

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, April 16, 2018, beginning at 6:15 PM in the Celina ISD Administration Office, 205 S Colorado Dr, 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 DINNER/DISCUSSION
 - 1.A. Discuss High School Walk-out
 - 1.B. District Characteristics
 - 1.C. Discuss Agenda Items
2. CALL TO ORDER & ESTABLISH QUORUM
 - 2.A. Pledge of Allegiance
 - 2.B. Invocation
3. OPEN FORUM
 - 3.A. Comments from Visitors Who Wish to Address Board Members on Agenda or Non-Agenda Topics
4. CONSENT/CONFIRMATION AGENDA ITEMS
 - 4.A. Minutes of the March 19, 2018 Regular Board Meeting
 - 4.B. Minutes of the April 2, 2018 Special Board Meeting
 - 4.C. Monthly Cash Distributions/Cash Balance/Investment Report/Budget Amendments
5. INFORMATION/CONFIRMATION AGENDA ITEMS:
 - 5.A. Construction Update
Presenter: Claycomb / NorthStar
 - 5.B. Superintendent Awards
6. **CLOSED MEETING - Pursuant to Texas Government Code, Chapter 551, including, but not limited to Section 551.089 - Deliberation regarding security devices or security audits; closed meeting. This chapter does not require a governmental body to conduct an open meeting to deliberate: (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.A. Safety Brief
Presenter: Caleb Tindell & Chief White
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.**
 - 7.A. Action Taken on Items in Closed Session
8. ACTION/BRIEFING AGENDA ITEMS
 - 8.A. Discuss and Approve ESS Contract
Presenter: Fred Bentsen & Thomas Gifford
 - 8.B. Approve Campus Improvement Plans

Presenter: Campus Principals

9. **CLOSED MEETING - Pursuant to Texas Government Code, Chapter 551, including, but not limited to Section 551.074 - Personnel, to deliberate 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.**
 - 9.A. Personnel
 - 9.A.1. Professional Contracts
 - 9.A.2. Professional Personnel
 10. **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.**
 - 10.A. Action Taken on Items in Closed Session
 11. ADJOURNMENT
-

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)]

Friday, April 13, 2018 at 2:30 PM

For the Board of Trustees

Faculty Characteristics	Parent Characteristics	Student Characteristics
<p>Team player</p> <ul style="list-style-type: none"> • Builds relationships • Collaborates with peers at the campus, district, community, and global level on an ongoing basis • Is flexible and open to change <p>Passionate</p> <ul style="list-style-type: none"> • Cultivates a rich environment where students feel comfortable speaking and sharing new ideas • Ignites students' curiosity and passion • Celebrates students' accomplishments • Believes in every student's potential <p>Risk-taker</p> <ul style="list-style-type: none"> • Create a risk-free, supportive learning environment for all students • Exhibits intellectual curiosity, imagination and creativity • Embrace opportunities to facilitate multiple pathways of learning 	<p>Partner</p> <ul style="list-style-type: none"> • Support your child's teacher, educational staff, and CISD programs • Support and reinforce classroom management strategies that are in place • Understand teachers and staff genuinely have your child's best interest in mind. <p>Engaged</p> <ul style="list-style-type: none"> • Help your child establish regular routines and stay organized • Create a sense of well-being and balance at home to help your child feel prepared and focused • Take an active role in your child's education <p>Advocate</p> <ul style="list-style-type: none"> • Communicate concerns appropriately • Develop an open, trusting relationship with CISD staff to 	<p>Leader</p> <ul style="list-style-type: none"> • Exhibits conscientious leadership skills • Displays effort, resilience and persistence • Exhibits a strong work ethic <p>Self Disciplined</p> <ul style="list-style-type: none"> • Disciplined management of self, learning, resources & time • Willingness to take risks, persist in the face of challenge & adversity and learn from failure • Maintains a balance of physical, mental, & emotional health <p>Honest</p> <ul style="list-style-type: none"> • Exhibits honest and ethical behavior • Demonstrates character & integrity • Respects self and others equally <p>Connected</p> <ul style="list-style-type: none"> • Participates in activities that promote teamwork, leadership,

<p>for CISD students</p> <p>Student-empowering</p> <ul style="list-style-type: none"> • Cultivates a student-centered classroom • Creates opportunities for students to connect personal interests to current learning • Incorporate student choice and voice in learning <p>Engaging</p> <ul style="list-style-type: none"> • Engages in innovative strategies while reflecting on student performance • Engages in school, district, and community efforts • Appreciates diversity and works to cultivate respect and tolerance in the classroom and school <p>Professional</p> <ul style="list-style-type: none"> • Creates and nurtures positive relationships with students, staff, and parents • Models high standards of professional ethics • Demonstrates 	<p>figure out the best approach for educating your child together</p> <ul style="list-style-type: none"> • Stress the importance of education to your child and challenge them academically <p>Respectful</p> <ul style="list-style-type: none"> • Team with CISD educators to promote your students success • Work with CISD staff to resolve any conflicts that may inhibit your child's success • Respect proper protocols and work to resolve issues starting at the appropriate levels 	<p>responsibility, respect, and physical and emotional fitness</p> <ul style="list-style-type: none"> • Understands personal strengths and interests and aligns those with provided activities • Identifies goals and takes steps to achieve them
--	--	---

<p>academic and oral proficiency</p> <ul style="list-style-type: none">• Demonstrates a professional appearance		
---	--	--

REGULAR BOARD MEETING

March 19, 2018

The Celina Independent School District's Board of Trustees met in regular session on Monday, March 19, 2018 at the Celina Independent School District Administration Offices at 205 S Colorado, Celina, TX 75009 in Room 11 and the Board Room.

At 6:25 PM Kelly Juergens called the dinner session to order.

Stacy Ceci presented to the board a \$25,000.00 donation for O'Dell Elementary. Donated by Hillwood Communities. Donation will be used to purchase supplies for a STEAM Lab for the O'Dell Elementary Campus.

Lori Sitzes presented details of the Alpha Best Contract to the board.

The board selected 3 trustees to serve on the budget committee for the 2018-2019 school year. Members to serve on the committee will be Chuck Hansen, Todd Snyder and Brooks Barr.

Chief Bobby Manson spoke to the board about School Safety Options.

Mr. DeMasters discussed agenda items with the board.

At 6:56 PM Kelly Juergens closed the dinner session.

At 7:00 PM Board President Kelly Juergens called the regular meeting of the Celina Independent School District's Board of Trustees to order in the Board Room of the CISD Administration Offices. Choc Christopher lead the pledge and Jeff Gravley gave the invocation.

MEMBERS PRESENT: Choc Christopher, Jeff Gravley, Kelly Juergens, Todd Snyder, Chuck Hansen, Brooks Barr and Tracey Balsamo.

MEMBERS ABSENT:

SCHOOL OFFICIALS & VISITORS PRESENT: Rick DeMasters, Bill Hemby, John Mathews, Lori Sitzes, Starlyn Wells, Russell McDaniel, David Wilson, Lance Lemberg, Lori Gibbs, Kim Kincaid, Shawna Mathews, Jack Ream, Stacy Ceci, Kaylynn Reedy, Bobby Manson, Missy Tuinstra, Denise DeBaugh, Valerie Hatley, Abby Sandoval, Robin Fuigel.

OPEN FORUM:

CONSENT/CONFIRMATION AGENDA ITEMS.

Tracey Balsamo moved and Chuck Hansen seconded the motion to approve the minutes of the February 19, 2018 Regular Board Meeting along with the Monthly Cash Distributions/Cash Balance/Investment Report and Budget Amendments. Motion Carried 7-0.

INFORMATION/CONFIRMATION AGENDA ITEMS:

Jack Ream gave the board an update on High School Construction. Crews are down to the punch list. Completion is predicted to be ahead of schedule and below budget.

Head nurse for the district, Missy Tuinstra, explained details of the Children's Telehealth program. After some discussion the board expressed their support of the program.

ACTION/BRIEFING AGENDA ITEMS:

Upon receiving the Notice of Unopposed Candidates for the May 5, 2018 School Board Trustee Election, Tracey Balsamo moved and Brooks Barr seconded the motion to approve the Order of Cancellation for the May 5, 2018 School Board Trustee Election. Motion Carried 7-0.

John Mathews discussed changes made to policy in Update 110 and BBB (LOCAL). Todd Snyder moved and Tracey Balsamo seconded the motion to accept Policy Update 110 and BBB (LOCAL). Motion Carried 7-0.

Representatives from AlphaBEST were present to discuss and answer questions regarding the AlphaBEST program and contract. Chuck Hansen moved and Jeff Gravley seconded the motion to approve the AlphaBEST contract. Motion Carried 7-0.

At 7:30 PM Kelly Juergens recessed the open session and convened the Board in closed session, pursuant to Texas Government Code, Chapter 551, including, but not limited to Section 551.074 – Personnel.

- A. Personnel**
 - a. Administrator**

- B. Level III Grievance Hearing**

At 9:42 PM Kelly Juergens recessed the closed session and reconvened in open session 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.

ACTION TAKEN ON ITEMS IN CLOSED SESSION:

Jeff Gravley moved and Todd Snyder seconded the motion to extend the recommended Administrator Contracts for the 2018-2019 school year. Motion carried 7-0.

The following Administrator Contracts were extended: Nancy Alvarez, Starla Martin, Sara Arrington, Stacy Ceci, Kaylyn Reedy, Kim Kincaid, Russell McDaniel, Misty Warrick, Dave Wilson, Lori Gibbs, Lance Lemberg, John Mathews, Bill Hemby, Lori Sitzes, Starlynn Wells, Jill Roza, Olivia Vest, Marilyn Chamberlin, Bill Elliott

After hearing a Level III Grievance Kelly Juergens moved and Jeff Gravley seconded the motion to deny the request made by the grievant. The decision was announced in the presence of the grievant. Motion carried 7-0.

ADJOURNMENT:

Todd Snyder moved and Tracey Balsamo seconded the motion to adjourn the meeting. The motion carried 7-0.

The meeting adjourned at 9:45 PM.

Kelly Juergens, President

Todd Snyder, Secretary

DRAFT

SPECIAL BOARD MEETING

April 2, 2018

The Celina Independent School District's Board of Trustees met in regular session on Monday, April 2, 2018 at the Celina Independent School District Administration Offices at 205 S Colorado, Celina, TX 75009 in the Board Room.

At 4:03 PM Board President Kelly Juergens called the special meeting of the Celina Independent School District's Board of Trustees to order in the Board Room of the CISD Administration Offices. Choc Christopher lead the pledge and Jeff Gravley gave the invocation.

MEMBERS PRESENT: Choc Christopher, Jeff Gravley, Kelly Juergens, Todd Snyder, Chuck Hansen, Brooks Barr and Tracey Balsamo.

MEMBERS ABSENT:

SCHOOL OFFICIALS & VISITORS PRESENT: Rick DeMasters, Bill Hemby, Shawna Mathews, Bill Elliott, David Wilson, Marc Rauzi and other representatives from Claycomb.

INFORMATION/CONFIRMATION AGENDA ITEMS:

School Board credit hours were announced in accordance with recent changes to the Texas Education Code and Senate Bill 1566. All Celina ISD School Board members have sufficiently met credit hour requirements. School Board credit hours will be announced again at the April 2019 board meeting.

ACTION/BRIEFING AGENDA ITEMS:

Rick DeMasters presented the 2018-2019 Allotment and TEKS Certification to the board. Tracey Balsamo moved and Chuck Hansen seconded the motion to approve the TEKS Certification as presented. Motion Carried 7-0.

Marc Rauzi and representatives from Claycomb presented plans to improve High School Athletic Facilities. After some discussion Jeff Gravley moved and Tracey Balsamo seconded the motion to approve the plans as presented, allowing Claycomb to move into the Design Phase of the project. Motion Carried 7-0.

ADJOURNMENT:

Chuck Hansen moved and Brooks Barr seconded the motion to adjourn the meeting. The motion carried 7-0.

The meeting adjourned at 4:59 PM.

Kelly Juergens, President

Todd Snyder, Secretary

DRAFT

CELINA INDEPENDENT SCHOOL DISTRICT
GENERAL FUND (INCLUDES ATHLETIC, OPERATING)
MONTHLY FINANCIAL REPORT
MARCH 31 2018

	BUDGET	RECEIVED TO DATE	REMAINING	PERCENT REMAINING
REVENUES:				
5700 OTHER LOCAL REVENUE	\$ 1,207,884.69	\$ 1,126,858.05	\$ 81,026.64	6.71%
5711 PROPERTY TAXES, CURRENT YEAR	\$ 13,399,959.00	\$ 12,769,479.92	\$ 630,479.08	4.71%
5712 PROPERTY TAXES, PRIOR YEAR	\$ 175,000.00	\$ 243,590.04	\$ (68,590.04)	-39.19%
5719 PENALTY & INTEREST	\$ 75,000.00	\$ 82,857.83	\$ (7,857.83)	-10.48%
5800 STATE PROGRAM REVENUES	\$ 10,761,445.00	\$ 4,886,984.52	\$ 5,874,460.48	54.59%
5900 FEDERAL PROGRAM REVENUE	\$ 60,000.00	\$ 91,039.65	\$ (31,039.65)	-51.73%
7900 FLOW-THROUGH REVENUE			\$ -	
TOTAL REVENUES	\$ 25,679,288.69	\$ 19,200,810.01	\$ 6,478,478.68	25.23%
	BUDGET	EXPENDED TO DATE	REMAINING	PERCENT REMAINING
EXPENDITURES:				
11 INSTRUCTION	\$ 14,143,109.15	\$ 10,466,013.54	\$ 3,677,095.61	26.00%
12 LIBRARY SERVICES	\$ 187,454.00	\$ 190,664.34	\$ (3,210.34)	-1.71%
13 CURRICULUM	\$ 322,547.00	\$ 297,196.29	\$ 25,350.71	7.86%
21 INSTRUCTIONAL LEADERSHIP	\$ 56,999.00	\$ 43,913.96	\$ 13,085.04	22.96%
23 SCHOOL ADMIMISTRATION	\$ 1,726,218.17	\$ 1,320,452.99	\$ 405,765.18	23.51%
31 GUIDANCE AND COUNSELING	\$ 644,884.19	\$ 479,715.76	\$ 165,168.43	25.61%
33 HEALTH SERVICES	\$ 248,723.80	\$ 215,290.62	\$ 33,433.18	13.44%
34 PUPIL TRANSPORTATION	\$ 1,428,664.22	\$ 1,063,577.96	\$ 365,086.26	25.55%
36 EXTRA CURRICULAR ACTIVITIES	\$ 1,146,983.00	\$ 866,532.13	\$ 280,450.87	24.45%
41 GENERAL ADMINISTRATION	\$ 1,136,746.00	\$ 864,823.53	\$ 271,922.47	23.92%
51 PLANT MAINTENANCE & OPERATION	\$ 3,085,311.27	\$ 2,306,900.59	\$ 778,410.68	25.23%
52 SECURITY & MONITORING	\$ 212,199.00	\$ 154,941.11	\$ 57,257.89	26.98%
53 DATA PROCESSING	\$ 567,922.00	\$ 464,396.64	\$ 103,525.36	18.23%
71 DEBT SERVICE	\$ 203,864.00	\$ 152,896.59	\$ 50,967.41	25.00%
81 FACILITY IMPROVEMENT				
93 PAYMENT TO FISCAL AGENTS	\$ 495,694.00	\$ 357,740.50	\$ 137,953.50	27.83%
95 PAYMENT TO JJAEP	\$ 16,000.00		\$ 16,000.00	100.00%
99 TAX APPRAISAL	\$ 120,322.00	\$ 88,541.03	\$ 31,780.97	26.41%
TRANSFER TO CONSTRUCTION				
TOTAL EXPENDITURES	\$ 25,743,640.80	\$ 19,333,597.58	\$ 6,410,043.22	24.90%

Celina Independent School District
Operating Cash Flow Statement
2017-2018

	January, 2018 Actual	February, 2018 Actual	March, 2018 Actual
<i>Beginning Cash Balance</i>	\$ 787,550.81	2,876,089.00	1,057,363.70
RECEIPTS			
Tax Collections	\$ 3,686,028.33	2,173,393.59	230,665.59
Interest	\$ 1,169.27	1,314.61	602.91
Other Local Revenue	\$ 94,909.32	33,114.62	14,071.81
State Revenue - Available School	\$ 16,772.00	16,772.00	46,653.00
State Revenue -Foundation	\$ 0.00	0.00	0.00
State Revenue - Prior Year	\$ 0.00	0.00	0.00
State Revenue - Misc	\$ 2,628.65	8,828.75	0.00
Federal Program Revenue	\$ 56,901.25	9,704.84	0.00
Breakfast/Lunch Revenue - Local/Fed	\$ 76,583.42	90,354.13	89,475.60
Transfers From Texpool	\$ 0.00	0.00	1,800,000.00
Total Revenue	\$ 3,934,992.24	2,333,482.54	2,181,468.91
DISBURSEMENTS			
Payroll Net Checks	\$ -1,057,047.02	-1,075,306.10	-1,054,727.29
Payroll Deductions	\$ -62,647.46	-64,074.73	-64,937.39
TRS Deposit	\$ -327,008.23	-329,024.69	-323,152.23
IRS Deposit	\$ -128,494.64	-132,239.72	-128,801.11
Total Payroll	\$ -1,575,197.35	-1,600,645.24	-1,571,618.02
Transfers to Texpool	\$ 0.00	-2,000,000.00	0.00
Transfer to Ind Bank MMA	\$ 0.00	0.00	-800,000.00
Account Payable Expenditures	\$ -271,256.70	-551,562.60	-364,979.79
Total Expenditures	\$ -1,846,454.05	-4,152,207.84	-2,736,597.81
Net Change in Cash	\$ 2,088,538.19	-1,818,725.30	-555,128.90
Ending Cash Balance	\$ 2,876,089.00	1,057,363.70	502,234.80
Beginning Cash Balance at Texpool	\$ 5,158,833.28	5,164,524.27	7,171,332.28
Deposits - Transfers In	\$ 0.00	2,000,000.00	0.00
Interest Earned	\$ 5,690.99	6,808.01	8,745.30
Transfers out	\$ 0.00	0.00	-1,000,000.00
Ending Cash Balance at Texpool	\$ 5,164,524.27	7,171,332.28	6,180,077.58
Beginnin Cash Balance-Ind Bank MMA	2,002,177.97	2,003,283.28	2,004,282.18
Deposits - Transfer In	0.00	0.00	0.00
Interest Earned	1,105.31	998.90	1,049.49
Transfers out	0.00	0.00	0.00
Ending Cash Balance-Ind Bank MMA	2,003,283.28	2,004,282.18	2,005,331.67
TOTAL CASH AVAILABLE	\$ 10,043,896.55	10,232,978.16	8,687,644.05

CELINA INDEPENDENT SCHOOL DISTRICT
 INTEREST AND SINKING FUND 599
 MONTHLY FINANCIAL REPORT
 AS OF
 MARCH 31, 2018

	BUDGET	RECEIVED TO DATE	REMAINING	PERCENT REMAINING
REVENUES:				
5700 TAXES CURRENT YEAR	\$ 5,896,869.00	\$ 5,507,995.03	\$ 388,873.97	6.59%
5700 TAXES PRIOR YEAR	\$ 75,000.00	\$ 105,299.69	\$ (30,299.69)	-40.40%
5700 PENALTY AND INTEREST	\$ 15,000.00	\$ 24,661.54	\$ (9,661.54)	-64.41%
5700 LOCAL REVENUE		\$ 22,829.80	\$ (22,829.80)	#DIV/0!
5800 STATE REVENUE EDA/IFA		\$ 90,320.00	\$ (90,320.00)	
7900 BOND PROCEEDS/PREMIUMS			\$ -	#DIV/0!
TOTAL REVENUES	\$ 5,986,869.00	\$ 5,751,106.06	\$ 235,762.94	3.94%

	BUDGET	EXPENDED TO DATE	REMAINING	PERCENT REMAINING
EXPENDITURES:				
6511 BOND PRINCIPAL	\$ 1,165,622.00	\$ 1,165,621.20	\$ 0.80	0.00%
6521 BOND INTEREST	\$ 3,821,398.00	\$ 3,821,397.57	\$ 0.43	0.00%
6599 OTHER DEBT SERVICE FEES	\$ 7,500.00	\$ 6,125.00	\$ 1,375.00	18.33%
6599 BOND SALE FEES			\$ -	
8900 FLOW THRU			\$ -	#DIV/0!
TOTAL EXPENDITURES	\$ 4,994,520.00	\$ 4,993,143.77	\$ 1,376.23	#DIV/0!

Celina Independent School District
Interest & Sinking Cash Flow Statement
2017-2018

	January, 2018 Actual	February, 2018 Actual	March, 2018 Actual
<i>Beginning Cash Balance-Independent Bk</i>	\$ 119,355.42	1,734,580.53	1,131,887.58
RECEIPTS			
Tax Collections	\$ 1,615,435.62	951,308.18	100,959.60
Interest	\$ 539.49	661.38	660.55
Transfer from Texpool	\$ 0.00	0.00	0.00
State Revenue - IFA	\$ 0.00	0.00	0.00
Total Revenue	\$ 1,615,975.11	951,969.56	101,620.15
DISBURSEMENTS			
Bond Payments	\$ -750.00	-1,554,662.51	0.00
Transfers to Texpool	\$ 0.00		0.00
Transfers to MMA Independent Bank	0.00	0.00	0.00
Total Expenditures	\$ -750.00	-1,554,662.51	0.00
Net Change in Cash	1,615,225.11	-602,692.95	101,620.15
Ending Cash Balance - Independent Bk	\$ 1,734,580.53	1,131,887.58	1,233,507.73
Beginning Cash Balance at Texpool	\$ 4,416,418.56	4,421,290.53	4,425,848.16
Deposits - Transfers In/Int Sale of Bond	\$ 0.00	0.00	0.00
Interest Earned	\$ 4,871.97	4,557.63	5,696.86
Transfers out	\$ 0.00	0.00	0.00
Ending Cash Balance at Texpool	\$ 4,421,290.53	4,425,848.16	4,431,545.02
Independent Bank - MMA Investment			
Beginning Balance	100,108.90	100,164.16	100,214.11
Deposits	0.00	0.00	0.00
Interest	55.26	49.95	55.32
Transfers out	0.00	0.00	0.00
Ending Cash Balance - Ind Bank MMA	100,164.16	100,214.11	100,269.43
TOTAL CASH AVAILABLE	\$ 6,256,035.22	5,657,949.85	5,765,322.18

Celina Independent School District
 Construction Cash Flow Statement
 2017-2018

	January, 2018 Actual	February, 2018 Actual	March, 2018 Actual
<i>Beginning Cash Balance</i>	\$ 64,392.58	64,428.13	64,460.26
RECEIPTS			
Interest	\$ 35.55	32.13	35.58
Additional Revenue Trans from Operating	0.00	0.00	0.00
Transfers from Logic	\$ 0.00		0.00
Transfers from Texpool	0.00	0.00	0.00
Total Revenue	\$ 35.55	32.13	35.58
DISBURSEMENTS			
Transfers to Texpool/Logic	\$ 0.00	0.00	0.00
Construction Payables			\$ -1,400.00
Total Expenditures	\$ 0.00	0.00	-1,400.00
Net Change in Cash	\$ 35.55	32.13	-1,364.42
 <i>Ending Cash Balance**</i>	 \$ 64,428.13	 64,460.26	 63,095.84

Celina Independent School District
 Construction 2016 Cash Flow Statement
 2017-2018

	January, 2018 Actual	February, 2018 Actual	March, 2018 Actual
<i>Beginning Cash Balance</i>	\$ 30,583.71	30,607.08	30,628.22
 RECEIPTS			
Interest	\$ 23.37	21.14	23.41
Sale of Bonds	0.00		0.00
Total Revenue	\$ 23.37	21.14	23.41
 DISBURSEMENTS			
Construction Payables	\$		
Total Expenditures	\$ 0.00	0.00	0.00
 Net Change in Cash	 \$ 23.37	 21.14	 23.41
 <i>Ending Cash Balance**</i>	 \$ 30,607.08	 30,628.22	 30,651.63

Celina Independent School District
October, 2016 Bond Sale Construction Cash Flow Statement
2017-2018

	January, 2018 Actual	February, 2018 Actual	March, 2018 Actual
<i>Beginning Cash Balance</i>	\$ 4,447,158.27	3,583,741.76	3,068,407.76
Independent Bank			
RECEIPTS			
Interest	\$ 2,340.47	1,644.92	1,590.87
Additional Revenue Trans from Operating	0.00	0.00	0.00
Transfers from Texpool			
Transfers from Logic	\$ 0.00		0.00
Accounts Payable	0.00	0.00	0.00
Total Revenue	\$ 2,340.47	1,644.92	1,590.87
DISBURSEMENTS			
Transfers to Texpool/Logic	\$ 0.00	0.00	0.00
Construction Payables	\$ -865,756.98	-516,978.92	-520,269.61
Total Expenditures	\$ -865,756.98	-516,978.92	-520,269.61
Net Change in Cash	\$ -863,416.51	-515,334.00	-518,678.74
Ending Cash Balance**	\$ 3,583,741.76	3,068,407.76	2,549,729.02
Texpool			
<i>Beginning Cash Balance Texpool</i>	0.00	0.00	0.00
<i>Sale of Bonds</i>			
Interest			
Transfers Out			
Ending Balance	0.00	0.00	0.00
TOTAL CASH AVAILABLE	3,583,741.76	3,068,407.76	2,549,729.02

Celina Independent School District
Investment Statement
2017-2018

	January, 2018 Actual	February, 2018 Actual	March, 2018 Actual
Construction Account			
Logic Acct Closed June, 2016			
Construction Acct			
Beginning Cash Balance at Ind Bank	\$ 64,392.58	64,428.13	64,460.26
Deposits - Transfers In	\$ 0.00	0.00	0.00
Interest Earned	\$ 35.55	32.13	35.58
Transfers out	\$ 0.00	0.00	-1,400.00
Ending Cash Balance at Ind Bank	\$ 64,428.13	64,460.26	63,095.84
Construction 2016 Account			
Beginning Cash Balance at Ind Bank	\$ 30,583.73	30,607.10	30,628.24
Deposits - Transfers In Bonds Sold	\$ 0.00	0.00	0.00
Interest Earned	\$ 23.37	21.14	23.41
Expenditures	\$		
Ending Cash Balance at Ind Bank	30,607.10	30,628.24	30,651.65
October, 2016 Bond Sales Const Account			
Beginning Cash Balance at Ind Bank	\$ 4,447,158.27	3,583,741.76	3,068,407.76
Deposits - Transfers In Bonds Sold	\$ 0.00	0.00	0.00
Interest Earned	\$ 2,340.47	1,644.92	1,590.87
Expenditures	\$ -865,756.98	-516,978.92	-520,269.61
Ending Cash Balance at Ind Bank	3,583,741.76	3,068,407.76	2,549,729.02
General Operating			
Beginning Cash Balance at Texpool	\$ 5,158,833.28	5,164,524.27	7,171,332.28
Deposits - Transfers In	\$ 0.00	2,000,000.00	0.00
Interest Earned	\$ 5,690.99	6,808.01	8,745.30
Transfers out	\$ 0.00	0.00	-1,000,000.00
Ending Cash Balance at Texpool	\$ 5,164,524.27	7,171,332.28	6,180,077.58
Beginning MMA - Independent Bank-Operating	\$ 2,002,177.97	2,003,283.28	2,004,282.18
Deposits - Transfers In	\$ 0.00	0.00	800,000.00
Interest Earned	\$ 1,105.31	998.90	1,049.49
Transfers out	\$ 0.00	0.00	-800,000.00
Ending MMA - Independent Bank	\$ 2,003,283.28	2,004,282.18	2,005,331.67
Beginning Cash Balance at Ind Bank	\$ 787,550.81	2,876,089.00	1,057,363.70
Deposits	\$ 3,933,822.97	2,332,167.93	2,180,866.00
Interest Earned	\$ 1,169.27	1,314.61	602.91
Expenditures	\$ -1,846,454.05	-4,152,207.84	-2,736,597.81
Ending Cash Balance at Ind Bank	\$ 2,876,089.00	1,057,363.70	502,234.80

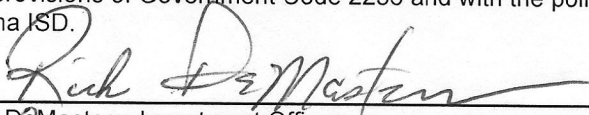
Interest and Sinking

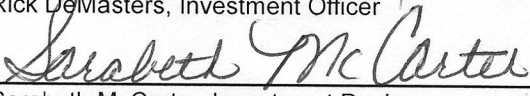
Beginning Cash Balance at Texpool	\$	4,416,418.56	4,421,290.53	4,425,848.16
Deposits - Transfers In	\$	0.00	0.00	0.00
Interest Earned	\$	4,871.97	4,557.63	5,696.86
Transfers out	\$	0.00	0.00	0.00
Ending Cash Balance at Texpool	\$	4,421,290.53	4,425,848.16	4,431,545.02

Beginning Cash Balance at Ind Bank	\$	119,355.42	1,734,580.53	1,131,887.58
Deposits	\$	1,615,435.62	951,308.18	100,959.60
Interest Earned	\$	539.49	661.38	660.55
Expenditures/Transfers Out	\$	-750.00	-1,554,662.51	0.00
Ending Cash Balance at Ind Bank	\$	1,734,580.53	1,131,887.58	1,233,507.73

Beginning MMA - Independent Bank-I & S	\$	100,108.90	100,164.16	100,214.11
Deposits - Transfers In	\$	0.00	0.00	0.00
Interest Earned	\$	55.26	49.95	55.32
Transfers out	\$	0.00	0.00	0.00
Ending MMA - Independent Bank	\$	100,164.16	100,214.11	100,269.43

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.


 Rick DeMasters, Investment Officer


 Sarabeth McCarter, Investment Designee

RATE INFORMATION

DEPOSITORY CONTRACT WITH INDEPENDENT BANK LOCKED IN .45% FIXED RATE FOR TWO YEARS
 MONEY MARKET INVESTMENT ACCTS AT INDEPENDENT BANK .45% FOR 12 MONTH
 CONSTRUCTION 2016 ACCT AT INDEPENDENT BANK .90% FOR DURATION OF ACCOUNT
 OCTOBER 2016 BOND SALES LOCKED IN AT .60% FOR DURATION OF ACCOUNT

MARCH, 2018

TEXPOOL INVESTMENT POOL - MARCH, 2018

Monthly Averages

INTEREST RATE: 1.5156%
 ALLOCATION FACTOR: 0.000041522
 AVERAGE MONTHLY POOL BALANCE: 19,901,625,057.91
 WEIGHTED AVERAGE MATURITY: 26
 BOOK VALUE 19,272,850,011.55
 MARKET VALUE 19,269,156,239.09
 MARKET VALUE PER SHARE: 0.999820
 NUMBER OF PARTICIPANTS 2456

TEXPOOL PORTFOLIO ASSET SUMMARY AS OF MARCH, 2018

	BOOK VALUE	MARKET VALUE
Uninvested Balance	-85.79	-85.79
Accrual of Interest Income	9,719,142.02	9,719,142.02
Interest and Management Fees Payable	-25,586,089.71	-25,586,089.71
Payable for Investment Purchased	-249,374,305.55	-249,374,305.55
Accrued Expenses & Taxes	-70,614.78	-70,614.78
Repurchase Agreements	3,039,473,000.00	3,039,473,000.00
Mutual Fund Investments	776,022,103.88	776,022,103.88
Government Securities	12,321,414,957.04	12,319,290,132.33
US Treasury Inflation Protected Securities	2,140,257,849.46	2,139,067,997.71
US Treasury Bills	961,250,443.26	961,277,165.98
US Treasury Notes	299,743,611.72	299,337,793.00
Total	19,272,850,011.55	19,269,156,239.09

Budgeted/Expended Comparison Summary

MARCH, 2018

Page 1 of 6
%

	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	12,955,396.00	12,904,191.46	9,557,256.59	1,093,090.93		3,346,934.87	25.94%
6200 Professional Services	758,313.00	745,912.20	620,149.99	28,405.02	225.36	125,536.85	16.83%
6300 Supplies and Materials	338,691.00	343,709.79	214,317.35	9,855.76	9,598.99	119,793.45	34.85%
6400 Other Operating	83,285.00	79,183.90	27,005.47	1,622.89	1,044.44	51,133.99	64.58%
6600 Capital Outlay	39,000.00	70,111.80	36,415.35			33,696.45	48.06%
Total Instruction	14,174,685.00	14,143,109.15	10,455,144.75	1,132,974.60	10,868.79	3,677,095.61	26.00%
12 Library							
6100 Payroll Costs	146,074.00	139,874.00	151,724.00	18,676.32	0.00	-11,850.00	-8.47%
6200 Professional Services	3,538.00	3,538.00	3,939.14	300.00		-401.14	-11.34%
6300 Supplies and Materials	8,455.00	10,448.53	7,771.05	740.15	421.89	2,255.59	21.59%
6400 Other Operating	9,300.00	9,300.00	8,451.62		0.00	848.38	9.12%
6600 Capital Outlay	26,287.00	24,293.47	15,800.97	282.61	2,555.67	5,936.83	24.44%
Total Library	193,654.00	187,454.00	187,686.78	19,999.08	2,977.56	-3,210.34	-1.71%
13 Curriculum							
6100 Payroll Costs	197,207.00	197,207.00	205,997.06	24,502.37	0.00	-8,790.06	-4.46%
6200 Contracted Services	71,500.00	71,500.00	60,459.56	21,000.00	0.00	11,040.44	15.44%
6300 Supplies and Materials	38,400.00	38,400.00	25,052.17	1,102.73	331.10	13,016.73	33.90%
6400 Other Operating	15,440.00	15,440.00	5,356.40	619.70	0.00	10,083.60	65.31%
Total Library	322,547.00	322,547.00	296,865.19	47,224.80	331.10	25,350.71	7.86%
21 Instructional Leadership							
6100 Payroll Costs	56,999.00	56,999.00	43,913.96	5,301.06		13,085.04	22.96%
Total Inst Leadership	56,999.00	56,999.00	43,913.96	5,301.06	0.00	13,085.04	22.96%
23 School Leadership							
6100 Payroll Costs	1,711,332.00	1,698,681.17	1,309,799.56	151,901.40	0.00	388,881.61	22.89%
6200 Professional Services	1,813.00	1,813.00	825.00	500.00	0.00	988.00	54.50%
6300 Supplies and Materials	7,625.00	7,625.00	3,666.72	344.78	5.49	3,952.79	51.84%
6400 Other Operating	14,199.00	14,199.00	5,448.67	0.00	0.00	8,750.33	61.63%
6600 Capital Outlay	3,900.00	3,900.00	707.55	0.00	0.00	3,192.45	81.86%
Total School Leadershi	1,738,869.00	1,726,218.17	1,320,447.50	152,746.18	5.49	405,765.18	23.51%

Budgeted/Expended Comparison Summary

MARCH, 2018

Page 2 of 6
%

	Original Budget	Amended Budget	Total Expended YTD	Current Month Expenditure	Encumbered	Balance	Available to Use
Funds 181-191-199 General Operating							
31 Guidance & Counseling							
6100 Payroll Costs	621,008.00	619,435.19	470,072.83	57,257.87	0.00	149,362.36	24.11%
6200 Professional Services	6,700.00	6,700.00	5,250.00	0.00	0.00	1,450.00	21.64%
6300 Supplies and Materials	13,828.00	13,526.00	2,274.85	0.00	117.98	11,133.17	82.31%
6400 Other Operating	4,473.00	4,473.00	1,975.00	0.00	0.00	2,498.00	55.85%
6600 Capital Outlay	750.00	750.00	25.10	0.00	0.00	724.90	96.65%
Total Counseling	646,759.00	644,884.19	479,597.78	57,257.87	117.98	165,168.43	25.61%
33 Health Services							
6100 Payroll Costs	232,251.00	232,273.80	202,704.86	23,609.23	0.00	29,568.94	12.73%
6200 Professional Services	950.00	950.00	0.00	0.00	0.00	950.00	100.00%
6300 Supplies and Materials	11,000.00	11,000.00	10,490.24	84.95	0.00	509.76	4.63%
6400 Other Operating	2,800.00	2,800.00	947.50	0.00	0.00	1,852.50	66.16%
6600 Capital Outlay	1,700.00	1,700.00	1,148.02	957.73	0.00	551.98	32.47%
Total Health Services	248,701.00	248,723.80	215,290.62	24,651.91	0.00	33,433.18	13.44%
34 Pupil Transportation							
6100 Payroll Costs	1,026,733.00	1,048,489.22	793,358.02	91,230.81	0.00	255,131.20	24.33%
6200 Professional Services	28,700.00	28,700.00	9,227.40	120.50	0.00	19,472.60	67.85%
6300 Supplies and Materials	194,875.00	194,875.00	106,680.50	20,647.30	67.59	88,126.91	45.22%
6400 Other Operating	24,600.00	24,600.00	20,908.00	1,440.00	780.00	2,912.00	11.84%
6600 Capital Outlay	132,000.00	132,000.00	132,556.45	0.00	0.00	-556.45	-0.42%
Total Pupil Transport	1,406,908.00	1,428,664.22	1,062,730.37	113,438.61	847.59	365,086.26	25.55%
36 Extra Curricular							
6100 Payroll Costs	719,207.00	719,207.00	545,925.61	74,403.82	0.00	173,281.39	24.09%
6200 Professional Services	127,060.00	134,766.00	103,807.89	5,120.24	75.00	30,883.11	22.92%
6300 Supplies and Materials	123,950.00	123,950.00	84,889.90	9,968.77	14,961.86	24,098.24	19.44%
6400 Other Operating	164,060.00	164,060.00	114,257.31	3,084.50	645.77	49,156.92	29.96%
6600 Capital Outlay	5,000.00	5,000.00	1,968.79	0.00	0.00	3,031.21	60.62%
Total Extra Curricular	1,139,277.00	1,146,983.00	850,849.50	92,577.33	15,682.63	280,450.87	24.45%

Budgeted/Expended Comparison Summary

MARCH, 2018

Page 3 of 6
%

	Original Budget	Amended Budget	Total Expended YTD	Current Month Expenditure	Encumbered	Balance	Available to Use
Funds 181-191-199 General Operating							
41 General Administration							
6100 Payroll Costs	918,046.00	918,046.00	695,595.37	79,077.62	0.00	222,450.63	24.23%
6200 Professional Services	104,000.00	104,000.00	88,449.75	682.33	0.00	15,550.25	14.95%
6300 Supplies and Materials	16,200.00	16,200.00	10,502.53	918.07	0.00	5,697.47	35.17%
6400 Other Operating	96,800.00	96,800.00	62,728.02	2,692.62	0.00	34,071.98	35.20%
6600 Capital Outlay	1,700.00	1,700.00	7,547.86		0.00	-5,847.86	-343.99%
Total General Admin	1,136,746.00	1,136,746.00	864,823.53	83,370.64	0.00	271,922.47	23.92%
51 Plant Maintenance							
6100 Payroll Costs	1,407,918.00	1,437,040.27	1,156,174.96	127,065.72	0.00	280,865.31	19.54%
6200 Professional Services	1,179,200.00	1,179,200.00	774,053.24	69,577.64	0.00	405,146.76	34.36%
6300 Supplies and Materials	300,000.00	300,000.00	222,018.43	12,644.00	119.96	77,861.61	25.95%
6400 Other Operating	94,000.00	121,503.00	132,639.00	0.00	0.00	-11,136.00	-9.17%
6600 Maintenance Vehicle	51,400.00	47,568.00	21,895.00	0.00	0.00	25,673.00	53.97%
Total Plant Maintenan	3,032,518.00	3,085,311.27	2,306,780.63	209,287.36	119.96	778,410.68	25.23%
52 Security and Monitoring							
6100 Payroll Costs	110,002.00	110,002.00	83,718.59	10,430.03	0.00	26,283.41	23.89%
6200 Professional Services	41,600.00	41,600.00	31,279.08	900.00	0.00	10,320.92	24.81%
6300 Supplies and Materials	8,500.00	8,500.00	3,233.00	25.50	0.00	5,267.00	61.96%
6400 Other Operating	9,250.00	9,250.00	883.70	0.00	0.00	8,366.30	90.45%
6600 Capital Outlay	70,350.00	42,847.00	35,826.74	0.00	0.00	7,020.26	16.38%
Total Security	239,702.00	212,199.00	154,941.11	11,355.53	0.00	57,257.89	26.98%
53 Data Processing							
6100 Payroll Costs	329,155.00	329,155.00	243,915.44	28,756.78	0.00	85,239.56	25.90%
6200 Professional Services	100,447.00	100,447.00	88,731.92	2,291.13	0.00	11,715.08	11.66%
6300 Supplies and Materials	126,820.00	126,820.00	124,737.51	3,040.17	634.97	1,447.52	1.14%
6400 Other Operating	11,500.00	11,500.00	6,376.80	-79.99	0.00	5,123.20	44.55%
6600 Capital Outlay						0.00	#DIV/0!
Total Data Processing	567,922.00	567,922.00	463,761.67	34,008.09	634.97	103,525.36	18.23%
71 Debt Service							
6500 Debt Service	203,864.00	203,864.00	152,896.59	0.00	0.00	50,967.41	25.00%
Total Debt Service	203,864.00	203,864.00	152,896.59	0.00	0.00	50,967.41	25.00%

Budgeted/Expended Comparison Summary

MARCH, 2018

Page 4 of 6
%

	Original Budget	Amended Budget	Total Expended YTD	Current Month Expenditure	Encumbered	Balance	Available to Use
Funds 181-191-199 General Operating							
81 Facilities and Acquisition							
6600 Capital Outlay						0.00	#DIV/0!
Total Facilities	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!
93 Payment to Fiscal Agent							
6400 Other Operating	495,694.00	495,694.00	357,740.50	119,863.50		137,953.50	27.83%
Total Fiscal Agent	495,694.00	495,694.00	357,740.50	119,863.50	0.00	137,953.50	27.83%
95 Payment to JJAEP							
6400 Other Operating	16,000.00	16,000.00	0.00		0.00	16,000.00	100.00%
Total Fiscal Agent	16,000.00	16,000.00	0.00		0.00	16,000.00	100.00%
99 Other Govt Charges							
6200 Contracted Services	90,000.00	120,322.00	88,541.03	573.62	0.00	31,780.97	26.41%
Total Oter Govt Chgs	90,000.00	120,322.00	88,541.03	573.62	0.00	31,780.97	26.41%

Budgeted/Expended Comparison Summary

MARCH, 2018

Page 5 of 6
%

	Original Budget	Amended Budget	Total Expended YTD	Current Month Expenditure	Encumbered	Balance	Available to Use
Fund 240 Food Service							
35 Food Service							
6100 Payroll Costs	517,172.00	525,758.89	453,894.44	50,084.12		71,864.45	13.67%
6200 Professional Services	71,296.00	71,296.00	65,632.17	7,520.39		5,663.83	7.94%
6300 Supplies and Materials	530,396.00	530,396.00	238,226.69	34,935.81		292,169.31	55.09%
6400 Other Operating	14,000.00	14,000.00	5,711.01	0.00		8,288.99	59.21%
6600 Capital Outlay	10,000.00	10,000.00				10,000.00	100.00%
Total Food Service	1,142,864.00	1,151,450.89	763,464.31	92,540.32	0.00	387,986.58	33.70%

Budgeted/Expended Comparison Summary

MARCH, 2018

	Original Budget	Amended Budget	Total Expended YTD	Current Month Expenditure	Encumbered	Balance	Available to Use
Fund 599 Debt Service							
71 Debt Service							
6500 Debt Service							
Payments to Bond Ag.	4,994,520.00	4,994,520.00	4,993,143.77			1,376.23	0.03%
Total Debt Service	4,994,520.00	4,994,520.00	4,993,143.77	0.00	0.00	1,376.23	0.03%

CELINA INDEPENDENT SCHOOL DISTRICT
 FOOD SERVICE FUND 240
 MONTHLY FINANCIAL REPORT
 AS OF
 MARCH 31, 2018

	BUDGET	RECEIVED TO DATE	REMAINING	PERCENT REMAINING
REVENUES:				
5751 REVENUE FROM MEALS SERVED	\$ 704,188.00	\$ 396,325.80	\$ 307,862.20	43.72%
5800 STATE REVENUE	\$ 25,753.00	\$ 20,673.86	\$ 5,079.14	19.72%
5900 NATL CHILD NUTRITION	\$ 412,923.00	\$ 242,616.19	\$ 170,306.81	41.24%
TOTAL REVENUES	\$ 1,142,864.00	\$ 659,615.85	\$ 483,248.15	42.28%

	BUDGET	EXPENDED TO DATE	REMAINING	PERCENT REMAINING
EXPENDITURES:				
35 FOOD SERVICES	\$ 1,151,450.89	\$ 763,464.31	\$ 387,986.58	33.70%

**CELIINA INDEPENDENT SCHOOL DISTRICT
2017-2018 BUDGET AMENDMENTS**

BA #	ACCOUNT CODE						DESCRIPTION	AMOUNT	AMOUNT
180532	199	11	6119	96	001	811000	PROFESSIONAL SALARIES	19,358.47	
	199	11	6119	96	041	811000	PROFESSIONAL SALARIES	4,359.99	
	199	11	6119	96	101	811000	PROFESSIONAL SALARIES		21,785.63
	199	11	6119	96	103	811000	PROFESSIONAL SALARIES	43,825.59	
	199	11	6119	96	104	811000	PROFESSIONAL SALARIES		5,499.53
	199	11	6141	96	001	811000	MEDICARE		391.52
	199	11	6141	96	041	811000	MEDICARE		517.20
	199	11	6141	96	101	811000	MEDICARE		285.63
	199	12	6129	96	041	811000	SUPPORT SALARIES	3,100.00	
	199	12	6129	96	101	811000	SUPPORT SALARIES	1,550.00	
	199	12	6129	96	104	811000	SUPPORT SALARIES	1,550.00	
	199	23	6119	96	001	811000	PROFESSIONAL SALARIES	2,005.11	
	199	23	6119	96	041	811000	PROFESSIONAL SALARIES		582.41
	199	23	6119	96	101	811000	PROFESSIONAL SALARIES	4,136.00	
	199	23	6119	96	103	811000	PROFESSIONAL SALARIES	5,596.31	
	199	23	6119	96	104	811000	PROFESSIONAL SALARIES	1,556.23	
	199	23	6141	96	041	811000	MEDICARE		32.41
	199	23	6141	96	101	811000	MEDICARE		14.00
	199	23	6141	96	104	811000	MEDICARE		14.00
	199	31	6119	96	001	811000	PROFESSIONAL SALARIES	1,572.81	
	199	33	6119	96	001	811000	PROFESSIONAL SALARIES		22.80
	199	34	6129	96	999	899000	SUPPORT SALARIES		21,603.11
	199	34	6141	96	999	899000	MEDICARE		153.11
	199	51	6129	96	999	899000	SUPPORT SALARIES		28,728.92
	199	51	6141	96	999	899000	MEDICARE		393.35
	199	00	3700	00	000	800000	BUDGET BALANCER		8,586.89
	240	35	6129	96	999	899000	SUPPORT SALARIES		8,586.89
	240	00	3700	00	999	899000	BUDGET BALANCER	8,586.89	
TO RECLASSIFY PAYROLL INCENTIVIE BUDGET									
180533	199	11	6118	00	001	831001	C-TOWN TUTORING	12,460.00	
	199	11	6219	00	001	831000	C-TOWN TUTORING		12,460.00
TO RECLASS C-TOWN TUTORING									
							TOTAL	109,657.40	109,657.40

SPRING 2018 SUPERINTENDENT AWARD WINNERS

PRIMARY:	PRE-K
	Sofia Arroyo
	Jacob Ayala
O'DELL	1ST GRADE
	Ava Cotten
	Caden Ingram
	3RD GRADE
	Natalie Stuck
	Lucas Engle
	5TH GRADE
	Naomi Daugherty
Daxon Boudreaux	
CES	1ST GRADE
	Alejandra Ortiz
	Kyson Maple
	3RD GRADE
	Olivia Hancock
	Carter Place
	5TH GRADE
	Jake Gerhart
Samantha Quiroz	
JUNIOR HIGH	7TH GRADE
	Osbaldo Zapuche
	Sierra Shepherd
HIGH SCHOOL	9TH GRADE
	Paige Ehrhart
	Wyatt Smith
	10TH GRADE
	Avery Montgomery
Bryson Brown	

ESS and Celina ISD

ESS is a national K-12 Human Resources company that will provide more high-quality substitute staff and more comprehensive support to Celina ISD at a significantly lower cost than your current provider.

ESS will place a manager onsite in Celina ISD 2-3 days per week to work alongside of the HR department and handle all the arduous and never-ending work related to substitute staffing. This manager will be supported by regional and national teams to handle all substitute program responsibilities as outlined here:

ESS Substitute Program responsibilities:



Teachers and substitutes will continue to use the Aesop software platform to manage absences so there will be no disruption to current district and campus processes.

All qualified current substitutes will be encouraged to continue to serve the district and will be paid the same daily rates they receive now. Additionally, all substitutes in the system will be offered insurance, 401k, weekly pay and other benefits. ESS will then recruit 24-7 to increase the substitute pool.

The ESS team will provide best-in-class training to all substitutes in the district and then provide quality aftercare and continuous training to ensure that classrooms are covered by professional well-trained substitutes. Celina ISD will still have local control of substitutes in the classroom and the ESS team will be accountable to administration and the schools daily.

About ESS

ESS has grown into the premier full-service provider of comprehensive educational management programs and currently partners with over 600 PreK-12 school districts across the United States. For over 18 years ESS has been managing aspects of school districts' educational programs, relieving districts of many administrative burdens, improving day-to-day operations, and placing high quality substitute personnel at higher fill rates, an effort accomplished while providing significant cost avoidance and value-added benefits to each partner district. www.ess.com

ESS Southeast, LLC d/b/a ESS

SUBSTITUTE STAFF PLACEMENT AGREEMENT

This is an Agreement, entered into as of April 2, 2018, by and between **ESS Southeast, LLC d/b/a ESS** (the “Company”) located at 800 North Kings Highway, Suite 405, Cherry Hill, New Jersey 08034 and the **Celina ISD** located at 205 S Colorado St Celina, TX 75009 (hereinafter referred to as “LEA” for Local Education Agency).

Background

The Company is in the business of providing substitute teachers for LEAs, as well as other related staffing services. The LEA desires to engage the services of the Company on the terms and conditions set forth in this Agreement.

NOW THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree as follows:

1. Provision of Substitute Staff. The Company shall be the exclusive provider of substitute teachers and other staff listed in Exhibit “A” (**hereinafter “Substitute Staff”**) to fill positions at the request of the LEA on an as-needed basis, using such request mechanism(s), policies and procedures as may be established by the Company from time to time. The Company makes no guarantee that it will be able to fill all requests made by the LEA.

1.1 The LEA agrees that the Company shall be the exclusive contract provider of Substitute Staff to the LEA. All or any placement of Substitute Staff shall be made pursuant to this Agreement and the processes and procedures established by the Company, be paid by the Company, and be invoiced back to the LEA by Company.

1.2 The LEA will provide a list of staff which the LEA has employed prior to the Agreement which the LEA desires to remain in the pool of Substitute Staff assigned by the Company to the LEA. The LEA shall provide a written list of such personnel and may update said list, by written addition or deletion of all changes, as appropriate. If the LEA was serviced by another vendor prior to this Agreement, the LEA will also make a good faith effort to produce a list of staff who provided services through this vendor. Subject to the interview, training, background checks and certification requirements included elsewhere in the Agreement, and normal employee responsibilities attendant to employment, the Company will accept such persons for assignment to the LEA. However, as part of the transition process, the LEA certifies that the aforementioned former Substitute Staff of the LEA meet the state requirements to serve as Substitute Staff (ex. Criminal history, TB Test) for the first 90 days after Company begins services, unless Company is otherwise notified by LEA. The LEA acknowledges that the Substitute Staff will be ineligible to accept substitute assignments after said 90 day period if they are determined to be non-compliant with the laws governing educational employees in the State, which shall be Company’s responsibility to determine pursuant to the terms of the Agreement. LEA further agrees to forward to Company any report of criminal activity regarding these Substitute Staff from local, state or federal law enforcement or other governmental authorities.

2. Treatment of Substitute Staff as Employees of the Company All Substitute Staff provided by the Company will be treated by the LEA as employees of the Company, and not as employees of the LEA, for all purposes, including but not limited to Federal and State income tax purposes. While engaged in carrying out and complying with the terms and conditions of this Agreement, Company and/or any Substitute Staff is an independent contractor, and neither Company, nor Substitute Staff, its employees or its agents shall be considered to be an officer, agent, or employee of LEA. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the LEA and the Company. The Company, as an independent contractor, assumes exclusively the responsibility for the acts of his/her employees, as they relate to the services provided during the course and scope of their employment. The Company, its agents and employees, shall not be entitled to any rights or privileges of LEA employees and shall not be considered in any manner to be LEA employees. Without limiting the preceding sentences:

2.1 The Company shall maintain all necessary personnel and payroll records for the Substitute Staff;

2.2 The LEA shall not be responsible for the payment of the wages and fringe benefits (if any) of the Substitute Staff; The Company shall withhold applicable taxes from the wages of the Substitute Staff, and shall be responsible for any payroll tax liabilities of an “employer” with respect to the Substitute Staff;

2.3 The Company shall provide applicable workers’ compensation insurance coverage for the Substitute Staff in such amounts as may be required by law; and

2.4 Substitute Staff shall not be eligible for tenure with the LEA or be entitled to participate in any of the LEA’s employee benefit plans, including pension, 403(b), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether or not reduced to writing.

2.5. In order to provide certain Substitute Staff who are obtaining the required initial or renewal State certifications, depending upon state requirements, the LEA recognizes that it may be required to execute certificate/permit/license applications and other related documents, such as a criminal history request as a representative of or on behalf of the Company. If necessary, the LEA designates the Company as its designee to submit a Substitute Staff’s credentials to the county or state department of education office to obtain the Substitute Staff certifications. The LEA recognizes that it may be required to execute certain documents to allow the Company to perform its function as its designee. In such instances, the LEA is not responsible for any of the obligations of the Company as the employer included in this Paragraph 2.

2.6 The Company has no authority to enter into contracts or agreement on behalf of the LEA or in any way to act for or on behalf of the LEA.

3. The Company’s Obligations

3.1 The Company will act in good faith to provide Substitute Staff who, if needed or applicable, (a) hold a current license and certification for the positions requested by the LEA,

(b) have had a completed criminal history and child abuse background check as required by law and/or the applicable Department of Education, (c) have appropriate health screenings, inoculations and tuberculosis testing as required by the state and (d) who shall render services in accordance with applicable laws and procedures of the state and this Agreement.

3.2 In selecting Substitute Staff, the Company shall apply such screening and evaluation criteria as it may determine in its sole discretion and as may be required by the applicable law of the jurisdiction in which the services of Substitute Staff will be performed. The Company will conduct any additional screening that may be mutually agreed by the Company and the LEA, with an appropriate increase in the Company's fees.

3.3 The Company seeks to provide Substitute Staff that are trained for the requested positions. The Company will provide Substitute Staff training as required by the State, including as applicable, classroom management, general rules and procedures applicable to the position, and other pertinent matters prior to any assignment of said Substitute Staff. For existing LEA staff, the Company shall provide training as requested by the LEA for a fee equal to the Company's actual cost.

3.4 The Company expects that the Substitute Staff assigned to the LEA will perform their services satisfactorily. If the LEA notifies the Company via the company electronic portal that a Substitute Staff has not performed satisfactorily within the reasonable discretion of the LEA, along with the clear reasons therefor, the Company will honor the LEA's request not to assign specific Substitute Staff. This section will in no way affect the right of Company, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees. The LEA understands that declining the services of a specific Substitute Staff may result in the Company's inability to secure an acceptable alternate if timely notice of the request is not provided.

3.5 Company and its Substitute Staff shall comply with all applicable federal and state laws, rules, and regulations and all reasonable LEA policies, procedures, and regulations as they exist or as they may be amended. If any provision of this Agreement is contrary to any federal or state law, rule, or regulations and/or reasonable LEA policy, procedure, or regulation as it exists or may be amended, then the federal and/or state law, rule or regulation and/or LEA policy, procedure, or regulation shall control.

4. The LEA's Obligations. In connection with Substitute Staff provided by the Company pursuant to this Agreement, the LEA shall:

4.1 Provide information to the Substitute Staff as needed to allow the Substitute Staff to fully understand the duties and responsibilities of the placement and promptly report to Company any suspicious, unusual, inappropriate behavior or unsatisfactory performance;

4.2 Provide a safe and suitable workplace that complies with all applicable governmental safety and health standards, statutes, and regulations;

4.3 Provide Substitute Staff with (i) adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace (including known violent students), (ii) emergency procedures, and (iii) school rules and protocols,

policies and procedures regarding student disciplinary actions, and confidentiality of student records. Further, the LEA will provide all Substitute Staff with any training appropriate to the needs, duties, responsibilities or knowledge unique to the LEA or otherwise different than would generally be appropriate in other LEAs.

4.4 Not assign Substitute Staff to assignments which (i) have sole custody of a single student for an extended period without LEA oversight, (ii) have sole responsibility for more than one classroom of students at a time, (iii) administer or maintain custody of any student medications, (iv) have custody of cash, negotiable valuables, merchandise, credit cards, check writing materials, keys or similar property, except for student lunch money that may be collected in the normal course of business, (v) use any vehicle on behalf of the LEA; (vi) work more than eight (8) hours in a day or more than forty (40) hour per week without notice to Company;

4.5 Assign Substitute Staff only to tasks for which they have been requested, unless written consent has been given by the Company. Heavy labor, lifting, or physical activity is prohibited unless required and accepted in the job description.

4.6 Not assign Substitute Staff to travel or perform duties off the normal school premises of the LEA except for class trips which are supervised by a LEA teacher;

4.7 If Substitute Staff is assigned duties in connection with the LEA's computer systems, maintain appropriate pass word security and backup copies of all data;

4.8 Maintain appropriate written internal control policies and procedures to ensure the confidentiality of all student records and appropriately limit the access of Substitute Staff to such records;

4.9 Not promise any Substitute Staff an increased rate of compensation;

4.10 Comply with any reasonable restrictions imposed by the Company on the responsibilities to be assigned to any Substitute Staff;

4.11 Approve and sign paper or electronic forms supplied by the Company documenting the amount of time worked by Substitute Staff or, if representatives of the LEA are not available to approve and sign such forms, authorize such forms to be executed by representatives of the Company on behalf of the LEA;

4.12 Be responsible for keeping the Company promptly informed by email (if available) of all Substitute Staff on-site changes and any changes in the LEA or building supervisory contact information;

4.13 To the extent possible, LEA should encourage their staff to notify the Company as soon as possible of the staff's absence, but no later than 6 a.m. daily or 3 hours prior to the start of the class, whichever is earlier, through the protocols established by the Company for such notice; provided, however, the Company and the LEA recognize that the need for a substitute may occur after the above times and that in such cases the Company will use best efforts to find a substitute for such LEA requests. Calculation of fill rate will be based only on full day substitute staff who enter absences on or before midnight (12:00 am) prior to the day of absence.

4.14 Comply with all Company policies and procedures to accurately invoice the LEA, process the daily record keeping and other tasks necessary for the Company to administer and track Substitute Staff, including but not limited to, sign in and out procedures and related records;

4.15 The LEA shall be solely responsible to control staff absences and any budgetary impact resulting therefrom;

4.16 LEA represents that its actions under this Agreement do not violate its obligations under any agreement that LEA has with any labor union;

4.17 LEA shall cooperate with Company with respect to Company's recruiting efforts and activities, including but not limited to, (i) promptly sharing applications for LEA positions with Company; (ii) adding a link on the front page and employment page of the LEA's website to Company's website, and (iii) reasonably assisting Company with advertising positions on LEA social media accounts;

4.18 If allowable by state procurement law, other LEAs may utilize this Agreement if mutually agreeable to Company.

4.19 LEA shall cooperate and coordinate with Company with respect to Company's development and installation of Company's information technology (IT) systems for the LEA. The LEA understands that failure to cooperate in this regard may lead to a delay in services. Additionally, if the LEA's lack of cooperation or coordination leads to additional services or work hours beyond that which is typically necessary to build and install Company's IT systems, the LEA shall pay a rate of \$150 for each hour of additional services per Company employee.

4.20 In the event of a complaint concerning Substitute Staff, LEA shall provide Company with a written incident report. Company and LEA agree to cooperate, exchange information, and reasonably permit each other's involvement in any investigatory activities or proceedings to the extent allowable by law.

5. Indemnification and Limitations of Liability.

5.1 Indemnification of the LEA by the Company. THE COMPANY SHALL INDEMNIFY AND HOLD THE LEA'S BOARD, AND ITS AGENTS, EMPLOYEES AND BOARD MEMBERS HARMLESS FROM AND AGAINST ALL CLAIMS OR LOSSES INCURRED, INCLUDING REASONABLE ATTORNEY'S FEES, THAT ARE PROXIMATELY CAUSED BY THE ACTS OR OMISSIONS OF THE COMPANY, SUBSTITUTE STAFF, OR OTHER EMPLOYEES OR AUTHORIZED AGENTS OF THE COMPANY, OR BY THE COMPANY'S BREACH OF THIS AGREEMENT, EXCEPT THAT SUCH INDEMNIFICATION SHALL NOT APPLY TO ANY CLAIMS OR LOSSES FOR WHICH THE COMPANY IS ENTITLED TO INDEMNIFICATION BY THE LEA. IN ADDITION, THE COMPANY'S INDEMNIFICATION FOR ANY AND ALL CLAIMS HERE UNDER THIS AGREEMENT SHALL BE EXPRESSLY LIMITED TO THE EXTENT OF INSURANCE COVERAGE THAT IS PAID TO THE COMPANY FOR SUCH CLAIMS, IF ANY, UNDER THE COMPANY'S INSURANCE POLICIES REQUIRED UNDER THIS AGREEMENT.

5.2 Indemnification of the Company by the LEA. To the extent permitted by the Constitution and laws of the State of Texas, the LEA shall indemnify and hold the Company

harmless from and against all claims or losses incurred by the Company, (i) that are proximately caused by the acts or omissions of the LEA or its employees or authorized agents, or by the LEA's breach of this Agreement; or (ii) arise from any injury to Substitute Staff or other persons on the premises of the LEA or while performing services on behalf of the LEA and not caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company.

5.3 Notification; Right to Defend. A party incurring any claim or loss for which indemnification may be provided pursuant to this section 5 shall promptly notify the other party in writing. The recipient of such notice may, at its own cost and expense, thereupon assume the defense of any third party claim using counsel reasonably satisfactory to the notifying party.

5.4 Limitation of Damages. Under no circumstances shall the Company be liable for special, indirect, consequential, punitive, expectancy, lost profit or goodwill damages, or for damages caused by the unsatisfactory performance of Substitute Staff that does not result in a finally adjudicated claim of damages against the LEA brought by a third party.

5.5 Complete Agreement. The parties agree that this section 5 sets forth their complete agreement with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other.

6. Fees and Payment.

6.1 The Company's Pricing Plan, attached hereto as Exhibit A and made a part of this Agreement, is accepted by the LEA. The Company shall submit to the LEA a standard weekly invoice showing in reasonable detail the services provided. For hourly positions, LEA shall pay for all time actually worked by Staff, not scheduled time.

6.3 Changes to Pricing Plan. In the event that the LEA requests to increase the established pay rate for Substitute Staff from that specifically listed on Exhibit A, or if the LEA requests to establish a new Substitute Staff classification or new pay rate to be paid to some or all of the Substitute Staff not identified on Exhibit A (e.g., for improved recruitment, retention or for other reasons), the billing rate to the LEA shall be determined by using the markup used on Exhibit A. The LEA shall provide the Company fourteen (14) days prior written notice of its request to change an existing pay rate or establish a new Substitute Staff classification and pay rate.

6.4 The Company may change the Pricing Plan contained on Exhibit A in the event that government (local, state or federal) mandated labor costs, including but not limited to, employee healthcare or family leave benefits, minimum wage, payroll taxes, or workers compensation rates, which are required by law, regulation or mandate are enacted, implemented, become effective or are increased after the date of this Agreement. The Pricing Plan shall be adjusted as of the effective date of the law, regulation or mandate to reflect the actual cost increase to the Company reasonably calculated on a direct or pro rata basis. For multi-year Agreements or whenever this Agreement is extended, the Pricing Plan will be modified to reflect a cost of living adjustment equal to the greater of 3% or the applicable consumer price index rate

for the LEA for the twelve months preceding the most recent quarterly rate.

6.5 Affordable Care Act. The Patient Protection and Affordable Care Act (“ACA”) became effective January 1, 2014. The ACA has a look back period that determines Substitute Staff eligibility for healthcare insurance coverage that shall begin on the beginning of this Agreement.

The Company normally hires Substitute Staff as part time employees who will work on average less than 30 hours per week such that they are not eligible for healthcare benefits under the ACA. However, should the LEA in its discretion employ Substitute Staff to work directly for LEA in addition to the hours worked for Company (example: after school program director or coach), and the combined work hours of the Substitute Staff cause the Substitute Staff to be deemed eligible to receive healthcare benefits under the ACA, the LEA agrees to reimburse the Company’s cost of providing the minimum plan healthcare insurance coverage under the ACA.

6.6 Use or Employment of Substitute Staff by the LEA Directly. Company maintains the right to manage the schedule of its employees. Accordingly, if the LEA engages the services of any Substitute Staff other than through the Company on a per-diem, hourly or other basis, whether for services covered in this Agreement or otherwise, the LEA shall promptly notify the Company in writing and provide all information as the Company may reasonably request. Furthermore, if LEA hires Substitute Staff for services which are provided by Company in accordance with this Agreement, for the lesser of the period for which such Company employee is engaged or the term of this Agreement, the LEA shall calculate and pay to the Company any amounts due by using the daily or hourly markup used on Exhibit A. Failure of the LEA to promptly notify the Company that it has employed Substitute Staff may result in the Company continuing to pay wages to the Substitute Staff for assignments which are not worked. In such event, the LEA shall be liable to Company for all costs, including wages paid to the Substitute Staff, lost markup, and reasonable collection costs.

If a Substitute Teacher is hired as a full-time employee of the LEA during the term of this Agreement and the Substitute Teacher has worked less than 60 days on behalf of the Company for the LEA, LEA shall pay to Company the sum of \$2,500.00 or ten percent (10%) of the LEA yearly salary, whichever is less, within thirty (30) days of employment. This payment is to reimburse Company for recruitment expenses and lost revenue. This fee shall not be due if the Substitute Teacher has worked 60 or more days for the LEA on behalf of the Company or was a “district original”, i.e. previously working for the LEA at the start of this Agreement.

6.7 Non-Solicitation of Company Corporate Staff. LEA agrees that during the term of this Agreement and for a period of 12 months after the termination of the Agreement, without obtaining the prior written consent of the Company, neither the LEA nor any of its affiliates shall directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence or encourage to terminate employment with the Company or employ or engage as an independent contractor any corporate employee of the Company (i.e. employee working for Company in a role other than as “Substitute Staff”) with whom the LEA had contact or who became known to the LEA in connection with this Agreement. For the purposes of this section, “Company” also includes Source 4 Solutions LLC and Mission One Educational Staffing Services, LLC.

6.8 Payment. The LEA shall pay the Company in United States currency by check (regularly payable in the normal course of banking transactions) or electronic transfer. Payment shall be made: 1) within ten (10) days following the LEA's receipt of Company's invoice ("Due Date"), or; 2) if LEA board approval is legally required for payment by state law, within three (3) days following the LEA's monthly board of education meeting ("Due Date") for all invoices submitted at least one week prior to the board of education meeting (or such other timeline as agreed to on Exhibit A). Provided however, Texas Government Code Chapter 2251 states that payment is due for goods or services thirty (30) days from the date goods/services are completed, or an invoice is received by LEA, whichever is later. A payment is considered overdue beginning on the 31st day. Any dispute of billing must be communicated to Company within 10 days of receipt of invoice. Any adjustments less than 10% of the invoice will not delay payment and will be applied to the following week's invoice. In the event that the LEA fails to pay any fee to the Company when due (i) the LEA shall be liable for a late charge equal to 1½% per month, , or the maximum amount permitted by law, whichever is less, on the outstanding amounts, commencing on the Due Date; applies without any prior notice requirement.

6.9 Sales and Use Tax. The LEA represents that it is currently exempt from any sales and use taxes or similar governmental charges or value added tax imposed with respect to the services provided by the Company. If any such taxes or charges are otherwise due or are imposed or become due, they will be the responsibility of the LEA.

7. Term. The term of this Agreement shall begin on July 1, 2018 and shall remain in effect through June 30, 2019. Thereafter, the Agreement shall automatically renew on a yearly basis after the term unless either party provides written notice of termination at least sixty (60) days prior to the end of the fiscal school year. Notwithstanding the preceding sentence, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach is not cured within 30 days following written notice or (ii) in the case of a breach that by the terms of the breach cannot be cured within 30 days, the breaching party has not instituted measures to cure such breach within 10 days and fully cured such breach within 90 days. Further, the Company has the right to terminate this Agreement should any student or LEA employee physically or verbally assault or injure a Company's employee, and the LEA does not respond to the incident to the Company's satisfaction. In the event either party terminates this Agreement, the LEA shall pay all amounts due under the terms of this Agreement to the Company for services provided through the date of termination.

8. Insurance Coverage. Each party shall, at its own cost and expense, maintain insurance coverage reasonably appropriate for the activities it conducts and the risks it assumes. The insurance coverage maintained by the Company shall include:

8.1 Workers' compensation coverage of such types and in such amounts as may be required by the laws of the jurisdiction in which the services of Substitute Staff are performed;

8.2 Commercial general liability coverage, including personal injury, blanket contractual liability, and broad form property damage, with a \$2,000,000 combined single limit per occurrence;

8.3 Umbrella coverage with a \$1,000,000 combined single limit per occurrence.

9. Confidentiality & Non-Disparagement. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems (“Confidential Information”). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

At no time during or after the term of this Agreement and for a period of two (2) years thereafter shall either party directly or indirectly disparage the commercial business, professional or financial, as the case may be, reputation of the other party or any of their employees, management, owners or officers.

Company acknowledges that this Agreement allows the Substitute Staff access to Confidential Student Information, and that access to and disclosure of Confidential Student Information is restricted by LEA policy and federal law, namely the Family Educational Rights and Privacy Act (“FERPA”).

“Confidential Student Information” is defined as information that is personally identifiable to a student who is or was enrolled at the LEA by any of the following means: the student’s name, the name of the student’s parent or other family members; the address of the student or student’s family; a personal identifier, such as an identification number, or biometric record; other indirect identifiers, including but not limited to the student’s date of birth, place of birth, and mother’s maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to Substitute Staff by LEA as well as any information provided by LEA’s students.

Company agrees to hold any Confidential Student Information in strict confidence. Company will not use or disclose Confidential Student Information received from or on behalf of LEA (or Substitute Staff) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by LEA. Company agrees not to use Confidential Student Information for any purpose other than the purpose for which the disclosure was made. Company agrees that only Company’s employees who have a legitimate business need in performing this Agreement will have access to the Confidential Student Information.

Upon termination, cancellation, expiration or other conclusion of the Agreement, Company will return all Confidential Student Information to LEA within thirty (30) days or, if return is not feasible, destroy any and all Confidential Student Information. If LEA reasonably determines in good faith that Company has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, LEA, in its sole discretion, will have the right to require Company to submit to a plan of monitoring and reporting; provide Company with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately. Before exercising any of these options, LEA will provide written notice to Company describing the violation and the

action it intends to take.

10. Absentee Management System; Data and Intellectual Property. To provide Substitute Staff, Company may utilize its own or the LEA's absentee management system (hereinafter "System") as it is agreed between the parties. Under either method, the Company owns all employee and absence management information data related to Substitute Staff. If the Company utilizes the LEA's System, the LEA shall allow and authorize the Company full access to the System (sometimes referred to as "Super User" status) throughout the term of the Agreement and for thirty days after termination. In the event this Agreement is terminated, Company shall have thirty (30) days to remove Company data from the System. All Company data intellectual property, including processes, procedures and knowhow, trademarks and copyrights, is and shall remain the sole property of the Company.

11. Miscellaneous

11.1 Amendments; Waivers. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

11.2 Notices. Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (ii) deposited with a commercial overnight delivery service with delivery fees paid, or (iii) transmitted by facsimile or electronic mail with transmission acknowledgment, to the principal business address of the recipient or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section. A copy of any notice to the Company shall be sent to the attention of the Company's president at the regular business address of the Company.

11.3 Governing Law. This Agreement shall be governed by the internal laws of the LEA's state without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the federal or state courts located in LEA's County, and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by the law of the LEA's state. Venue, in the event of suit, will be in Collin County, Texas.

11.4 Language Construction. The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.

11.5 Payment of Fees. In the event of a dispute arising under this Agreement finally resolved through litigation or alternate dispute resolution, the prevailing party shall be entitled to

recover reasonable attorneys' fees and costs.

11.6 Force Majeure. Neither party shall be responsible for delays or failure to perform caused by acts of God (including fire, flood, storm, or other natural disturbances), war, civil war, riot, epidemic, acts of foreign enemies, terrorist activities, government sanction, strikes or other labor disputes (it being specifically understood that the existence of any picket line by a collective bargaining unit shall be considered as within this definition of force majeure), interruption or failure of electric, telephone or similar service or other causes beyond such party's control.

11.7 Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

11.8 Signature by Facsimile. An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

11.9 Assignment. No party to this Agreement shall assign its rights or duties hereunder, without the prior written consent of the other parties, except that the Company may assign its rights and duties in connection with a sale or other disposition of all or substantially all of its business and may assign custodial services to Custodial Services, LLC.

11.10 No Third Party Beneficiaries. Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

11.11 Binding Effect. This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

11.12 Titles and Captions. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

11.13 Pronouns and Plurals. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

11.14 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations. The LEA and Company agree that in the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

11.15 Boycott. Company does not boycott Israel and will not boycott Israel during the term of the contract. Texas Gov't Code 2270.002.

11.16 Immunity. The parties acknowledge that LEA is a political subdivision of the State of Texas. Nothing in this Agreement is intended to be a waiver of any immunity to which LEA

may be entitled.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

ESS Southeast, LLC d/b/a ESS

By _____
Charlie Spencer, Executive V.P.

Date _____

Celina ISD

By _____
Kelly Juergens, Board President

Date _____

EXHIBIT A

PRICING PAID BY THE LOCAL EDUCATION AGENCY TO COMPANY

Position	Pay Rate	ESS Bill Rate	Notes
Teacher - Full Day - Non Degreed	\$70.00	\$93.80	
Teacher - Full Day - Degreed	\$80.00	\$107.20	
Teacher - Full Day - Certified	\$90.00	\$120.60	
Teacher - Long term - Non Degreed	\$95.00	\$127.30	LT pay is effective after the 20th <i>consecutive</i> day for the same teacher and is backdated to Day #1.
Teacher - Long Term - Degreed	\$105.00	\$140.70	
Teacher - Long Term - Certified	\$115.00	\$154.10	
Teacher - Half Day - Non Degreed	\$35.00	\$46.90	
Teacher - Half Day - Degreed	\$40.00	\$53.60	
Teacher - Half Day - Certified	\$45.00	\$60.30	
Aides - Full Day - Non Degreed	\$70.00	\$93.80	
Aides - Full Day - Degreed	\$80.00	\$107.20	
Aides - Full Day - Certified	\$90.00	\$120.60	
Aides - Half Day - Non Degreed	\$35.00	\$46.90	
Aides - Half Day - Degreed	\$40.00	\$53.60	
Aides - Half Day - Certified	\$45.00	\$60.30	

Optional SAMS (AESOP) Fee: For positions not listed above, if district wants absences not requiring a substitute tracked, Source4Teachers may charge 75¢ per absence.