 122,451.97	90,051.36	69,833.43
Interest	\$ 4,439.98	3,963.57	3,205.88
Other Local Revenue	\$ 9,643.19	294,046.43	130,510.46
State Revenue - Available School	\$ 78,129.00	86,279.00	219,611.00
State Revenue -Foundation	\$ 786,748.00	521,239.00	1,044,689.00
State Revenue - Prior Year	\$	682.00	
State Revenue - Misc	\$		
Federal Program Revenue	\$ 7,229.23	0.00	26,925.53
Breakfast/Lunch Revenue - Local/Fed	\$ 100,159.50	92,586.27	36,545.03
Transfers From Texpool	\$ 0.00	0.00	0.00
Total Revenue	\$ 1,108,800.87	1,088,847.63	1,531,320.33
DISBURSEMENTS			
Payroll Net Checks	\$ -1,337,277.85	-1,367,567.92	-1,335,452.78
Payroll Deductions	\$ -79,901.46	-81,959.66	-80,185.85
TRS Deposit	\$ -394,411.39	-392,078.02	-598,112.36
IRS Deposit	\$ -161,960.71	-167,895.19	-162,567.37
Total Payroll	\$ -1,973,551.41	-2,009,500.79	-2,176,318.36
Transfers to Texpool	\$		
Transfer to Ind Bank MMA	\$		
Account Payable Expenditures	\$ -376,519.95	-454,830.58	-806,841.37
Total Expenditures	\$ -2,350,071.36	-2,464,331.37	-2,983,159.73
Net Change in Cash	\$ -1,241,270.49	-1,375,483.74	-1,451,839.40
Ending Cash Balance	\$ 9,236,766.93	7,861,283.19	6,409,443.79
Beginning Cash Balance at Texpool	\$ 3,342,411.42	3,342,448.42	3,342,477.46
Deposits - Transfers In	\$		
Interest Earned	\$ 37.00	29.04	35.95
Transfers out	\$ 0.00	0.00	0.00
Ending Cash Balance at Texpool	\$ 3,342,448.42	3,342,477.46	3,342,513.41
Beginnin Cash Balance-Ind Bank MMA	2,056,570.29	2,057,499.98	2,058,461.08
Deposits - Transfer In			
Interest Earned	929.69	961.10	930.54
Transfers out			
Ending Cash Balance-Ind Bank MMA	2,057,499.98	2,058,461.08	2,059,391.62
TOTAL CASH AVAILABLE	\$ 14,636,715.33	13,262,221.73	11,811,348.82

Celina Independent School District
Investment Statement
2020-2021

	April, 2021 Actual	May, 2021 Actual	June, 2021 Actual
Construction Account			
Logic Acct Closed June, 2016			
2018 Bond Acct. Closed June '20			
Construction Acct Closed June '20			
2020 Bond Program Sale #2			
Beginning Cash Balance at Ind Bank	\$ 40,140,653.88	40,158,799.66	37,437,270.34
Deposits - Transfers In	\$ -	553,333.77	-
Interest Earned	\$ 18,145.78	18,214.05	15,979.34
Expenditures	\$ -	(3,293,077.14)	(2,948,292.24)
Ending Cash Balance at Ind Bank	\$ 40,158,799.66	37,437,270.34	34,504,957.44
2019 Bond Program Sale #1			
Closed May'21			
Beginning Cash Balance at Ind Bank	\$ 2,831,721.43	553,333.77	0.00
Deposits - Transfers In Bonds Sold	\$ 5,755.54		
Interest Earned	\$ 741.24		
Expenditures/Transfers Out	\$ (2,284,884.44)	(553,333.77)	-
Ending Cash Balance at Ind Bank	\$ 553,333.77	0.00	0.00
General Operating			
Beginning Cash Balance at Texpool	\$ 3,342,411.42	3,342,448.42	3,342,477.46
Deposits - Transfers In	\$ -	-	-
Interest Earned	\$ 37.00	29.04	35.95
Transfers out	\$ -	-	-
Ending Cash Balance at Texpool	\$ 3,342,448.42	3,342,477.46	3,342,513.41
Beginning MMA - Independent Bank-Operating	\$ 2,056,570.29	2,057,499.98	2,058,461.08
Deposits - Transfers In	\$ -	-	-
Interest Earned	\$ 929.69	961.10	930.54
Transfers out	\$ -	-	-
Ending MMA - Independent Bank	\$ 2,057,499.98	2,058,461.08	2,059,391.62
Beginning Cash Balance at Ind Bank	\$ 10,478,037.42	9,236,766.93	7,861,283.19
Deposits	\$ 1,104,360.89	1,084,884.06	1,528,114.45
Interest Earned	\$ 4,439.98	3,963.57	3,205.88
Expenditures	\$ (2,350,071.36)	(2,464,331.37)	(2,983,159.73)
Ending Cash Balance Gen Oper.	\$ 9,236,766.93	7,861,283.19	6,409,443.79
Interest and Sinking			
Beginning Cash Balance at Texpool	\$ 4,608,597.07	4,608,648.06	4,608,688.04
Deposits - Transfers In	\$ -	-	-
Interest Earned	\$ 50.99	39.98	49.53
Transfers out	\$ -	-	-
Ending Cash Balance at Texpool	\$ 4,608,648.06	4,608,688.04	4,608,737.57

Celina Independent School District
Investment Statement
2020-2021

Interest and Sinking Cont.

Beginning Cash Balance at Ind Bank	\$	5,319,708.56	5,383,710.81	5,431,474.12
Deposits	\$	61,580.02	45,236.06	35,283.05
Interest Earned	\$	2,422.23	2,527.25	2,465.95
Expenditures/Transfers Out	\$			
Ending Cash Balance at Ind Bank	\$	5,383,710.81	5,431,474.12	5,469,223.12
Beginning MMA - Independent Bank-I & S	\$	102,832.86	102,879.35	102,927.40
Deposits - Transfers In	\$	-	-	-
Interest Earned	\$	46.49	48.05	46.53
Transfers out	\$	-	-	-
Ending MMA - Independent Bank	\$	102,879.35	102,927.40	102,973.93

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, Celina ISD is in compliance with the provisions of Government Code 2256 and with the policies and strategies of Celina ISD.



Dr. Tom Magisceau, Investment Officer



Amber Pennell, Investment Designee

RATE INFORMATION

INDEPENDENT BANK: NOW checking account rate is based on current market conditions and movement of interest rates. Accounts have a floor rate of 0.50%.

June, 2021

TEXPOOL INVESTMENT POOL - June, 2021

INTEREST RATE:	.0131
ALLOCATION FACTOR:	0.000000358
AVERAGE MONTHLY POOL BALANCE:	24,392,540,901.06
WEIGHTED AVERAGE MATURITY:	29
BOOK VALUE	23,828,759,765.63
MARKET VALUE	23,830,974,767.72
MARKET VALUE PER SHARE:	1.000110
NUMBER OF PARTICIPANTS	2658

TEXPOOL PORTFOLIO ASSET SUMMARY AS OF June, 2021

	BOOK VALUE	MARKET VALUE
Uninvested Balance	673.11	673.11
Accrual of Interest Income	4,051,750.72	4,051,750.72
Interest and Management Fees Payable	(261,265.04)	(261,265.04)
Payable for Investment Purchased	(1,324,096,592.50)	(1,324,096,592.50)
Accrued Expenses & Taxes	(29,377.92)	(29,377.92)
Repurchase Agreements	8,024,081,000.00	8,024,081,000.00
Mutual Fund Investments	3,192,074,000.00	3,192,074,000.00
Government Securities	3,709,952,619.81	3,712,033,891.15
US Treasury Inflation Protected Securities	0.00	0.00
US Treasury Bills	8,350,726,740.80	8,350,585,078.59
US Treasury Notes	1,872,260,216.65	1,872,535,609.62
Total	23,828,759,765.63	23,830,974,767.72

Celina Independent School District
 2020 BOND SALE #2
 2020 - 2021

	April, 2021 Actual	May, 2021 Actual	June, 2021 Actual
<i>Beginning Cash Balance</i>	\$40,140,653.88	\$40,158,799.66	\$37,437,270.34
Independent Bank			
RECEIPTS			
Interest	\$ 18,145.78	\$ 18,214.05	\$ 15,979.34
Sale of Bonds			
Transfers from Texpool			
Transfers from Indep. Bank	\$	\$ 553,333.77	
Accounts Payable			
Total Revenue	\$ 18,145.78	\$ 571,547.82	\$ 15,979.34
DISBURSEMENTS			
Transfers to Texpool/Logic	\$		
Construction Payables	\$ -	\$ (3,293,077.14)	\$ (2,948,292.24)
Total Expenditures	\$ -	\$ (3,293,077.14)	\$ (2,948,292.24)
Net Change in Cash	\$ 18,145.78	\$ (2,721,529.32)	\$ (2,932,312.90)
 Ending Cash Balance**	 \$40,158,799.66	 \$37,437,270.34	 \$34,504,957.44