

# Notice of Regular Meeting

## The Board of Trustees Celina Independent School District

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A Regular Meeting of the Board of Trustees of Celina Independent School District will be held Monday, August 20, 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. Call Special Board Meeting for September 10, 2018
  - 1.B. Move September 17, 2018 Regular Board Meeting to September 10, 2018
  - 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 July 16, 2018 Regular Board Meeting
  - 4.B. Minutes of the August 1, 2018 Special Board Meeting
  - 4.C. Monthly Cash Distributions/Cash Balance/Investment Report/Budget Amendments
5. INFORMATION/CONFIRMATION AGENDA ITEMS:
  - 5.A. Preliminary Notification of 2017-18 School (FIRST) Rating  
**Presenter:** Rick DeMasters
  - 5.B. Present Accountability Ratings  
**Presenter:** Lori Sitzes
  - 5.C. Public Survey Presentation  
**Presenter:** John Mathews
6. ACTION/BRIEFING AGENDA ITEMS
  - 6.A. Approve Policy Update 111, affecting local policies (see attached list)  
**Presenter:** John Mathews
  - 6.B. Approve T-TESS Calendar and Appraisers  
**Presenter:** John Mathews
  - 6.C. Approve TXU Agreement  
**Presenter:** Bill Hemby
  - 6.D. Approve Collin County JJAEP MOU
  - 6.E. Approve Collin College MOU
7. **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.**
  - 7.A. Safety and Security Update

**Presenter:** Bobby Manson

7.B. Personnel

8. **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.**

8.A. Action Taken on Items in Closed Session

9. 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)]

Friday, August 17, 2018 at 2:30 p.m.

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For the Board of Trustees

**CELINA INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES**  
**Minutes of Regular Meeting – July 16, 2018**

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Celina Independent School District's Board of Trustees met in regular session on Monday, July 16, 2018 at the Celina Independent School District Administration Offices at 205 S. Colorado St, Celina, Tx 75009 in Room 12 and the Board Room.

**CALL TO ORDER / DINNER SESSION:**

At 6:19 PM Kelly Juergens called the dinner session to order.

Projects update was given by Bill Hemby.

John Mathews presented the 18-19 Student Code of Conduct.

Mr. DeMasters informed the board that a Special Called Board Meeting would be necessary to discuss Personnel needs.

Agenda Items were discussed.

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

**CALL TO ORDER / REGULAR 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.

**ROLL CALL BY:**

Board President Kelly Juergens

**MEMBERS PRESENT:**

Kelly Juergens, Todd Snyder, Chuck Hansen, Brooks Barr, and Tracey Balsamo

**MEMBERS ABSENT:**

Choc Christopher and Jeff Gravley

**ADMINISTRATORS & SCHOOL OFFICIALS PRESENT:**

Rick DeMasters, Superintendent

John Mathews, Assistant Superintendent

Bill Hemby, Assistant Superintendent

Shawna Mathews, Superintendent's Secretary

**GUESTS PRESENT:**

Rhonda Hefton and Mr. Pace

**PLEDGE & INVOCATION:**

*Pledge:* Led by Tracey Balsamo

*Invocation:* Led by Brooks Barr

**CELINA INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES**  
**Minutes of Regular Meeting – July 16, 2018**

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**OPEN FORUM:**

No visitors spoke in open forum.

**CONSENT / CONFIRMATION AGENDA ITEMS:**

Motion made by Todd Snyder and seconded by Tracey Balsamo that the Board approve the minutes of the June 25, 2018 Regular Board Meeting along with the Monthly Cash Distributions/Cash Balance/Investment Report and Budget Amendments.

Motion Carried 5-0

**INFORMATION/CONFIRMATION AGENDA ITEMS:**

*SHAC Report: Presented by Rhonda Hefton*

Rhonda Hefton presented a report from the Student Health Advisory Committee to the board.

*Board Completion of SB 1566 Required Training*

Mr. DeMasters made a public statement regarding the completion of required Senate Bill 1566 training by the board. A signed Affidavit has been filed in the board minutes.

**ACTION/BRIEFING AGENDA ITEMS:**

*Approve Investment Policy: Presented by Rick DeMasters*

After some discussion, motion was made by Tracey Balsamo and seconded by Chuck Hansen to approve the Legal and Local Investment Policies. Motion carried 5-0

*Approve 2018-19 Student Code of Conduct: Presented by John Mathews*

Motion was made by Brooks Barr and seconded by Todd Snyder to approve the 18-19 Student Code of Conduct as presented. Motion carried 5-0

**CLOSED MEETING:**

**Kelly Juergens adjourned open session at 7:25 p.m. and convened the board to closed session, pursuant to Texas Government Code, Chapter 551, including, but not limited to Section 551.074 – Personnel.**

**RECONVENE:**

**CELINA INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES**  
**Minutes of Regular Meeting – July 16, 2018**

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**Kelly Juergens adjourned closed session at 8:24 p.m. 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:**

*Personnel:*

Motion was made by Chuck Hansen and seconded by Todd Snyder to approve the following new hires as recommended by the Superintendent.

Motion Carried 5-0

Kristin Cole	Primary P.E. / Coach
Misti Schramme	CES 4 <sup>th</sup> Grade ELAR
Sherry Ollison	CES P.E. / Coach
Vanessa Hurtado-Jaramillo	District Bilingual / ESL Coordinator
Elisabeth Huston	J.H. Math
Cindy Shuler	CES 4 <sup>th</sup> Grade Bilingual
Lecianna Crowder	Primary SPED

**ADJOURNMENT:**

Motion was made by Todd Snyder and seconded by Tracey Balsamo to adjourn the meeting. Motion carried 5-0

The meeting adjourned at 8:24 p.m.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**CELINA INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES**  
**Minutes of Special Meeting – 08/01/2018**

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Celina Independent School District's Board of Trustees met in special session on Wednesday, August 1, 2018 at the Celina Independent School District Administration Offices at 205 S. Colorado St, Celina, Tx 75009 in Room 12.

**CALL TO ORDER / REGULAR SESSION:**

At 7:02 am Board President Kelly Juergens called the special meeting of the Celina Independent School District's Board of Trustees to order in room 12 of the CISD Administration Offices.

**ROLL CALL BY:**

Board President Kelly Juergens

**MEMBERS PRESENT:**

Choc Christopher, Jeff Gravley, Kelly Juergens, Todd Snyder, and Brooks Barr

**MEMBERS ABSENT:**

Chuck Hansen and Tracey Balsamo

**ADMINISTRATORS & SCHOOL OFFICIALS PRESENT:**

Rick DeMasters, Superintendent  
Shawna Mathews, Admin. Assistant to the Superintendent

**GUESTS PRESENT:**

No guests were present.

**PLEDGE & INVOCATION:**

*Pledge:* Led by Brooks Barr

*Invocation:* Led by Kelly Juergens

**ACTION/BRIEFING AGENDA ITEMS:**

*Delegate Contractual Authority to the Superintendent for Chapter 41:*

For the 2018-2019 school year, we delegated contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, Chapter 41, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 41.006. This included approval of the *Agreement for the Purchase of Attendance Credits* or the *Agreement for the Purchase of Attendance Credits (Netting Chapter 42 Funding)*.

The motion for approval was made by Choc Christopher and seconded by Todd Snyder.  
Motion Carried 5-0

**CELINA INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES**  
**Minutes of Special Meeting – 08/01/2018**

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**CLOSED MEETING:**

**Kelly Juergens adjourned open session at 7:14 a.m. and convened the board to closed session, pursuant to Texas Government Code, Chapter 551, including, but not limited to Section 551.074 – Personnel.**

**RECONVENE:**

**Kelly Juergens adjourned closed session at 7:45 a.m. 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:**

*Personnel:*

Motion was made by Jeff Gravley and seconded by Choc Christopher to approve the following new hires as recommended by the Superintendent.  
Motion Carried 5-0

Cheryl Wroe                      CHS BIM

The board approved the hire of an additional 1<sup>st</sup> grade teacher for O'Dell Elementary School.

**ADJOURNMENT:**

Motion was made by Todd Snyder and seconded by Brooks Barr to adjourn the meeting.  
Motion carried 5-0

The meeting adjourned at 7:45 a.m.

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President

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Secretary

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

	BUDGET	RECEIVED TO DATE	REMAINING	PERCENT REMAINING
<b>REVENUES:</b>				
5700 OTHER LOCAL REVENUE	\$ 1,079,102.00	\$ 19,880.00		0.00%
5711 PROPERTY TAXES, CURRENT YEAR	\$ 14,693,822.00	\$ 23,667.28		0.00%
5712 PROPERTY TAXES, PRIOR YEAR	\$ 175,000.00	\$ 414.23		0.00%
5719 PENALTY & INTEREST	\$ 75,000.00	\$ 3,030.19		0.00%
5800 STATE PROGRAM REVENUES	\$ 9,626,295.00	\$ 85,497.59		0.00%
5900 FEDERAL PROGRAM REVENUE	\$ 55,000.00			0.00%
7900 FLOW-THROUGH REVENUE			\$ -	
TOTAL REVENUES	\$ 25,704,219.00	\$ 132,489.29	\$ 25,571,729.71	99.48%
<b>EXPENDITURES:</b>				
	BUDGET	EXPENDED TO DATE	REMAINING	PERCENT REMAINING
11 INSTRUCTION	\$ 14,011,771.00	\$ 429,944.51	\$ 13,581,826.49	96.93%
12 LIBRARY SERVICES	\$ 253,738.00	\$ 7,411.34	\$ 246,326.66	97.08%
13 CURRICULUM	\$ 340,687.00	\$ 17,801.77	\$ 322,885.23	94.77%
21 INSTRUCTIONAL LEADERSHIP	\$ 59,556.00	\$ 4,962.86	\$ 54,593.14	91.67%
23 SCHOOL ADMIMISTRATION	\$ 1,793,692.00	\$ 141,453.23	\$ 1,652,238.77	92.11%
31 GUIDANCE AND COUNSELING	\$ 755,314.00	\$ 53,228.76	\$ 702,085.24	92.95%
33 HEALTH SERVICES	\$ 287,565.00	\$ 5,740.97	\$ 281,824.03	98.00%
34 PUPIL TRANSPORTATION	\$ 1,122,407.00	\$ 30,999.38	\$ 1,091,407.62	97.24%
36 EXTRA CURRICULAR ACTIVITIES	\$ 1,101,042.00	\$ 71,636.54	\$ 1,029,405.46	93.49%
41 GENERAL ADMINISTRATION	\$ 1,131,773.00	\$ 82,649.58	\$ 1,049,123.42	92.70%
51 PLANT MAINTENANCE & OPERATION	\$ 3,147,922.00	\$ 243,964.59	\$ 2,903,957.41	92.25%
52 SECURITY & MONITORING	\$ 186,870.00	\$ 22,229.60	\$ 164,640.40	88.10%
53 DATA PROCESSING	\$ 572,914.00	\$ 97,200.84	\$ 475,713.16	83.03%
71 DEBT SERVICE	\$ 203,864.00		\$ 203,864.00	100.00%
81 FACILITY IMPROVEMENT	\$ 64,541.00		\$ 64,541.00	100.00%
93 PAYMENT TO FISCAL AGENTS	\$ 532,123.00		\$ 532,123.00	100.00%
95 PAYMENT TO JJAEP	\$ 16,000.00		\$ 16,000.00	100.00%
99 TAX APPRAISAL	\$ 122,000.00		\$ 122,000.00	100.00%
TRANSFER TO CONSTRUCTION				
TOTAL EXPENDITURES	\$ 25,703,779.00	\$ 1,209,223.97	\$ 24,494,555.03	95.30%

Celina Independent School District  
Operating Cash Flow Statement  
2018-2019

	<i>June, 2017 Actual</i>	<i>July, 2018 Actual</i>
<i>Beginning Cash Balance</i>	\$ 739,322.48	1,223,913.75
<b>RECEIPTS</b>		
Tax Collections	\$ 67,815.67	27,111.70
Interest	\$ 815.72	651.15
Other Local Revenue	\$ 51,292.03	21,524.27
State Revenue - Available School	\$ 48,509.00	51,084.00
State Revenue -Foundation	\$ 765,873.00	995,832.00
State Revenue - Prior Year	\$ 0.00	0.00
State Revenue - Misc	\$ 56,193.64	8,024.00
Federal Program Revenue	\$ 0.00	0.00
Breakfast/Lunch Revenue - Local/Fed	\$ 37,164.26	335.85
Transfers From Texpool	\$ 1,500,000.00	1,045,000.00
<b>Total Revenue</b>	<b>\$ 2,527,663.32</b>	<b>2,149,562.97</b>
<b>DISBURSEMENTS</b>		
Payroll Net Checks	\$ -1,064,389.48	-1,045,789.40
Payroll Deductions	\$ -62,718.09	-60,546.50
TRS Deposit	\$ -320,109.94	-316,810.00
IRS Deposit	\$ -131,592.90	-129,804.35
<b>Total Payroll</b>	<b>\$ -1,578,810.41</b>	<b>-1,552,950.25</b>
Transfers to Texpool	\$ 0.00	0.00
Transfer to Ind Bank MMA	\$ 0.00	0.00
Account Payable Expenditures	\$ -464,261.64	-535,034.36
<b>Total Expenditures</b>	<b>\$ -2,043,072.05</b>	<b>-2,087,984.61</b>
Net Change in Cash	\$ 484,591.27	61,578.36
<b>Ending Cash Balance</b>	<b>\$ 1,223,913.75</b>	<b>1,285,492.11</b>
Beginning Cash Balance at Texpool	\$ 3,693,805.51	2,198,008.82
Deposits - Transfers In	\$ 0.00	0.00
Interest Earned	\$ 4,203.31	2,769.88
Transfers out	\$ -1,500,000.00	-1,045,000.00
<b>Ending Cash Balance at Texpool</b>	<b>\$ 2,198,008.82</b>	<b>1,155,778.70</b>
Beginnin Cash Balance-Ind Bank MMA	2,007,510.65	2,008,583.16
Deposits - Transfer In	0.00	0.00
Interest Earned	1,072.51	1,108.85
Transfers out	0.00	0.00
Ending Cash Balance-Ind Bank MMA	<b>2,008,583.16</b>	<b>2,009,692.01</b>
<b>TOTAL CASH AVAILABLE</b>	<b>\$ 5,430,505.73</b>	<b>4,450,962.82</b>

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

	BUDGET	RECEIVED TO DATE	REMAINING	PERCENT REMAINING
<b>REVENUES:</b>				
5700 TAXES CURRENT YEAR	\$ 6,459,353.00	\$ 10,380.35	\$ 6,448,972.65	99.84%
5700 TAXES PRIOR YEAR	\$ 75,000.00	\$ 184.67	\$ 74,815.33	99.75%
5700 PENALTY AND INTEREST	\$ 20,000.00	\$ 1,310.13	\$ 18,689.87	93.45%
5700 LOCAL REVENUE	\$ 30,000.00	\$ 8,308.80	\$ 21,691.20	72.30%
5800 STATE REVENUE EDA/IFA			\$ -	
7900 BOND PROCEEDS/PREMIUMS			\$ -	#DIV/0!
TOTAL REVENUES	\$ 6,584,353.00	\$ 20,183.95	\$ 6,564,169.05	99.69%

	BUDGET	EXPENDED TO DATE	REMAINING	PERCENT REMAINING
<b>EXPENDITURES:</b>				
6511 BOND PRINCIPAL	\$ 1,303,887.00		\$ 1,303,887.00	100.00%
6521 BOND INTEREST	\$ 4,575,866.55		\$ 4,575,866.55	100.00%
6599 OTHER DEBT SERVICE FEES	\$ 10,000.00	\$ 2,000.00	\$ 8,000.00	80.00%
6599 BOND SALE FEES			\$ -	
8900 FLOW THRU			\$ -	#DIV/0!
TOTAL EXPENDITURES	\$ 5,889,753.55	\$ 2,000.00	\$ 5,887,753.55	#DIV/0!

Interest & Sinking Cash Flow Statement  
2018-2019

	June, 2018 Actual	July 2018 Actual
<i>Beginning Cash Balance-Independent Bk</i>	\$ 1,324,963.17	1,355,325.85
<b>RECEIPTS</b>		
Tax Collections	\$ 29,644.26	13,367.35
Interest	\$ 718.42	751.09
Transfer from Texpool	\$ 0.00	0.00
State Revenue - IFA	\$ 0.00	0.00
<b>Total Revenue</b>	<b>\$ 30,362.68</b>	<b>14,118.44</b>
<b>DISBURSEMENTS</b>		
Bond Payments	\$ 0.00	-2,000.00
Transfers to Texpool	\$ 0.00	0.00
Transfers to MMA Independent Bank		0.00
<b>Total Expenditures</b>	<b>\$ 0.00</b>	<b>-2,000.00</b>
Net Change in Cash	30,362.68	12,118.44
<b>Ending Cash Balance - Independent Bk</b>	<b>\$ 1,355,325.85</b>	<b>1,367,444.29</b>
Beginning Cash Balance at Texpool	\$ 4,444,096.27	4,674,692.57
Deposits - Transfers In/Int Sale of Bond	\$ 223,934.74	0.00
Interest Earned	\$ 6,661.56	7,502.27
Transfers out	\$ 0.00	0.00
<b>Ending Cash Balance at Texpool</b>	<b>\$ 4,674,692.57</b>	<b>4,682,194.84</b>
Independent Bank - MMA Investment		
Beginning Balance	100,378.38	100,432.01
Deposits	0.00	0.00
Interest	53.63	55.44
Transfers out	0.00	0.00
<b>Ending Cash Balance - Ind Bank MMA</b>	<b>100,432.01</b>	<b>100,487.45</b>
<b>TOTAL CASH AVAILABLE</b>	<b>\$ 6,130,450.43</b>	<b>6,150,126.58</b>

Celina Independent School District  
 2018 BOND CONSTRUCTION  
 2018-2019

	June, 2018 Ending	July, 2018 Actual
<i>Beginning Cash Balance</i>	\$ 0.00	25,614,490.51
<b>Independent Bank</b>		
<b>RECEIPTS</b>		
Interest	\$ 4,490.51	34,807.64
Sale of Bonds	\$ 25,610,000.00	0.00
Transfers from Texpool	\$ 0.00	0.00
Transfers from Logic	\$ 0.00	0.00
Accounts Payable	0.00	
<b>Total Revenue</b>	<b>\$ 25,614,490.51</b>	<b>34,807.64</b>
<b>DISBURSEMENTS</b>		
Transfers to Texpool/Logic	\$ 0.00	0.00
Construction Payables	\$ 0.00	0.00
<b>Total Expenditures</b>	<b>\$ 0.00</b>	<b>0.00</b>
Net Change in Cash	\$ 25,614,490.51	34,807.64
 <i>Ending Cash Balance**</i>	 <b>\$ 25,614,490.51</b>	 <b>25,649,298.15</b>
 <b>TOTAL CASH AVAILABLE</b>	 25,614,490.51	 25,649,298.15

Celina Independent School District  
Construction Cash Flow Statement  
2018-2019

	June, 2018 Ending	July, 2018 Actual	
<i>Beginning Cash Balance</i>	\$ 54,627.31	176,128.58	
<b>RECEIPTS</b>			
Interest	\$ 70.27	90.33	
Additional Revenue Trans from Operating	121,431.00	0.00	
Transfers from Logic	\$ 0.00	0.00	
Transfers from Texpool	0.00	0.00	
<b>Total Revenue</b>	<b>\$ 121,501.27</b>	<b>90.33</b>	
<b>DISBURSEMENTS</b>			
Transfers to Texpool/Logic	\$ 0.00	0.00	
Construction Payables	\$	-40,801.52	
<b>Total Expenditures</b>	<b>\$ 0.00</b>	<b>-40,801.52</b>	
Net Change in Cash	\$ 121,501.27	-40,711.19	
 <b>Ending Cash Balance**</b>	 <b>\$ 176,128.58</b>	 <b>135,417.39</b>	

Celina Independent School District  
Investment Statement  
2018-2019

	June, 2018 <i>Actual</i>	July, 2018 Actual
<b>Construction Account</b>		
Logic Acct Closed June, 2016		
<b>Construction Acct</b>		
Beginning Cash Balance at Ind Bank	\$ 54,627.31	176,128.58
Deposits - Transfers In	\$ 121,431.00	0.00
Interest Earned	\$ 70.27	90.33
Transfers out	\$ 0.00	-40,801.52
<b>Ending Cash Balance at Ind Bank</b>	<b>\$ 176,128.58</b>	<b>135,417.39</b>
<b>October, 2016 Bond Sales Const Account</b>		
Beginning Cash Balance at Ind Bank	\$ 1,766,288.71	955,545.28
Deposits - Transfers In Bonds Sold	\$ 0.00	0.00
Interest Earned	\$ 736.82	484.38
Expenditures	\$ -811,480.25	-316,295.00
<b>Ending Cash Balance at Ind Bank</b>	<b>955,545.28</b>	<b>639,734.66</b>
<b>Construction 2018 Bond Sales</b>		
Beginning Cash Balance at Ind Bank	\$ 0.00	25,614,490.51
Deposits - Transfers In Bonds Sold	\$ 25,610,000.00	0.00
Interest Earned	\$ 4,490.51	34,807.64
Expenditures	\$ 0.00	0.00
<b>Ending Cash Balance at Ind Bank</b>	<b>25,614,490.51</b>	<b>25,649,298.15</b>
<b>General Operating</b>		
Beginning Cash Balance at Texpool	\$ 3,693,805.51	2,198,008.82
Deposits - Transfers In	\$ 0.00	0.00
Interest Earned	\$ 4,203.31	2,769.88
Transfers out	\$ -1,500,000.00	-1,045,000.00
<b>Ending Cash Balance at Texpool</b>	<b>\$ 2,198,008.82</b>	<b>1,155,778.70</b>
Beginning MMA - Independent Bank-Operating	\$ 2,007,510.65	2,008,583.16
Deposits - Transfers In	\$ 0.00	0.00
Interest Earned	\$ 1,072.51	1,108.85
Transfers out	\$ 0.00	0.00
<b>Ending MMA - Independent Bank</b>	<b>\$ 2,008,583.16</b>	<b>2,009,692.01</b>
Beginning Cash Balance at Ind Bank	\$ 739,322.48	1,223,913.75
Deposits	\$ 2,526,847.60	2,148,911.82
Interest Earned	\$ 815.72	651.15
Expenditures	\$ -2,043,072.05	-2,087,984.61
<b>Ending Cash Balance at Ind Bank</b>	<b>\$ 1,223,913.75</b>	<b>1,285,492.11</b>
<b>Interest and Sinking</b>		
Beginning Cash Balance at Texpool	\$ 4,444,096.27	4,674,692.57
Deposits - Transfers In	\$ 223,934.74	0.00
Interest Earned	\$ 6,661.56	7,502.27
Transfers out	\$ 0.00	0.00
<b>Ending Cash Balance at Texpool</b>	<b>\$ 4,674,692.57</b>	<b>4,682,194.84</b>

Beginning Cash Balance at Ind Bank	\$ 1,324,963.17	1,355,325.85
Deposits	\$ 29,644.26	13,367.35
Interest Earned	\$ 718.42	751.09
Expenditures/Transfers Out	\$ 0.00	-2,000.00
<b>Ending Cash Balance at Ind Bank</b>	<b>\$ 1,355,325.85</b>	<b>1,367,444.29</b>

Beginning MMA - Independent Bank-I & S	\$ 100,378.38	100,432.01
Deposits - Transfers In	\$ 0.00	0.00
Interest Earned	\$ 53.63	55.44
Transfers out	\$ 0.00	0.00
<b>Ending MMA - Independent Bank</b>	<b>\$ 100,432.01</b>	<b>100,487.45</b>

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, 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 MONTHS**  
**CONSTRUCTION 2016 ACCT AT INDEPENDENT BANK .90% FOR DURATION OF ACCOUNT**  
**OCTOBER 2016 BOND SALES LOCKED IN AT .60% FOR DURATION OF ACCOUNT**

JULY, 2018

**TEXPOOL INVESTMENT POOL - JULY, 2018**

**Monthly Averages**

INTEREST RATE:	1.8900%
ALLOCATION FACTOR:	0.000051770
AVERAGE MONTHLY POOL BALANCE:	18,057,030,832.61
WEIGHTED AVERAGE MATURITY:	25
BOOK VALUE	18,176,094,071.31
MARKET VALUE	18,175,684,277.81
MARKET VALUE PER SHARE:	0.999980
NUMBER OF PARTICIPANTS	2490

**TEXPOOL PORTFOLIO ASSET SUMMARY AS OF JULY, 2018**

	BOOK VALUE	MARKET VALUE
Uninvested Balance	-113,693.26	-113,693.26
Accrual of Interest Income	8,857,669.10	8,857,669.10
Interest and Management Fees Payable	-28,972,587.70	-28,972,587.70
Payable for Investment Purchased	-1,070,548,472.20	-1,070,548,472.20
Accrued Expenses & Taxes	-20,767.55	-20,767.55
Repurchase Agreements	5,995,031,000.00	5,995,031,000.00
Mutual Fund Investments	1,296,022,103.88	1,296,022,103.88
Government Securities	10,492,037,631.91	10,491,655,384.68
US Treasury Inflation Protected Securities	79,993,674.77	79,998,952.00
US Treasury Bills	1,153,875,917.72	1,153,922,910.86
US Treasury Notes	249,931,594.64	249,851,778.00
Total	18,176,094,071.31	18,175,684,277.81

## Budgeted/Expended Comparison Summary

JULY, 2018

Page 1 of 4  
%

	Original Budget	Amended Budget	Total Expended YTD	Current Month Expenditure	Encumbered	Balance	Available to Use
<b>Funds 181-191-199 General Operating</b>							
<b>11 Instruction</b>							
6100 Payroll Costs	12,810,524.00	12,810,524.00	108,931.47	108,931.47	0.00	12,701,592.53	99.15%
6200 Professional Services	726,200.00	726,200.00	292,481.39	292,481.39	1,200.00	432,518.61	59.56%
6300 Supplies and Materials	361,233.00	361,233.00	1,284.86	1,294.86	17,530.00	342,418.14	94.79%
6400 Other Operating	73,264.00	73,264.00	1,212.00	1,212.00	1,365.69	70,686.31	96.48%
6600 Capital Outlay	19,850.00	40,550.00	100.00	100.00	5,839.10	34,610.90	85.35%
Total Instruction	13,991,071.00	14,011,771.00	404,009.72	404,019.72	25,934.79	13,581,826.49	96.93%
<b>12 Library</b>							
6100 Payroll Costs	209,920.00	206,920.00	6,936.34	6,936.34	0.00	199,983.66	96.65%
6200 Professional Services	3,488.00	3,488.00	0.00	0.00	475.00	3,013.00	86.38%
6300 Supplies and Materials	11,455.00	11,455.00	0.00	0.00	0.00	11,455.00	100.00%
6400 Other Operating	8,950.00	8,950.00	0.00	0.00	0.00	8,950.00	100.00%
6600 Capital Outlay	22,925.00	22,925.00	0.00	0.00	0.00	22,925.00	100.00%
Total Library	256,738.00	253,738.00	6,936.34	6,936.34	475.00	246,326.66	97.08%
<b>13 Curriculum</b>							
6100 Payroll Costs	198,714.00	198,714.00	17,056.32	17,056.32	0.00	181,657.68	91.42%
6200 Contracted Services	86,983.00	86,983.00	0.00	0.00	0.00	86,983.00	100.00%
6300 Supplies and Materials	39,550.00	39,550.00	297.95	297.98	447.50	38,804.55	98.12%
6400 Other Operating	15,440.00	15,440.00	0.00	0.00	0.00	15,440.00	100.00%
Total Library	340,687.00	340,687.00	17,354.27	17,354.30	447.50	322,885.23	94.77%
<b>21 Instructional Leadership</b>							
6100 Payroll Costs	59,556.00	59,556.00	4,962.86	4,962.86	0.00	54,593.14	91.67%
Total Inst Leadership	59,556.00	59,556.00	4,962.86	4,962.86	0.00	54,593.14	91.67%
<b>23 School Leadership</b>							
6100 Payroll Costs	1,768,036.00	1,768,036.00	140,697.61	140,697.61	0.00	1,627,338.39	92.04%
6200 Professional Services	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00%
6300 Supplies and Materials	7,050.00	7,050.00	18.99	18.99	0.00	7,031.01	99.73%
6400 Other Operating	11,850.00	11,850.00	245.00	245.00	0.00	11,605.00	97.93%
6600 Capital Outlay	4,256.00	4,256.00	0.00	0.00	491.63	3,764.37	88.45%
Total School Leadershi	1,793,692.00	1,793,692.00	140,961.60	140,961.60	491.63	1,652,238.77	92.11%

## Budgeted/Expended Comparison Summary

JULY, 2018

Page 2 of 4  
%

	Original Budget	Amended Budget	Total Expended YTD	Current Month Expenditure	Encumbered	Balance	Available to Use
<b>Funds 181-191-199 General Operating</b>							
<b>31 Guidance &amp; Counseling</b>							
6100 Payroll Costs	733,564.00	733,564.00	53,228.76	53,228.76	0.00	680,335.24	92.74%
6200 Professional Services	6,200.00	6,200.00	0.00	0.00	0.00	6,200.00	100.00%
6300 Supplies and Materials	11,400.00	11,400.00	0.00	0.00	0.00	11,400.00	100.00%
6400 Other Operating	3,650.00	3,650.00	0.00	0.00	0.00	3,650.00	100.00%
6600 Capital Outlay	500.00	500.00	0.00	0.00	0.00	500.00	100.00%
Total Counseling	755,314.00	755,314.00	53,228.76	53,228.76	0.00	702,085.24	92.95%
<b>33 Health Services</b>							
6100 Payroll Costs	268,315.00	268,315.00	1,834.47	1,834.47	0.00	266,480.53	99.32%
6200 Professional Services							
6300 Supplies and Materials	14,750.00	14,750.00	3,906.50	3,906.50	0.00	10,843.50	73.52%
6400 Other Operating	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	100.00%
6600 Capital Outlay	1,700.00	1,700.00	0.00	0.00	0.00	1,700.00	100.00%
Total Health Services	287,565.00	287,565.00	5,740.97	5,740.97	0.00	281,824.03	98.00%
<b>34 Pupil Transportation</b>							
6100 Payroll Costs	917,382.00	917,382.00	25,906.70	25,906.37	0.00	891,475.30	97.18%
6200 Professional Services	19,000.00	19,000.00	280.50	280.50	0.00	18,719.50	98.52%
6300 Supplies and Materials	158,025.00	158,025.00	4,812.18	4,812.18	0.00	153,212.82	96.95%
6400 Other Operating	28,000.00	28,000.00	0.00	0.00	0.00	28,000.00	100.00%
6600 Capital Outlay							
Total Pupil Transport	1,122,407.00	1,122,407.00	30,999.38	30,999.05	0.00	1,091,407.62	97.24%
<b>36 Extra Curricular-Athletics</b>							
6200 Professional Services	88,560.00	88,560.00			0.00	88,560.00	100.00%
6300 Supplies and Materials	98,590.00	98,590.00	4,323.39	4,323.39	20,796.58	73,470.03	74.52%
6400 Other Operating	63,800.00	63,800.00	3,241.14	3,241.14	396.33	60,162.53	94.30%
6600 Capital Outlay	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00%
Total Extra Curricular	253,450.00	253,450.00	7,564.53	7,564.53	21,192.91	224,692.56	88.65%
<b>36 Extra Curricular</b>							
6100 Payroll Costs	688,897.00	688,897.00	26,793.95	26,793.95	0.00	662,103.05	96.11%
6200 Professional Services	36,000.00	36,000.00	14,035.15	14,035.15	0.00	21,964.85	61.01%
6300 Supplies and Materials	23,750.00	23,750.00	0.00	0.00	0.00	23,750.00	100.00%
6400 Other Operating	98,445.00	98,445.00	1,750.00	1,750.00	300.00	96,395.00	97.92%
6600 Capital Outlay	500.00	500.00	0.00	0.00	0.00	500.00	100.00%
Total Extra Curricular	847,592.00	847,592.00	42,579.10	42,579.10	300.00	804,712.90	94.94%

## Budgeted/Expended Comparison Summary

JULY, 2018

Page 3 of 4  
%

	Original Budget	Amended Budget	Total Expended YTD	Current Month Expenditure	Encumbered	Balance	Available to Use
<b>Funds 181-191-199 General Operating</b>							
<b>41 General Administration</b>							
6100 Payroll Costs	925,973.00	925,973.00	70,822.47	70,822.47	0.00	855,150.53	92.35%
6200 Professional Services	97,500.00	97,500.00	5,942.20	5,942.20	0.00	91,557.80	93.91%
6300 Supplies and Materials	13,000.00	13,000.00	1,137.59	1,137.59	0.00	11,862.41	91.25%
6400 Other Operating	95,300.00	95,300.00	4,747.32	4,747.32	0.00	90,552.68	95.02%
6600 Capital Outlay							
Total General Admin	1,131,773.00	1,131,773.00	82,649.58	82,649.58	0.00	1,049,123.42	92.70%
<b>51 Plant Maintenance</b>							
6100 Payroll Costs	1,534,722.00	1,534,722.00	109,013.90	109,013.90	0.00	1,425,708.10	92.90%
6200 Professional Services	1,168,200.00	1,168,200.00	89,998.91	89,998.91	0.00	1,078,201.09	92.30%
6300 Supplies and Materials	288,000.00	288,000.00	44,826.78	44,826.78	0.00	243,173.22	84.44%
6400 Other Operating	146,000.00	146,000.00	125.00	125.00	0.00	145,875.00	99.91%
6600 Captl Outly	11,000.00	11,000.00			0.00	11,000.00	100.00%
Total Plant Maintenanc	3,147,922.00	3,147,922.00	243,964.59	243,964.59	0.00	2,903,957.41	92.25%
<b>52 Security and Monitoring</b>							
6100 Payroll Costs	110,270.00	110,270.00	8,480.82	8,480.82	0.00	101,789.18	92.31%
6200 Professional Services	41,600.00	41,600.00	8,642.04	8,642.04	0.00	32,957.96	79.23%
6300 Supplies and Materials	8,500.00	8,500.00	219.74	219.74	0.00	8,280.26	97.41%
6400 Other Operating	9,250.00	9,250.00	0.00	0.00	0.00	9,250.00	100.00%
6600 Capital Outlay	17,250.00	17,250.00	0.00	0.00	4,887.00	12,363.00	71.67%
Total Security	186,870.00	186,870.00	17,342.60	17,342.60	4,887.00	164,640.40	88.10%
<b>53 Data Processing</b>							
6100 Payroll Costs	324,907.00	324,907.00	22,571.59	22,571.59	0.00	302,335.41	93.05%
6200 Professional Services	109,827.00	109,827.00	5,186.09	5,186.09	0.00	104,640.91	95.28%
6300 Supplies and Materials	126,820.00	126,820.00		0.00	69,443.16	57,376.84	45.24%
6400 Other Operating	11,360.00	11,360.00		0.00	0.00	11,360.00	100.00%
6600 Capital Outlay							
Total Data Processing	572,914.00	572,914.00	27,757.68	27,757.68	69,443.16	475,713.16	83.03%
<b>71 Debt Service</b>							
6500 Debt Service	203,864.00	203,864.00			0.00	203,864.00	100.00%
Total Debt Service	203,864.00	203,864.00	0.00	0.00	0.00	203,864.00	100.00%

## Budgeted/Expended Comparison Summary

JULY, 2018

Page 4 of 4  
%

	Original Budget	Amended Budget	Total Expended YTD	Current Month Expenditure	Encumbered	Balance	Available to Use
<b>Funds 181-191-199 General Operating</b>							
<b>81 Facilities and Acquisition</b>							
6600 Capital Outlay	85,241.00	64,541.00				64,541.00	100.00%
Total Facilities	85,241.00	64,541.00	0.00	0.00	0.00	64,541.00	100.00%
<b>93 Payment to Fiscal Agent</b>							
6400 Other Operating	532,123.00	532,123.00				532,123.00	100.00%
Total Fiscal Agent	532,123.00	532,123.00	0.00	0.00	0.00	532,123.00	100.00%
<b>95 Payment to JJAEP</b>							
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%
<b>99 Other Govt Charges</b>							
6200 Contracted Services	122,000.00	122,000.00			0.00	122,000.00	100.00%
Total Oter Govt Chgs	122,000.00	122,000.00	0.00	0.00	0.00	122,000.00	100.00%
<b>8900 TRANSFERS OUT</b>							
Total Trans Out	0.00				0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Fund 240 Food Service</b>							
<b>35 Food Service</b>							
6100 Payroll Costs	553,661.00	553,661.00	7,894.13	7,894.13	0.00	545,766.87	98.57%
6200 Professional Services	64,456.00	64,456.00	1,500.00	1,500.00	0.00	62,956.00	97.67%
6300 Supplies and Materials	303,056.00	303,056.00			0.00	303,056.00	100.00%
6400 Other Operating	9,000.00	9,000.00	1,260.23	1,260.23	0.00	7,739.77	86.00%
6600 Capital Outlay	8,000.00	8,000.00			0.00	8,000.00	100.00%
Total Food Service	938,173.00	938,173.00	10,654.36	10,654.36	0.00	927,518.64	98.86%
<b>Fund 599 Debt Service</b>							
<b>71 Debt Service</b>							
6500 Debt Service							
Payments to Bond Ag.	5,889,753.55	5,889,753.55	2,000.00	2,000.00	0.00	5,887,753.55	99.97%
Total Debt Service	5,889,753.55	5,889,753.55	2,000.00	2,000.00	0.00	5,887,753.55	99.97%

Celina Independent School District  
 October, 2016 Bond Sale Construction Cash Flow Statement  
 2018-2019

	June, 2018 Ending	July, 2018 Actual
<i>Beginning Cash Balance</i>	\$ 1,766,288.71	955,545.28
<b>Independent Bank</b>		
<b>RECEIPTS</b>		
Interest	\$ 736.82	484.38
Additional Revenue Trans from Operating		0.00
Transfers from Texpool		0.00
Transfers from Logic	\$ 0.00	0.00
Accounts Payable	0.00	
<b>Total Revenue</b>	<b>\$ 736.82</b>	<b>484.38</b>
<b>DISBURSEMENTS</b>		
Transfers to Texpool/Logic	\$ 0.00	0.00
Construction Payables	\$ -811,480.25	-316,295.00
<b>Total Expenditures</b>	<b>\$ -811,480.25</b>	<b>-316,295.00</b>
Net Change in Cash	\$ -810,743.43	-315,810.62
<b>Ending Cash Balance**</b>	<b>\$ 955,545.28</b>	<b>639,734.66</b>

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

	BUDGET	RECEIVED TO DATE	REMAINING	PERCENT REMAINING
<b>REVENUES:</b>				
5751 REVENUE FROM MEALS SERVED	\$ 409,596.00	\$ 255.85	\$ 409,340.15	99.94%
5800 STATE REVENUE	\$ 30,762.00	\$ 2,137.55	\$ 28,624.45	93.05%
5900 NATL CHILD NUTRITION	\$ 497,815.00		\$ 497,815.00	100.00%
TOTAL REVENUES	\$ 938,173.00	\$ 2,393.40	\$ 935,779.60	99.74%

	BUDGET	EXPENDED TO DATE	REMAINING	PERCENT REMAINING
<b>EXPENDITURES:</b>				
35 FOOD SERVICES	\$ 938,173.00	\$ 10,654.36	\$ 927,518.64	98.86%



(LOCAL) Policy Action List

CELINA ISD(043903) - Update / LDU 111

BBD(LOCAL): BOARD MEMBERS - TRAINING AND ORIENTATION

CAA(LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES - FINANCIAL ETHICS

CJA(LOCAL): CONTRACTED SERVICES - CRIMINAL HISTORY

DEA(LOCAL): COMPENSATION AND BENEFITS - COMPENSATION PLAN

DHE(LOCAL): EMPLOYEE STANDARDS OF CONDUCT - SEARCHES AND ALCOHOL/DRUG TESTING

DI(LOCAL): EMPLOYEE WELFARE

FEA(LOCAL): ATTENDANCE - COMPULSORY ATTENDANCE

# Vantage Points

## A Board Member's Guide to Update 111

**Please note:** *Vantage Points* is an executive summary, prepared specifically for board members, of the TASB Localized Update. The topic-by-topic outline and the brief descriptions focus attention on key issues to assist local officials in understanding changes found in the policies. The description of policy changes in *Vantage Points* is highly summarized and should not substitute for careful attention to the more detailed, district-specific Explanatory Notes and the policies within the localized update packet.

We welcome your comments or suggestions for improving *Vantage Points*. Please write to us at TASB Policy Service, P.O. Box 400, Austin, TX 78767-0400, e-mail us at [policy.service@tasb.org](mailto:policy.service@tasb.org), or call us at 800-580-7529 or 512-467-0222.

For more information about Policy Service, visit our website at <http://policy.tasb.org>.

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.





Update 111 focuses on updating (LEGAL) policies that were affected by changes in law from the 85th Legislative Session and recent administrative rule changes. Several (LOCAL) policies have been updated to better align with changes in law or administrative rules or for organizational and restructuring purposes.

**Innovation  
Districts**

Policy AF(LEGAL) has been updated to include provisions from revised Administrative Code rules that address the laws from which an innovation district may not be exempted and clarify a district's posting and notification responsibilities regarding an innovation plan.

**Accountability**

Additional provisions from the Every Student Succeeds Act (ESSA) have been included in AID(LEGAL) to address the requirements for the district's plan that must be in place to receive certain Title I funds, the identification of schools needing support and improvement, and the district's required actions when schools in the district are identified for support and improvement.

**District  
Governance**

Significant changes have been made at BBD(LEGAL) to reflect revised Administrative Code rules, including:

**Board Training**

- Information addressing the State Board of Education (SBOE) commendations for board-superintendent teams that effectively implement the commissioner's trustee improvement and evaluation tool or any other tool approved by the commissioner;
- Clarification that team building must be at least three hours in length and that the local orientation can occur one year before or 120 days after the board member's election or appointment; and
- Stemming from Senate Bill 1566 (85th Legislative Session), the new requirement that each board member must complete a three-hour continuing education training every two years on evaluating student performance.

The administrative rules also specify that the report on board members' continuing education must occur at the last regular board meeting before the board election and that this information must be reflected in the board meeting minutes. If a board member is deficient in continuing education credit as of the anniversary of his or her joining the board, in addition to the deficiency being announced during the board meeting, the deficiency must be posted on the district's website within ten business days of the meeting and must remain posted until the trustee meets the requirements.

See TASB Legal Services' eSource on TASB.org for [detailed information about the new reporting requirements](#).

***BBD(LOCAL) POLICY CONSIDERATIONS***

The changes in the administrative rules have also been addressed at BBD(LOCAL). As a best practice to promote transparency, the recommended text provides that the board president will annually announce the status of a board member’s continuing education credit at the last regular board meeting before the district’s regular uniform election date, even if an election is not scheduled or held. If the district will have a different practice, a policy adjustment will be needed.

**Superintendent**

Revisions have been made to several policies addressing the superintendent’s employment, including BJCE(LEGAL) to remove a reference to an outdated Fifth Circuit court case and BJCG(LEGAL) to align the policy text with statute. The text now included in BJC(LEGAL) is existing statutory text permitting the board to amend the terms of a superintendent contract on the basis of a declared financial exigency.

Similar to the revision at BJCE(LEGAL), references to the outdated court case have been deleted from DCE(LEGAL) and DFBA(LEGAL).

**Reports**

The list of reports at BR(LEGAL) has been updated to include the report on board member continuing education training and to remove the requirement for a district not participating in TRS ActiveCare to file a compliance report with TRS, although the district must still prepare a compliance report.

**Finances**

Policy CBB(LEGAL) has been significantly reworked to provide more thorough coverage of the relevant laws on retirement and insurance contributions and the Education Department General Administrative Regulations (EDGAR).

**Federal Funds**

**Financial Reports**

Revisions to CFA(LEGAL), the policy on financial reports and statements, incorporate new administrative rules that address the district’s annual local debt report.

**Investments**

The definition of “business organization” has been moved in CDA(LEGAL) to clarify that it only applies to the provisions on sellers of investments, which require a district to provide a written copy of its investment policy to any business organization offering to engage in an investment with the district.

**Financial Ethics**

***CAA(LOCAL) POLICY CONSIDERATIONS***

CAA(LOCAL) addresses fraud and financial impropriety. Local policy language is recommended to clarify that fraud reports may be made to any person with authority to investigate the alleged activity, including to any of the other individuals currently listed in the policy. This aligns the policy text

with state law, which prohibits a district from requiring an employee to report only to certain persons a crime witnessed at the school.

**Safety and Security**

**Criminal History**

Effective November 29, 2017, Administrative Code rules addressing criminal history of service contractors were repealed, which prompted revisions throughout CJA(LEGAL). Provisions have been reorganized for consistency with the criminal history requirements for certain public contractors, and existing statutory provisions were added to address the district's authority to obtain Department of Public Safety (DPS) criminal history record information.

***CJA(LOCAL) POLICY CONSIDERATIONS***

Policy CJA(LOCAL) includes provisions as permitted by state law that authorize the district employee in charge of a facility to determine whether an employee of a contracting or subcontracting entity, who does not have the required criminal history review or who has a disqualifying conviction, will be permitted to enter a district facility in an emergency accompanied by district staff.

Regarding employees, DBAA(LEGAL) has been revised to include amended administrative rules specifying that the State Board for Educator Certification (SBEC) may sanction an educator who hires an applicant even if the educator knew that applicant had been adjudicated for or convicted of having an inappropriate relationship with a minor.

**Security Personnel**

Revisions at CKE(LEGAL), addressing security personnel, include a reference to a court case regarding complaints against district peace officers. Additional details from administrative rules on the school marshal program were added, which permit the district to pay for required marshal training and address required reports to the Texas Commission on Law Enforcement (TCOLE).

**Firearms**

***DH(LOCAL) AND GKA(LOCAL) POLICY CONSIDERATIONS***

Most districts' policies at DH(LOCAL) and GKA(LOCAL) provide that the district's prohibition against firearms on district property is not violated when a Texas handgun license holder, whether an employee or a non-employee, stores a handgun or other firearm in a locked vehicle in a district parking area, provided the handgun or other firearm is not loaded and is not in plain view. However, the interplay of state and federal law would permit a district to revise this policy to allow such a person to have a loaded handgun or firearm under these circumstances. If the board would

like to revise these policies to permit loaded firearms, have your superintendent contact the district's policy consultant.

**District  
Operations**

The integrated pest management program (IPM) provisions have been updated in CLB(LEGAL) as a result of new administrative rules effective January 9, 2018. The revisions include new definitions, more details on the required parental notifications regarding application of pesticides [also added at FD(LEGAL)], and new provisions to address emergency exceptions to the notice requirements and potential waivers from inspections.

**Pest  
Management**

**Facility  
Standards**

Significant revisions have been made to CS(LEGAL), the policy on facility standards, to provide more complete coverage of relevant laws, to include a recent attorney general opinion regarding application of the International Energy Conservation Code to public school buildings, and to better match statutory wording.

**Other District  
Operations**

Other legally referenced policies addressing district operations have also been updated, including:

- The deletion of outdated administrative rules in CQA(LEGAL) that required the district to post locally determined performance ratings and compliance status on the district's website.
- Minor revisions to CNB(LEGAL) to better reflect statute regarding district vehicles.
- The removal of a state law provision in CO(LEGAL), regarding food services, that was no longer aligned with federal law.

**Curriculum and  
Instruction**

EHAD(LEGAL) has been revised to include current administrative requirements for a driver education course.

**Instruction**

Provisions addressing dual credit programs have been revised in EHDD(LEGAL) to reflect amended administrative rules, which require dual-credit partnership agreements to address defined sequences of courses where applicable.

**Instructional  
Materials**

Policy EFB(LEGAL) has been updated to include the revised standards for school library programs adopted by the Texas State Library and Archives Commission. A district must consider the standards in developing, implementing, or expanding its library services.

The changes at CMD(LEGAL) regarding instructional materials have been made to more closely match statutory provisions.

**Campus  
Charters**

ELA(LEGAL) is a new legally referenced policy that includes material on partnership charters. The new administrative rules provide significant guidance for districts that choose to contract with a partner to operate a district campus to receive accountability and financial benefits in accordance with state law. With the addition of this new legally referenced policy, all provisions addressing partnership charters have been removed from EL(LEGAL).

**School Calendar**

Effective with the 2018–19 school year, House Bill 2442 (85th Legislative Session) impacted two legally referenced policies, EB(LEGAL) and EC(LEGAL).

Policy EB(LEGAL) has been revised to clarify that the required 75,600 minutes are for operation, not just instruction. Provisions also permit the commissioner to reduce funding to a district providing fewer than 75,600 minutes of operation. New provisions also allow exemptions from the minimum minutes of operation for certain instructional programs.

Removed from EC(LEGAL) is the provision requiring a school day to be at least seven hours long and a day of instruction to include 420 minutes of instruction, since this requirement has been deleted from statute.

A similar revision has been made at FOCA(LEGAL) to remove the requirement that a school day at a disciplinary alternative education placement (DAEP) program be between seven and ten hours long.

**State  
Assessments**

At EKB(LEGAL), the policy addressing state assessments, the list of conduct that violates the security and confidentiality of a state assessment has been updated to match the *2018 Test Security Supplement*. The list of penalties has also been updated to permit the imposition of additional conditions or restrictions upon an SBEC certificate to aid in the rehabilitation and professional development of the educator who violated test security or confidentiality or to protect students, parents, school officials, or personnel. EKBA(LEGAL) has been revised to remove outdated provisions associated with the repeal of administrative rules and the removal of inapplicable language related to the Texas Assessment of Knowledge and Skills (TAKS).

**Special  
Education**

Legally referenced policies addressing special education services have been updated to reflect:

- Current Administrative Code rules on transition planning [see EHBAB(LEGAL) and EHBAD(LEGAL)]; and
- Appropriate legal citations and additional details in existing law regarding the transfer of rights to adult students [see EHBAE(LEGAL)].

**Special Programs**

Outdated provisions that capped the percentage of compensatory education funds that could be used for DAEP expenditures and that addressed the development of college preparatory courses for the 2014–15 school year have been removed from EHBC(LEGAL).

EHBD(LEGAL), addressing Title I funds, has been revised to include additional provisions on fiscal requirements, including maintenance of effort, the use of funds to supplement state and local funds, and prohibited uses of funds.

**Graduation**

Provisions regarding notification about automatic admission requirements have been added to EIC(LEGAL) in response to administrative rule changes.

At EIF(LEGAL), in addition to adjusting the school years for applicable provision and including references to relevant Administrative Code provisions, we have added new administrative rules implementing Senate Bill 463 (85th Legislative Session). The new rules permit a district to award a diploma to an individual who entered grade 9 before the 2011–12 school year and who has completed the applicable curriculum requirements, but who has not successfully passed the relevant exit-level assessment required for graduation after at least three tries. To graduate, the student must meet the alternative requirements for graduation in the Administrative Code or the local alternative requirements approved by the board. Information to assist districts in developing these requirements for board approval was e-mailed to superintendents, administrative assistants, and policy contacts on April 30, 2018.

**Employment**

Amended administrative rules are reflected at DF(LEGAL), the policy that addresses termination of an employee. The new rules specify that SBEC can sanction an educator who does not discharge an employee if the educator knew that the employee had been adjudicated for or convicted of having an inappropriate relationship with a minor. [See also DBAA for information on sanctions against an educator who does not refuse to hire an applicant with the same criminal history described here.]

Policy DC(LEGAL), addressing employment of retirees, has been revised based on amended administrative rules to describe additional employment relationships with retirees that are considered “employment relationships” for purposes of the limits on employment after retirement. Additional revisions have been made regarding the required monthly certified statement of employment.

A minor change at DBA(LEGAL) is from amended administrative rules and permits an employee to verify rather than sign his or her original service record.

**Insurance**

CRG(LEGAL), addressing annuities, has been revised to align with amended administrative rules and reorganized for a more appropriate flow. The revisions at CRD(LEGAL) have been made to incorporate other changes to administrative rules and to better match statute.

**Compensation**

***DEA(LOCAL) POLICY CONSIDERATIONS\****

\*The changes to this policy will only be applicable to districts that currently have language in their policy authorizing pay to employees during emergency closings or that have text addressing premium pay for employees required to work during an emergency closure.

We have revised this local policy to clarify the district's current policy provision on compensation payments to employees during emergency closings. The revised text creates a default for the board to pay employees for their regular duty schedule during a closing, but provides the board flexibility to decide otherwise through board action. In addition, the text requires the board, following a closure, to adopt a resolution or take other board action to establish the purpose and parameters for such payments.

For those districts with policies permitting premium pay during disasters, the text has been aligned with the current Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide (PAPPG). The PAPPG provides that FEMA determines eligibility for public assistance funding for overtime, premium pay, and compensatory time costs based on the district's written policy in place before the disaster, provided the local policy:

- Does not make the wage payments contingent on federal funding;
- Is applied uniformly regardless of whether there has been a presidential declaration of a disaster; and
- Has nondiscretionary criteria for when the district activates various pay types.

Based on that guidance, the policy revisions recommended in this update replace text limiting premium pay to a federally declared disaster and instead authorize premium pay during an emergency closing for a broader set of disasters, to include a disaster declared by a federal, state, or local official or the board.

Please note that the availability of funds for reimbursement after a disaster includes a case-by-case determination by FEMA based on all of the eligibility requirements in the PAPPG and law.

**Employee Conduct**

Additional provisions from the federal Drug-Free Workplace Act were included at DH(LEGAL) to provide a more complete explanation of the requirements.

***DI(LOCAL) POLICY CONSIDERATIONS***

With the changes at DH(LEGAL) described above and those made to DH(LOCAL) in Update 109, we recommend the deletion of DI(LOCAL), which addresses the drug-free awareness program.

***DHE(LOCAL) POLICY CONSIDERATIONS***

The recommended revisions in DHE(LOCAL), which addresses searches and alcohol/drug testing of employees, are to clarify that a district may remove from duty and require testing of an employee if there is reasonable suspicion that the employee is under the influence of alcohol or drugs used in violation of district policy. The new text also addresses consequences for an employee's refusal to comply with testing and for violation of the district's drug and alcohol policy.

Recent changes to SBEC rules prompted revisions to DHB(LEGAL) to clarify reportable employee misconduct and to require the report to address current employment status, including pending actions and whether law enforcement or another agency is involved.

**Counseling /  
Academic  
Guidance**

Provisions on academic counseling have been moved from EJ(LEGAL) to FFEA(LEGAL), which will now result in all counselor-related duties being housed in one code. Provisions on transcript and diploma notations that were previously at EJ(LEGAL) have been moved to EI(LEGAL).

**Certification**

Provisions on principal certification have been updated to provide a more complete explanation of the requirements.

**Student Issues**

**Attendance**

***FEA(LOCAL) POLICY CONSIDERATIONS***

A recommended revision to this local policy on compulsory attendance requires the district to excuse a student who is 17 years of age or older for up to four days during the student's enrollment in high school in order for the student to pursue enlistment in the armed services.

At FEB(LEGAL), the policy on attendance accounting, revisions have been made to better align the text with statute and to add appropriate cross-references.

**Physical Examinations / Immunizations**

Legally referenced policies on wellness and health services have been revised as follows:

- Spinal screening provisions have been updated at FFAA(LEGAL); and
- Provisions at FFAB(LEGAL) regarding immunization records have been revised to more accurately reflect current statute.

**Student Conduct**

To facilitate locating the appropriate policy when circumstances warrant, a note has been added to FFH(LEGAL), the legally referenced policy on sexual harassment, to provide a reference to FB(LEGAL), which addresses discrimination on the basis of disability, sex, and other protected characteristics.

FOF(LEGAL) includes additional information on requirements when expelling a student with a disability.

## 18-19 T-TESS Appraisers

Nancy Alvarez  
Starla Martin  
Sara Arrington  
Stacy Ceci  
Kaylyn Reedy  
Kimber Kincaid  
Russell McDaniel  
Misty Warrick  
David Wilson  
Lance Lemberg  
Lori Gibbs

# Celina Independent School District

# 2018-2019

## Appraisal Calendar

July 18						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
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29	30	31				

August 18						
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September 18						
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October 18						
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November 18						
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December 18						
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January 19						
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May 19						
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June 19						
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July 19						
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August 19						
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## Proposed

### Appraisal Timeline

New Employee Inservice

Inservice

T-TESS orientation/review completed by August 17

August 16 - First day of school

No formal observations

Holiday

September 28: Goal Setting and PD Plan due to appraiser.

All first year and first year to the district teachers goal setting meetings with campus admin complete.

Formal observations

April 15 - Summative Annual Report provided 10 working days before conferences.

May 2 - Summative or End of the Year Conferences must be complete. Every teacher must have an end of the year conference and summative evaluation.

May 8 - 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



## BASE CONTRACT FOR SUPPLY OF ELECTRICITY

This Base Contract for the Supply of Electricity ("**Base Contract**") (including any addendums thereto), together with any Transaction Confirmation for Supply of Electricity ("**Transaction Confirmation**") (including any attachments thereto, such as Exhibits A and A-1) as may be hereafter agreed to (each such combination of this Base Contract and a single Transaction Confirmation, collectively, an "**Agreement**"), is entered into by and between **TXU ENERGY RETAIL COMPANY LLC**, a Texas limited liability company ("**Seller**"), and **CELINA INDEPENDENT SCHOOL DISTRICT**, a Texas political subdivision ("**Buyer**"), and shall constitute the agreement for the supply of electricity to each TDSP Point of Delivery of Buyer set forth in Exhibit "A" of the applicable Transaction Confirmation. A condition precedent for the effectiveness of an Agreement shall be the execution of (i) this Base Contract and (ii) a separate Transaction Confirmation, including Exhibits A and A-1. Seller and Buyer may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

### I. DEFINITIONS

"**Agreement Term**" means the time period during which an Agreement is effective as specified in Article I of the applicable Transaction Confirmation.

"**Charges**" means the amount due to Seller under a Transaction Confirmation.

"**Code**" means the following:

For local governmental entities, Texas Local Government Code, Title 8, Chapter 271, Subchapter I, Sections 271.151 through 271.160, and any amendments thereto; and

For state governmental entities, Texas Government Code, Title 10, Chapter 2260, and any amendments thereto.

"**Covered Contract**" means the following:

For local governmental entities, a "Contract subject to this subchapter," as such phrase is defined in Section 271.151(2) of the Code; and

For state entities, a "Contract," as such phrase is defined in Section 2260.001(1) of the Code.

"**Contract Price**" has the meaning set forth in a Transaction Confirmation.

"**ERCOT**" means the Electric Reliability Council of Texas, Inc.

"**ESI ID**" means an Electric Service Identifier designation for a particular TDSP Point of Delivery.

"**POLR**" means the provider of last resort as designated by the PUCT.

"**Power**" means all of Buyer's non-residential electricity requirements for each of the Premise(s).

"**Premise**" means individually, and "**Premises**" means collectively, each parcel of real property and improvements identified on Exhibit A to the applicable Transaction Confirmation.

"**PUCT**" means the Public Utility Commission of Texas.

"**REP**" means a retail electric provider that is certified by the PUCT.

"**Seller Point of Delivery**" means the point where Seller's suppliers' conductors are connected to the applicable TDSP's conductors.

"**TDSP**" means a transmission and/or distribution provider under the jurisdiction of the PUCT that owns and maintains a transmission or distribution system for the delivery of energy.

"**TDSP Point of Delivery**" means the point where the applicable TDSP's conductors are connected to Buyer's conductors at or near Buyer's Premise(s).

**II. SUBJECT MATTER AND QUANTITY.** During an Agreement Term, Seller shall sell to Buyer and Buyer shall purchase from Seller all of Buyer's Power for the Premise(s) listed in Exhibit A to the applicable Transaction Confirmation. Seller shall cause delivery of the Power to the applicable Seller Point(s) of Delivery and Buyer shall receive the Power at the ESI ID(s) at the applicable TDSP Point(s) of Delivery. Subject to the other terms and conditions herein, in the event that during the Agreement Term Seller ever should fail to deliver sufficient quantities of electricity to the TDSP for delivery to Buyer, or fail to schedule the delivery of electricity to Buyer by the TDSP, Buyer and Seller recognize that (i) the TDSP, per the TDSP's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Buyer's needs and (ii) Seller shall settle with ERCOT, at no additional cost or expense to Buyer, with respect to the purchase of electricity to cover any such failure. Buyer shall use the Power only at the listed Premise(s). A Premise may have one or more TDSP Points of Delivery.

### III. SECURITY AND CREDIT REQUIREMENTS.

3.1 If at any time prior to the end of an Agreement Term (i) Seller, in its commercially reasonable opinion, determines that there has been a material adverse change in Buyer's or Buyer's parent's credit status or financial condition, (ii) Buyer becomes more than twenty (20) days in arrears in paying its bills under the Agreement (provided the unpaid amount is not a de minimis amount), or (iii) during any one hundred-twenty (120) day period of the Agreement Term Buyer becomes more than ten (10) days in arrears (provided the unpaid amount is not a de minimis amount) more than one (1) time, Seller may demand in writing Security from Buyer if it has not done so before, or an increase in the existing Security under the Agreement, in an amount and form reasonably acceptable to Seller under such Agreement up to a total amount equal to three (3) months of Buyer's payments under the Agreement and to the extent permitted by law.

3.2 (a) In addition, if at any time prior to the end of an Agreement Term Seller, in its commercially reasonable opinion, determines both that (A) there has been a material adverse change in Buyer's or Buyer's parent's credit status or financial condition and (B) Seller's Exposure (as defined below) exceeds twenty percent (20%) of the Threshold ("Threshold" being defined as the then remaining total revenue Seller is to obtain under the Agreement), then Seller may demand that Buyer submit to Seller one of the following (at Buyer's option as to which one), all in form and substance reasonably acceptable to Seller: (i) a cash deposit to Seller by Buyer, (ii) a guaranty from a credit support provider that is creditworthy, as determined in Seller's reasonable discretion, or (iii) a standby irrevocable letter of credit, from a financial institution reasonably acceptable to Seller. The amount of Performance Assurance from Buyer shall be equal to the lesser of (a) the amount by which Seller's Exposure exceeds twenty percent (20%) of the Threshold, or (b) three (3) months of Buyer's payments under the Agreement. (Items (i), (ii), and (iii) are collectively referred to as "Performance Assurance" from Buyer). "Seller's Exposure" means, for any date for which Seller's Exposure is calculated, an amount equal to the termination payment that would be payable from Buyer to Seller under the Agreement pursuant to Article 6.2 (a) of this Base Contract.

(b) Buyer shall provide to Seller any Security and/or Performance Assurance demanded pursuant to this Article III within five (5) business days of a request therefore. Seller shall return the Security, and accrued interest if a cash deposit was provided, to Buyer upon the earlier of (i) Seller's reasonable determination that such security is no longer necessary, or (ii) after the end of the Agreement Term after payment in full by Buyer of all amounts owed under the Agreement. Furthermore, in the event that Seller demanded Performance Assurance from Buyer due to Seller's Exposure exceeding twenty percent (20%) of the Threshold, Seller shall return the Performance Assurance, and accrued interest if a cash deposit was provided, to Buyer upon the earlier of (i) the end of the Agreement Term, (ii) whenever Seller's Exposure falls below twenty percent (20%) of the Threshold for any continuous ninety (90) calendar day period after receipt of the Performance Assurance, or (iii) whenever Buyer's or Buyer's parent's, whichever is applicable, credit status or financial condition has returned to the same or better status or condition that existed as of the date the Agreement was fully executed by Buyer.

3.3 All Security and/or Performance Assurance provided hereunder in the form of a cash deposit shall earn interest (until the deposit is returned) at a rate equal to the lesser of (a) the One Year Treasury Constant Maturity index published by the Federal Reserve Board as of the first auction date after January 1 of the applicable year or (b) the highest rate allowed by law.

#### **IV. CALCULATION AND PAYMENT OF CHARGES.**

4.1 Seller will invoice Buyer for the Charges listed in the applicable Transaction Confirmation for Power delivered to the Premise(s) during each monthly billing cycle of the Agreement Term. Following receipt of such invoice, Buyer shall pay Seller the Charges identified on each invoice on or before the end of the time period listed in Article III ("Billing") of the applicable Transaction Confirmation. Buyer shall notify Seller in writing on or before the due date if Buyer is withholding payment of any disputed portion of the Charges and shall include a list of specific reasons for the dispute; provided, however, that the undisputed portions of the Charges shall remain due and payable on the due date. If Buyer gives such notice of dispute, the Parties shall pursue diligent, good faith efforts to resolve the dispute during the thirty (30) calendar days following Seller's receipt of the notice. Any amount found payable (including interest) shall be paid within fifteen calendar days of the dispute being resolved. If the Parties are unable to resolve the dispute during the thirty (30) day period and it is subsequently determined that Buyer should pay Seller all or part of the disputed amount, Seller may require that Buyer pay interest on such past due amount from the date such payment was originally due until the same is paid. All past due amounts shall accrue interest at a rate equal to the lesser of (i) one percent (1%) above the "Prime Rate" as published on the first business day of July of Buyer's preceding fiscal year that does not fall on a Saturday or Sunday in the Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, or (ii) the highest rate allowed by law, from the date the payment was originally due until paid (including accrued interest).

4.2 (a) Seller reserves the right to allocate measured consumption to the applicable calendar month for any ESI IDs not installed with an interval data recorder ("IDR"), or for IDRs for which IDR information was not received by Seller in a usable format.

(b) If, for whatever reason, the proper meter readings are not communicated to Seller by the TDSP in time for Seller to prepare the invoice for the Charges for a monthly billing cycle, Seller shall have the right to invoice Buyer for a reasonable estimate of the quantity of the electricity consumed, and Buyer shall pay the Charges for the estimated amounts subject to any adjustments which may be necessary following the reading.

(c) It is recognized by the Parties hereto that ERCOT has established time periods for disputing and/or correcting certain matters related to the settlement of energy charges. Therefore, notwithstanding any other provisions of an Agreement, in the event of a dispute and/or possible correction, relating to an Agreement, which would involve a settlement with ERCOT that is barred by ERCOT (an "ERCOT Barred Issue"), then, to the extent that adjustment or settlement of such matter via the ERCOT energy settlement process cannot occur as a result of it being an ERCOT Barred Issue, the subject statement, invoice, notice or other matter that is at issue under such Agreement may not be adjusted, but only with respect to such ERCOT Barred Issue.

4.3 Except as may be prohibited by law, Seller, in its sole discretion, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR), upon 10 calendar days prior written notice to Buyer, direct the TDSP to disconnect electric service to the Premise(s) under an Agreement (i) upon expiration or termination of such Agreement for any reason, if Buyer has not executed a replacement agreement with Seller or switched to another electricity provider for the applicable Premise(s), or (ii) at any time thereafter, until Buyer either executes a replacement agreement with Seller or switches to another electricity provider for the applicable Premise(s). In any event, if Seller is ever determined to have been Buyer's electricity supplier for a period after the expiration or termination of an Agreement, then Seller may charge Buyer, as the Contract Price for Power utilized at such Premise(s) during such period, a price per kWh equivalent to Seller's then current "standard list price offer," and the other terms governing such sale shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement.

4.4 (a) If (i) Buyer changes any TDSP Point of Delivery for a Premise to a delivery service voltage level that is different than the voltage level in place for such TDSP Point of Delivery at the time the Agreement covering such Premise became effective, (ii) Buyer changes the existing electric meter at any TDSP Point(s) of Delivery for a Premise to a different size/capacity than the size/capacity in place at the time the Agreement covering such Premise became effective, (iii) Buyer causes the ERCOT Deemed Load Profile Type for any of its Premise(s) to change, or (iv) Seller's cost to serve Buyer under an Agreement is otherwise increased as a result of judicial, governmental, quasi-governmental (e.g., ERCOT) or regulatory action (including, but not limited to, actions with regard to congestion zones, nodal congestion, carbon cap/tax/trade/remediation, renewable energy sources or standards, etc.), then Seller may adjust the Contract Price under the affected Agreements in order to reflect the increased cost to Seller of serving Buyer thereunder as a result of any such change(s), so long as Seller is also adjusting the Contract Price of similarly situated customers of Seller. Seller shall provide Buyer with written notice of the adjustment to the Contract Price pursuant to this Section 4.4, along with a written explanation of the change that includes the effective date of the adjustment and the circumstances giving rise to the increased cost to Seller. Provided, however, in the event that Seller ever does so adjust the Contract Price under an Agreement pursuant to this Section 4.4, Buyer shall have the right, within thirty (30) calendar days after Seller's notice of such increase in the Contract Price, to terminate such Agreement upon thirty (30) calendar days prior written notice to Seller; provided further, however, in the event that Seller should sustain a loss in liquidating the remaining Power quantities under the Agreement as a result of Buyer exercising such right to terminate the Agreement, Buyer agrees to reimburse Seller the amount equal to the product of (I) the remaining quantities of electricity reflected on Exhibit A-1 after such termination multiplied by (II) the Contract Price minus the then current market value as reasonably determined by Seller. Such amount shall be due and payable on or before the date of Buyer's termination.

(b) During an Agreement Term, Buyer shall not consume electricity at any Premise(s) from any source (including self-generation) except for Power sold by Seller under an Agreement; however, Buyer may consume electricity from emergency generation during power outages at the Premise(s) and for purposes of testing such emergency generation.

4.5 If Buyer notifies Seller in writing of a justifiable concern regarding the accuracy of an invoice, Seller will make the records in its possession that are reasonably necessary to verify the accuracy of the bill available to Buyer during normal business hours. It is understood and agreed that such information and records provided under this Section 4.5 constitute Seller's proprietary and confidential information, the release of which could hinder or harm Seller's competitive position; therefore, such information and records are not intended to be subject to disclosure under the Texas Public Information Act (TPIA) and shall not be released by Buyer, unless (a) otherwise determined by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses information or records provided by Seller under this Section 4.5, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge is finally denied. All information and records provided hereunder constitute Seller's property and such information, records, and copies thereof, as well as all notes taken therefrom, shall be returned to Seller promptly after the resolution of the concerns regarding the accuracy of the invoice.

4.6 Buyer represents and warrants that as a political subdivision or agency of the State of Texas, it is exempt from state sales taxes pursuant to Section 151.309 of the Texas Tax Code. Seller may request a certificate of exemption from Buyer, and Buyer shall provide such certificate within a reasonable period of time. Thereafter, Seller, to the extent that it is not required to collect or pay such taxes, will not flow through the costs of such taxes hereunder to Buyer.

#### **V. ADDITION AND REMOVAL OF PREMISES.**

5.1 Buyer shall be entitled to add one or more Premise(s) (and associated electricity quantities as reasonably determined by Seller) to an existing Agreement by submitting a written request to add the Premise(s) on Seller's then current standard form for such a request and by agreeing to pay Seller an additional lump sum amount under such existing Agreement, the positive amount, if any, calculated as follows: the sum of (i) the product of (A) the kWh amount of electricity attributable to the additional Premise(s) for the remainder of the Agreement Term as reasonably determined by Seller (the "**Premise Addition Quantities**") multiplied by (B) the then current market based price of a kWh as reasonably determined by Seller minus the Contract Price under such existing Agreement plus (ii) Seller's reasonable costs incurred to perform the addition (such sum, the "**Premise Addition Payment**"). In such event, the additional Premise(s) and associated electricity quantities shall be added to the Agreement and thereafter shall be subject to the Charges, monthly usage tolerances, and other terms of such existing Agreement for the balance of the Agreement Term. Buyer shall pay Seller's invoice for each Premise Addition Payment on or before the end of the time period listed in Article III of the applicable Transaction Confirmation. In the alternative, Buyer shall have the option to enter into a new separate Agreement with Seller covering the additional Premise(s) at Seller's then-current market based prices. Buyer also shall have the right to contract for such additional Premise(s) with another REP, in lieu of adding the Premise(s) to an existing Agreement with Seller or covering the Premise(s) under a new Agreement with Seller.

5.2 Buyer may remove one or more, but not all, Premise(s) (and associated electricity quantities as reasonably determined by Seller) from an Agreement only if Buyer either (a) sells or leases such Premise(s) or (b) closes such Premise(s) for the remainder of the Agreement Term. Buyer shall provide Seller with thirty calendar days prior written notice (specifying each applicable Premise and the date of removal) if it intends to remove one or more Premise(s) from an Agreement. Unless Buyer sells or leases a removed Premise, as of the date of removal, to a purchaser or lessee who (x) first executes a new contract with Seller upon the same terms as Buyer's contract and (y) is creditworthy as determined by Seller in Seller's reasonable discretion, Buyer shall pay to Seller in respect of each such removed Premise the positive amount, if any, as follows: the product of (i) the kWh amount of electricity attributable to such Premise for the remainder of the Agreement Term as reasonably determined by Seller (the "**Premise Liquidated Quantities**") multiplied by (ii) the Contract Price under such Agreement minus ninety-five percent (95.0%) of the then-current market value of a kWh as reasonably determined by Seller (such product, the "**Premise Liquidation Payment**"). Buyer shall pay Seller's invoice for each Premise Liquidation Payment on or before the end of the time period listed in Article III of the applicable Transaction Confirmation.

#### **VI. REMEDIES UPON TERMINATION.**

6.1 A "**Material Breach**" of an Agreement means: (a) the failure of either Party to make any payment due to the other Party pursuant to the terms of such Agreement when such failure is not cured within 10 calendar days following written notice of such failure describing the breach in reasonable detail; (b) the failure of a Party to comply with any other material term of such Agreement when such failure is not cured within 30 calendar days following written notice of such failure describing the breach in reasonable detail; (c) a Party becomes or declares that it is bankrupt, or becomes or declares that it is the subject of any proceedings, or takes any action whatsoever, relating to its bankruptcy or liquidation, or is not generally paying its debts as they become due; (d) Buyer enters into another electricity supply agreement, with another party, that covers any Premise(s) during a time when such Premise(s) is covered by such Agreement; (e) Buyer sells, leases or subleases (unless Buyer retains responsibility as Buyer under the Agreement for such leased or subleased premises), or closes or otherwise conveys or assigns any of the Premise(s) under such Agreement, except as allowed under Article IV ("Special Provisions") of the applicable Transaction Confirmation, or Article V ("Addition and Removal of Premises") or Section 12.2 ("Assignment") hereof; (f) any representation of a Party hereunder is not true and correct in all material respects as of the date an Agreement is entered into; or (g) the failure of Buyer to timely pay security and/or Performance Assurance to Seller as may be required hereunder; or (h) Seller's failure to provide a monthly invoice to Buyer within sixty (60) days of receiving all necessary information when such failure is not cured within (30) calendar days following written notice of such failure. In the event of a Material Breach of an Agreement by either Party, the non-breaching Party may, in its sole discretion, and without prejudice to any other rights under such Agreement, at law or in equity, immediately terminate the Agreement.

6.2 (a) If Seller terminates an Agreement due to a Material Breach by Buyer, (i) Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered thereunder, except as may be prohibited by law, and (ii) within 30 calendar days following such termination, Buyer shall pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such Material Breach and termination, and all amounts Buyer owes Seller with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of

(I) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 (the "**Remaining Quantities**") multiplied by (II) the Contract Price under such Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement.

(b) If Buyer terminates an Agreement due to a Material Breach by Seller, (i) Buyer shall have the right to select any other REP as its electricity provider, and (ii) within thirty (30) calendar days following such termination, Seller shall pay Buyer, in addition to all reasonable direct costs and expenses incurred by Buyer as a result of such Material Breach and termination, the positive amount, if any, calculated as follows: the product of (A) the Remaining Quantities multiplied by (B) the current market cost of a kWh, minus the Contract Price. The current market cost in this instance shall mean the per kWh price Buyer would have to pay if entering into a commercially competitive contract with another REP for the same quantities and ESI IDs, and the remaining term after the early termination date through the end of the Agreement Term. The price offered by the POLR, or any REP's standard list price offer (or other similar pricing), shall not be used to calculate the Buyer's damages.

6.3 The Parties agree that if (i) Buyer is unable to allot or appropriate sufficient funds for Buyer's fiscal year(s) that follow the initial fiscal year of an Agreement Term to continue the purchase of the total quantity of electricity covered by the Agreement, and (ii) otherwise has no legally available funds for the purchase of electricity, Buyer may terminate the Agreement at the end of Buyer's then current fiscal year by (a) giving Seller ninety (90) calendar days written notice to Seller and (b) enclosing therewith a sworn statement that the foregoing conditions exist. In this sole event, Buyer shall not be obligated to make contract payments under the Agreement beyond the end of the then current fiscal year. Notwithstanding the foregoing, Buyer covenants and represents to Seller that upon the execution of each Agreement (a) Buyer has budgeted and has available sufficient funds to comply with its obligations under the Agreement for the current fiscal year, (b) there are no circumstances presently affecting Buyer that could reasonably be expected to adversely affect its ability to budget funds for the payment of all sums due under the Agreement, (c) Buyer believes that funds can be obtained in amounts sufficient to make all contract payments during the full Agreement Term and intends to make all required contract payments for the full Agreement Term, (d) Buyer covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which contract payments may be made, specifically, including in its annual budget requests amounts sufficient to make contract payments for the full Agreement Term, (e) Buyer will not give priority in the appropriation of funds for the acquisition or use of additional energy services, (f) if any funds are appropriated for electricity costs, such funds shall be applied first to the cost of electricity to be provided pursuant to the Agreement and that any such funds shall not be used to pay for electric power from any other electric power provider for the accounts covered in the Agreement, and (g) Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. As of the termination date of an Agreement under this Section 6.3, Seller shall have no further duty to supply electricity to Buyer under such Agreement and Buyer shall move service for Buyer's Premises to another REP or the POLR on the date of termination for non-appropriation.

6.4 If Buyer uses its inherent powers as a governmental entity under the provisions of Articles VII, X, or in any other manner to circumvent the intent or terms and provisions of the Agreement, Buyer shall be responsible for contract damages caused by such action.

**VII. FORCE MAJEURE.** If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the claiming Party (other than the obligations to pay any amounts arising prior to the Force Majeure event) shall be suspended, for the duration of such Force Majeure event, to the extent made necessary by such Force Majeure event. The term "**Force Majeure**" shall mean any act or event that is beyond the claiming Party's control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation, the failure of the TDSP to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure that affects Seller's ability to effectuate delivery of power to the applicable ERCOT Hub, resulting in Buyer failing to receive electricity at its Premise(s). The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible, and shall take all reasonable measures to reduce as much as practicable the duration of such Force Majeure event. Force Majeure shall not include (a) the opportunity for Seller to sell the electricity to be sold under the Agreement to another party at a higher price than that set forth in the Agreement, (b) the opportunity for Buyer to purchase electricity for its Premise(s) from another party at a lower price than that set forth in the Agreement, or (c) the inability of either Party to pay its obligations under the Agreement or any other of its obligations or debts as they become due, or (d) Seller's inability to procure electricity at a price less than the Contract Price for reasons other than an event of Force Majeure or (e) failure of Seller's supplier's generation for reasons other than an event of Force Majeure that affects Seller's ability to effectuate delivery of power to the applicable ERCOT HUB.

#### **VIII. WARRANTIES AND LIMITATIONS OF LIABILITIES.**

8.1 SELLER HEREBY WARRANTS TO BUYER THAT AT THE TIME OF DELIVERY OF ELECTRICITY HEREUNDER IT WILL HAVE GOOD TITLE AND/OR THE RIGHT TO SELL SUCH ELECTRICITY, AND THAT SUCH ELECTRICITY WILL BE FREE AND CLEAR OF ALL LIENS AND ADVERSE CLAIMS. TITLE WILL PASS TO BUYER AT THE TDSP POINT OF DELIVERY. **EXCEPT AS PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 8.1, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BUYER WAIVES ALL SUCH WARRANTIES.**

8.2 **ANY LIABILITY UNDER AN AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH AN AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. ANY PAYMENT TO WHICH SELLER IS ENTITLED UNDER AN AGREEMENT SHALL CONSTITUTE A BALANCE DUE AND OWED UNDER THE AGREEMENT.**

**IX. NOTICES.** All notices required or permitted under an Agreement shall be in writing and shall be deemed to be delivered (a) when (i) deposited in the United States mail (first class as to all notices other than disconnection, termination and/or material breach notices, and registered or certified as to all disconnection, termination and/or material breach notices), postage prepaid or (ii) deposited with an overnight delivery service, prepaid, to Buyer's address or Seller's address as shown in the applicable Transaction Confirmation, or to such address as

either Party may from time to time designate as its address for notices hereunder, or (b) in the case of hand delivery, when delivered to a representative of either Party by or on behalf of the other Party.

#### **X. APPLICABLE LAW AND REGULATIONS.**

10.1 The applicable Tariff(s) for Retail Delivery Service of the appropriate TDSP(s) serving Buyer's Premise(s) is incorporated herein to the same extent as if fully set forth herein.

10.2 All Agreements are subject to, and both Parties agree to obey and comply with, all applicable laws, regulations, rules and orders. However, notwithstanding the foregoing, both Parties agree that, to the fullest extent allowed by law, (a) it is their intention to agree to terms and conditions different from those set forth in the PUCT's "Customer Protection Rules for Retail Electric Service" as amended, or as may be amended in the future (the "**Customer Rules**"), currently beginning with Section 25.471 of the PUCT's Substantive Rules Applicable to Electric Service Providers; (b) in the event that there is any conflict between the terms contained in an Agreement and the Customer Rules, the Agreement shall control; and (c) each Party has expressly acknowledged that certain terms and conditions addressed in the Customer Rules may not be provided for or referred to in an Agreement, and, in such event, it is the intent of the Parties that such terms and conditions are not applicable to the Parties.

10.3 In the event a judicial, governmental, regulatory, or quasi-governmental decision or order, a new law or regulation, or a change in law or regulation (i) renders illegal or unenforceable the pricing (or components thereof) under an Agreement, or (ii) materially and directly adversely affects a Party's ability to perform its material obligations under an Agreement to the extent that the performance of such obligations would be illegal or unenforceable, then (except as to those events covered by Section 4.4 (a) hereof) the Party that is adversely affected shall have the right to notify the other Party, within forty-five (45) calendar days after becoming aware of such detrimental change. Upon any such notification, the Parties shall use commercially reasonable efforts to negotiate a modification of the Agreement so as to mitigate the impact of the event. If, after thirty (30) calendar days beyond the date of notice, the Parties have been unable to negotiate a mutually satisfactory modification to the terms of the Agreement, the adversely affected Party shall have the right to terminate the Agreement upon ten (10) calendar days prior written notice to the other Party, given within sixty (60) calendar days after the date of the original notice hereunder. In the event of such a termination, the Parties agree to settle as follows: (a) if Seller is the terminating Party, then if the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities (as defined in Section 6.2(a) above) is greater than the Contract Price, Seller shall pay to Buyer the product of (i) the Remaining Quantities multiplied by (ii) such market value minus the Contract Price; (b) if Buyer is the terminating Party, then if the Contract Price is more than the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities, then Buyer shall pay to Seller the product of (i) the Remaining Quantities multiplied by (ii) the Contract Price minus such market value; provided, however, if the detrimental change results in both Parties being an adversely affected Party entitled to terminate the Agreement pursuant to this Section 10.3, then in the event of a termination under this Section 10.3, there shall be no settlement payment from one Party to the other with regard to the remaining unused Power quantities.

10.4 The Parties hereby acknowledge and agree that each Agreement is a Covered Contract subject to all provisions of the Code (unless preempted by other applicable law), that Buyer is either a local governmental entity or a unit of state government, each as defined in the Code, with the authority to enter into each Agreement, and that each Agreement will be properly approved and executed.

10.5 TXU hereby verifies that it does not boycott Israel and it will not boycott Israel during the term of this Agreement. For purposes of this verification "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TXU hereby verifies that at the time of execution of this Agreement, it does not appear on any of the lists prepared and maintained Sections 806.051, 807.051 or 2252.153 of the Texas Government Code.

#### **XI. RESPONSIBILITY.**

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to the full extent allowed by law, to and shall hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under an Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall hold harmless Buyer, its officials, associates, employees, servants, and agents (collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under an Agreement.

#### **XII. MISCELLANEOUS.**

12.1 **UCC. THE PARTIES AGREE THAT THE PROVISIONS OF ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) SHALL APPLY TO ALL AGREEMENTS HEREUNDER, IRRESPECTIVE OF WHETHER SUCH TRANSACTIONS ARE DEEMED TO BE A SALE OF GOODS OR THE PROVIDING OF A SERVICE; HOWEVER, IN THE EVENT OF A CONFLICT, THE TERMS AND PROVISIONS OF AN AGREEMENT SHALL CONTROL OVER THOSE CONTAINED IN THE UCC. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL IMPLIED RIGHTS RELATING TO FINANCIAL ASSURANCES ARISING FROM SECTION 2-609 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) OR APPLICABLE CASE LAW APPLYING SIMILAR DOCTRINES, ARE HEREBY WAIVED.**

12.2 **Assignment.** Neither Party may assign an Agreement in whole or in part without first obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld; provided that (a) Seller may without obtaining Buyer's prior consent, assign an Agreement to any REP, that has received all necessary ERCOT and PUCT approvals/certifications and which has an equal or better credit rating as

Seller, and agrees to be bound by the terms and conditions of the Agreement, and (b) Seller will not withhold its consent if Buyer makes assignment to a party who in Seller's reasonable opinion is creditworthy. Any assignment of an Agreement by Buyer must be in conjunction with a conveyance of legal title (fee or leasehold, as the case may be) to all of the Premises to a single entity. Each Agreement shall inure to and be binding upon the Parties hereto, and their respective successors and assigns; provided that, if a Party makes an assignment of an Agreement in accordance herewith, the other Party hereby agrees that the assigning party is released from its future obligations under the Agreement.

**12.3 Entirety of Agreement.** The Parties each acknowledge that they are relying on their own judgment and it is their intention that each Agreement (i) shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and (ii) supersedes, and the Parties hereby expressly disclaim any reliance upon, all prior discussions and agreements between the Parties hereto, whether written or oral, as to the subject Premise(s). Both Parties have agreed to the wording of each Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. An Agreement may not be modified or amended except in writing, duly executed by the Parties hereto.

**12.4 Waiver of Rights.** A waiver by either Party of any breach of an Agreement, or the failure of either Party to enforce any of the terms and provisions of an Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement. Except to the extent necessary to enforce Seller's rights under an Agreement and to the extent allowed by law, including but not limited to the Code, nothing in the Agreement shall constitute or be interpreted to constitute a waiver of Buyer's statutory and common-law immunity defenses, including sovereign and/or governmental immunity and qualified and/or official immunity; it being intended that such immunities shall in all respects be preserved except as otherwise provided herein.

**12.5 Third Party Beneficiary/Rights.** Nothing in an Agreement shall create, or be construed as creating, any express or implied benefits or rights in any person or entity other than the Parties.

**12.6 Survival.** No termination or cancellation of an Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to hold harmless, obligations to pay for electricity taken, and obligations for any breaches of contract.

**12.7 Confidentiality.** Seller acknowledges that Buyer is a governmental body that is subject to the TPIA, which requires Buyer to release upon request any information that is defined as public absent a ruling from the Texas Attorney General's Office. Subject to the TPIA or any other court order, rule or regulation requiring disclosure, Buyer agrees to keep all terms and provisions of each Agreement, and any information and records in Buyer's possession that are provided under each Agreement, confidential and not to disclose the terms of the same to any third parties without the prior written consent of Seller. It is understood and agreed that the foregoing constitutes proprietary and confidential information of Seller, the release of which could hinder or harm Seller's competitive position, and therefore is not intended to be subject to disclosure under the TPIA and shall not be released by Buyer, unless (a) determined otherwise by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses the foregoing information, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge has been finally denied.

**12.8 Forward Contract.** Each Agreement constitutes a "forward contract" as defined in Section 101(25) of the U.S. Bankruptcy Code ("**Bankruptcy Code**"). The Parties agree that (a) Seller is a "forward contract merchant" as defined in Section 101(26) of the Bankruptcy Code, (b) the termination rights of the Parties will constitute contractual rights to liquidate transactions, (c) any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code, and (d) Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code shall apply to the Parties.

**12.9 Representations and Warranties.** Buyer hereby represents and warrants to Seller as follows: (a) Buyer is legally authorized to change the REP for all of the Premises, (b) Buyer's execution and delivery of an Agreement does not, and the performance by Buyer of its obligations thereunder will not, violate any contract or agreement to which Buyer is a party or pursuant to which its assets are bound, and (c) each Agreement is a valid and binding obligation of Buyer, enforceable against it in accordance with its terms. Upon execution of each Agreement, Buyer authorizes Seller to become Buyer's REP for the Agreement Term as to the Premise(s) covered by such Agreement and to act as Buyer's agent for the sole purpose of effecting any such change in REP, if necessary. Seller hereby represents and warrants to Buyer as follows: (x) Seller's execution and delivery of an Agreement does not, and the performance by Seller of its obligations thereunder will not, violate any contract or agreement to which Seller is a party or pursuant to which its assets are bound, (y) Seller is a properly licensed REP with the PUCT; and (z) each Agreement is a valid and binding obligation of Seller, enforceable against it in accordance with its terms. Buyer hereby further represents and warrants to Seller that (a) Buyer is authorized by statute or the constitution to enter into each Agreement, and (b) the Agreement has been properly approved and executed. If any of Buyer's representations or warranties are untrue when made or fail to be true at all times during an Agreement Term, Buyer shall bear full responsibility for all resulting costs and damages.

**12.10 Further Assurances.** Buyer and Seller agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party, which are not inconsistent with the provisions of an Agreement and which do not involve the assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

**12.11 Headings.** The headings included throughout this Base Contract are inserted solely for convenience and reference purposes only and shall not be construed or considered in interpreting any terms or provisions of an Agreement.

**12.12 Severability.** If any provision in an Agreement is determined to be invalid, void, or unenforceable by any governmental authority having jurisdiction, then such determination will not invalidate, void, or make unenforceable any other provision or covenant in the Agreement.

12.13 **Applicable Law.** ALL AGREEMENTS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES WHICH OTHERWISE MIGHT BE APPLICABLE. THE PARTIES RECOGNIZE THAT THE AGREEMENTS ARE PERFORMABLE IN PART IN DALLAS COUNTY.

12.14 **Dispute Resolution.** For state governmental entities: Unless preempted by other applicable law, the dispute resolution process provided for in the Code shall be used by Buyer and Seller to resolve any dispute arising under an Agreement. The dispute resolution process provided for in the Code shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Seller under the Agreement. If Seller's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in the Code. To initiate the process, Seller shall submit written notice, as required by subchapter B of the Code, to Buyer in accordance with the notice provisions in the Agreement. Compliance by Seller with the Code is a condition precedent to the filing of a contested case proceeding under the Code.

The contested case process provided in the Code is Seller's sole and exclusive process for seeking a remedy for an alleged breach of an Agreement by Buyer if the Parties are unable to resolve their disputes in the ordinary course of business. Compliance with the contested case process provided in the Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of an Agreement by Buyer nor any other conduct of any representative of Buyer relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For local and county governmental entities: [Intentionally Deleted]

12.15 **Contract Execution; Counterparts; Original Documents.** Each Party agrees that each Agreement, as well as any amendments thereto, may be executed in multiple counterparts and by facsimile or other electronic transfer of an originally signed document, each of which will be as binding on the Party or Parties as an original document. Each Party understands and agrees that such facsimiles or other electronic transmissions shall be deemed to constitute the original of such documents, and that any objections that they do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.

12.16 **Telephonic Recording of Transactions.** Buyer and Seller agree that they may enter into a Transaction Confirmation, or any price conversion (if applicable) thereunder, through their oral or written agreement. Buyer and Seller hereby consent to the creation of an audio tape or other electromagnetic recording (each, a "**Recording**") of all telephone conversations between the Parties. Buyer and Seller agree that Recordings shall be retained in confidence, secured from improper access, and may be introduced in any proceeding relating to such transaction hereunder as evidence of the terms of such transaction. Buyer and Seller agree and hereby waive any further notice of Recordings. Without limiting the foregoing, Buyer and Seller further waive any objections to the validity or enforceability of such Recordings for the purposes recited above, based upon: (a) whether certain agreements are to be in writing or signed by the Party bound thereby, or (b) the admissibility of the terms of a transaction into evidence in any dispute between the Parties under the applicable rules of evidence. Seller will provide Buyer written terms for each such transaction confirmed via a Recording. Buyer agrees to promptly review such written terms and notify Seller of disagreement therewith. If there is a conflict between the terms as quoted and agreed upon in the Recording and such written terms, the Recording shall control. It is understood and agreed that each Recording constitutes proprietary and confidential information of Seller, the release of which could hinder or harm Seller's competitive position. In the event that any Recording is subject to a request for information under the TPIA, such Recording shall be subject to the same confidentiality requirements set forth in Section 12.7 of this Base Contract.

12.17 **Termination of Base Contract.** Either Party may terminate this Base Contract at any time by providing at least 30 days prior written notice to the other Party; provided, however, in no event shall any such termination take effect until the termination or expiration of all Agreements hereunder.

12.18 **Prior Base Contract(s).** This Base Contract for Supply of Electricity shall supersede and replace any Base Contract for Supply of Electricity between the parties dated prior to the date of this Agreement.

12.19 **Attorneys' Fees.** In any litigation to enforce the terms of an Agreement, the prevailing party is entitled to recover its reasonable and necessary attorneys' fees from the non-prevailing party to the extent provided by Texas law.

The Parties have signed this Base Contract for Supply of Electricity document, acknowledging their agreement to its provisions as of August 16, 2018.

**CELINA INDEPENDENT SCHOOL DISTRICT**

**TXU ENERGY RETAIL COMPANY LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gabriel R. Castro  
Title: Vice President

"Buyer"

"Seller"

## Transaction Confirmation for Supply of Electricity



Quote Number:	S0183403	Product:	Fixed Price Hub Unlimited Swing
Business Partner #:	0020123845		
Buyer:	Celina Independent School District 205 S COLORADO ST CELINA, TX 75009-6441	Seller:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 1-W-1 Irving, Texas 75039 Attn: Retail Contract Administration
Phone:	(972) 382-2751	Fax:	
		Phone:	(866) 576-6745
		Fax:	(972) 556-6108

<b>I. Term</b>	<b>Primary Term:</b> The Primary Term for each Premise will begin on the first meter read, and end on the first regularly scheduled meter read, for each Premise occurring on or after the dates listed below in compliance with the Base Contract for Supply of Electricity.		
	<b>Primary Term Start Date:</b> January 1, 2020	<b>Primary Term End Date:</b> May 31, 2024	

II. Charges	Charge Type	Amount (Monthly Charges will be the total of the items listed in this Article II.)
	i. All kWh Charge (the per kWh "Contract Price")	<p>\$0.0387638 per kWh</p> <p>The All kWh Charge includes charges for the commodity (including the price impact, if any, resulting from the implementation of the Operating Reserve Demand Curve ("ORDC")), Energy (shaped), Ancillary Services, Qualified Scheduling Entity Charges, Renewable Energy Credit Charges, Reliability Must Run ("RMR"), Reliability Unit Commitment ("RUC"), Line Losses (TDSP), Market Clearing Price for Capacity, ERCOT Administration Fee/ISO Fees, Unaccounted for Energy ("UFE") as defined and specified in the ERCOT Protocols and the applicable TDSP's Tariff in effect as of the date of this Agreement. It will also include the settlement charges to the applicable ERCOT Hub, but will exclude settlement charges for Congestion to the applicable ERCOT Load Zone (i.e., excludes the difference between the applicable ERCOT Hub price and the applicable ERCOT Load Zone price for each fifteen (15) minute interval/block of time contained in the applicable contract billing month) which will be passed through to Buyer without markup by Seller* pursuant to "(v) Other Charges" below.</p> <p>.....</p> <p><b>*Buyer should be aware that the Hub to Load Zone settlement differential per interval potentially could be very volatile, with effectively no cap or limitation on how high such interval costs can go. Market and other conditions potentially could result in significant increases in such costs for extended periods of time for which Buyer nevertheless will remain responsible for paying. Seller has not provided and is not providing under this transaction any risk management or hedges in conjunction with the costs associated with this Hub to Load Zone settlement differential.</b></p> <p>The Aggregator/Third Party Fee listed below is also included as a part of this All kWh Charge.</p>
	ii. Excess Usage	Not Applicable
	iii. Under Usage	Not Applicable
	iv. Standing Charge	The sum of the Monthly Standing Charges for all ESI IDs as listed in Exhibit A.
	v. Other Charges	<b>Varies by ESI ID throughout the Term.</b> All charges, other than those listed above or below, imposed upon Seller or Buyer by the TDSP or another Party that are allowed or required by the PUCT, ERCOT, or any other governmental or regulatory authority, on or with respect to the acquisition, sale, delivery, and purchase of the Power.
	vi. Taxes	<b>Varies by ESI ID throughout the Term.</b> All taxes imposed by any governmental or regulatory authority on the acquisition, sale, delivery, and purchase of the Power. Includes, but is not limited to, Seller's Texas Gross Receipts Tax and Public Utility Commission Assessment on the acquisition, sales, delivery, or purchase of the Power.
	vii. Aggregator/Third Party Fee	The pricing under this Agreement reflects a payment to The Interlocal Purchasing System ("TIPS"), of which Buyer is a member, which payment is made pursuant to The Vendor Agreement (TIPS RFP 170603 Retail Electric Power) between Seller and TIPS facilitating the concluding of this transaction between Buyer and Seller.
<b>III. BILLING</b>	<b>Payment Terms:</b> Net 30 days from the date of the invoice via CHECK	

<b>IV. SPECIAL PROVISIONS</b>	<p><b>INITIAL SECURITY:</b> Not Applicable</p> <p><b>SECURITY AND CREDIT REQUIREMENTS</b> Section III. Security and Credit Requirements of the Base Contract shall be intentionally deleted with respect to this Agreement for the term of this Agreement.</p> <p><b>TXU ENERGY GREENBACK PROGRAM</b> As a result of executing this Transaction Confirmation for the Supply of Electricity (Transaction Confirmation), Buyer is eligible to participate in Seller's Greenback Program and receive up to a total of \$2,300.00 in rebates for qualifying energy efficiency work performed and completed at Buyer's Premises <b>after execution of this Transaction Confirmation</b>. Funds will be available starting on the Primary Term Start Date and documentation for all such work must be submitted to Seller within one year of this date (i.e., Buyer must provide all appropriate documentation to Seller, in the form of invoices and/or contracts for all completed qualifying energy efficiency work, on or before such date or the remaining unpaid rebates will expire at that time). Seller shall have the right to audit Buyer's facilities to verify any energy efficiency work submitted for the payment of rebates. The foregoing shall not be construed to relieve Buyer from its obligation to purchase monthly contract quantities as otherwise provided in this Agreement.</p> <p><b>REPRESENTATIONS</b> Seller represents that this Agreement, pursuant to the award to TXU Energy as a result of the TIPS RFP 170603 Retail Electric Power, complies with the terms and conditions contained in a separate agreement between Seller and TIPS.</p> <p><b>EXECUTION</b> Buyer and Seller each agree that this Transaction Confirmation may be executed by written or electronic signature and may be delivered by facsimile or other electronic transfer in multiple counterparts, each of which will be as binding on the Buyer or Seller as an original document. Buyer and Seller each understand and agree that such facsimiles or other electronic transmissions shall be deemed to constitute the original of such documents, and that any objections that they do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Buyer and Seller.</p>
<b>V. BASE CONTRACT</b>	<p>Buyer acknowledges that it has previously been furnished with a Base Contract for Supply of Electricity ("Base Contract"), which is an integral part of the Agreement to which this Transaction Confirmation applies. In the event that Buyer has not executed the Base Contract as of the time of Buyer's execution of this Transaction Confirmation, then Buyer's execution of this Transaction Confirmation shall be deemed to be Buyer's ratification, adoption and acceptance of the Base Contract as last provided by Seller. Exhibits A &amp; A-1 and other attachments, as applicable, are incorporated herein by reference.</p>

Buyer Legal Name: Celina Independent School District, a Texas political subdivision	Seller Legal Name: TXU Energy Retail Company LLC, a Texas limited liability company
By (Name of General Partner or Agent if applicable):  Its General Partner	
Buyer Signature:	Seller Signature:
Officer's Printed Name:	Officer's Printed Name: Gabriel R. Castro
Title:	Title: Vice President
Date:	Date:

# Exhibit A – Point of Delivery Listing



**Legal Name:** Celina Independent School District

**Quote:** S0183403

TDSP	ESI ID	ESI ID Address	Congestion Zone	Meter Cycle	Special Start Date	Special End Date	Profile	Meter Type	Standing Charge	ESI Peak KW
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004764499	550 S UTAH ST CELINA TX 75009-6493	North	13			BUSLOLF	NIDR	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007524909	205 S COLORADO ST CELINA TX 75009-6441	North	15			BUSNODEM	AMSR	\$0.00	6
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001386227	503 E PECAN ST BLDG C CELINA TX 75009-6292	North	15			BUSLOLF	AMSM	\$0.00	85
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001386289	706 E PECAN ST CELINA TX 75009-6110	North	15			BUSLOLF	AMSM	\$0.00	190
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001397449	205 S COLORADO ST POLE CELINA TX 75009-6441	North	15			BUSLOLF	AMSM	\$0.00	82
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001386351	503 E PECAN ST CELINA TX 75009-6292	North	15			BUSNODEM	AMSR	\$0.00	1
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001388335	507 E MALONE ST CELINA TX 75009-6281	North	15			BUSLOLF	AMSM	\$0.00	160
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001399402	ELM S OF MIDDLE SCH CELINA TX 75009	North	15			BUSNODEM	AMSR	\$0.00	2
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004575205	706 E PECAN ST GRDL CELINA TX 75009-6195	North	15			NMLIGHT	UNMT	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004701096	701 E PECAN ST GRDL 1 CELINA TX 75009-6256	North	15			NMLIGHT	UNMT	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004701127	701 E PECAN ST GRDL 1 CELINA TX 75009-6256	North	15			NMLIGHT	UNMT	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004728097	710 E PECAN ST GRDL 1 CELINA TX 75009-6195	North	21			NMLIGHT	UNMT	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006006498	710 E PECAN ST GRDL CELINA TX 75009-6195	North	21			NMLIGHT	NIDR	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006224583	710 E PECAN ST BLDG B CELINA TX 75009-6195	North	15			BUSLOLF	AMSR	\$0.00	15
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006367214	706 E PECAN ST CELINA TX 75009-6195	North	15			BUSNODEM	AMSR	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006425122	00000 PECAN CELINA TX 75009-0000	North	15			BUSNODEM	AMSR	\$0.00	11
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006626901	501 E PECAN ST CELINA TX 75009-6292	North	15			BUSMEDLF	AMSR	\$0.00	11

ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006734641	710 E PECAN ST BLDG PTBL CELINA TX 75009-6195	North	15			BUSNODEM	AMSM	\$0.00	13
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006782598	550 S UTAH ST CELINA TX 75009-6493	North	15			BUSMEDLF	AMSM	\$0.00	255
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006910039	710 E PECAN ST BLDG AG CELINA TX 75009-6195	North	15			BUSMEDLF	AMSM	\$0.00	18
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007255612	701 E PECAN ST BLDG 4 CELINA TX 75009-6256	North	15			BUSNODEM	AMSR	\$0.00	2
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007266539	710 E PECAN ST CELINA TX 75009-6195	North	15			BUSLOLF	AMSM	\$0.00	180
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007524971	205 S COLORADO ST CELINA TX 75009-6441	North	15			BUSNODEM	AMSR	\$0.00	3
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007691177	503 E PECAN ST STE D CELINA TX 75009-6292	North	15			BUSLOLF	AMSM	\$0.00	67
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007922050	FOOTBALL FLD CELINA TX 75009-0000	North	15			BUSNODEM	AMSM	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008325561	200 S LOUISIANA ST STE 130 CELINA TX 75009-6450	North	15			BUSNODEM	AMSR	\$0.00	6
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008325592	200 S LOUISIANA ST STE 140 CELINA TX 75009-6450	North	15			BUSNODEM	AMSR	\$0.00	10
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008335714	701 E PECAN ST BLDG MTR CELINA TX 75009-6256	North	15			BUSIDRRQ	IDR	\$0.00	289
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008921490	126 N PRESTON RD CELINA TX 75009-0000	North	15			BUSNODEM	AMSR	\$0.00	2

Total Number of Points of Delivery = 29

Total Peak kW = 1,408

Total Monthly Standing Charges = \$0.00

**ESI ID ACKNOWLEDGEMENT**

Buyer represents and warrants that each and every ESI ID and Premise listed in this Exhibit A primarily serves Buyer’s commercial non-residential purposes, and that all information listed therein (including the Monthly Contract Usage Quantities on Exhibit A-1) is accurate and correct. Buyer agrees to bear all responsibility, liability, and associated costs with regard to (i) the foregoing representation and warranty, as well as (ii) any missing ESI IDs not listed in Exhibit A, and/or ESI IDs erroneously listed on Exhibit A.

In the event this Exhibit A contains temporary placeholder ESI ID numbers (typically denoted by “TPH” at the beginning of the ESI ID number) for contracted future Buyer ESI IDs, then (i) Buyer shall give Seller at least thirty (30) days prior written notice of the date that each such ESI ID will be energized as a Buyer ESI ID (i.e., when Buyer will begin utilizing the applicable facility located at Buyer’s Premise), (ii) Seller will not be obligated to serve any such ESI ID under the Agreement until, at the earliest, after the expiration of at least thirty (30) days after Buyer’s written notice has been given to Seller, and (iii), in any event, Buyer’s giving, or failure to give, timely notice to Seller shall not affect Buyer’s obligation, under the Agreement, to be responsible for all volumes contracted for under the Agreement as reflected on Exhibit A-1.

# Exhibit A-1 – Monthly Contract Quantities



**Legal Name:** Celina Independent School District

**Quote:** S0183403

**Total Contract kWh:** 12,037,055

Period*	Contract Quantities (kWh)
1/1/2020	96,352
2/1/2020	154,256
3/1/2020	143,249
4/1/2020	150,393
5/1/2020	248,328
6/1/2020	293,460
7/1/2020	330,843
8/1/2020	353,798
9/1/2020	305,811
10/1/2020	248,324
11/1/2020	183,614
12/1/2020	186,203
1/1/2021	186,515
2/1/2021	154,256
3/1/2021	143,249
4/1/2021	150,393
5/1/2021	248,328
6/1/2021	293,460
7/1/2021	330,843
8/1/2021	353,798
9/1/2021	305,811
10/1/2021	248,324
11/1/2021	183,614
12/1/2021	186,203
1/1/2022	186,515
2/1/2022	154,256
3/1/2022	143,249
4/1/2022	150,393
5/1/2022	248,328
6/1/2022	293,460
7/1/2022	330,843
8/1/2022	353,798
9/1/2022	305,811
10/1/2022	248,324
11/1/2022	183,614
12/1/2022	186,203
1/1/2023	186,515
2/1/2023	154,256
3/1/2023	143,249
4/1/2023	150,393
5/1/2023	248,328
6/1/2023	293,460
7/1/2023	330,843

8/1/2023	353,798
9/1/2023	305,811
10/1/2023	248,324
11/1/2023	183,614
12/1/2023	186,203
1/1/2024	186,515
2/1/2024	154,256
3/1/2024	143,249
4/1/2024	150,393
5/1/2024	248,328
6/1/2024	105,301

Total Number of Periods = 54

\* The first and/or last period(s) may reflect partial month volumes based on beginning and ending meter read cycles

**2018-2019**



# **Memorandum of Understanding**

*Collin County Juvenile Probation  
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 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 districts alternative education program. The student may be subject to expulsion for serious 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 7:45 a.m. on each day that school is in session according to JJAEP Calendar. Transportation home shall begin at 3:00 p.m.; all students should be picked up by 3:30 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 175 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 2018-2019 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 "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.

## **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 Districts are required to initiate truancy prevention measures on a student on the third unexcused absence within a four-week period. 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 months 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” students 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 31<sup>st</sup> 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 417<sup>th</sup> 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, 2019
- 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 \_\_\_20th\_\_\_ day of \_\_\_July\_\_\_\_\_, 2018

\_\_\_\_\_  
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

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Farmersville Independent School District

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Frisco Independent School District

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Lovejoy Independent School District

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McKinney Independent School District

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Melissa Independent School District

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Plano Independent School District

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Princeton Independent School District

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Prosper Independent School District

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Royse City Independent School District

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Wylie Independent School District

2018-2019 School Year  
Student Fee Schedule JJAEP

	Regular Ed	Special Ed
Title 5	80.00	86.00
Mandatory	86.00	86.00
Discretionary	107.00	107.00
Self Contained	118.00	118.00
Serious Misbehavior	115.00	115.00



August 7, 2018

Mr. Rick DeMasters  
Superintendent  
Celina ISD  
205 S Colorado St  
Celina, TX 75009

Mr. DeMasters:

We appreciate the opportunity for Collin College to work with Celina ISD in offering dual credit classes for your students. We believe this is a tremendous service to your students and their parents, and we look forward to continuing or expanding the course offerings in the future.

Accordingly, we have enclosed the partnership agreement containing the specifications outlined by the Texas Higher Education Coordinating Board. Please note the following updates:

- The MOU is now a two year commitment instead of one year, covering 2018-2020.
- Under High School Facilities and Schedules, we added the statement "After a term's registration period has started, changes cannot be made to the college's class schedule, unless there are extenuating circumstances."
- Under Eligible Courses, we added the statement "Collin College does not offer physical education activity courses for dual credit."
- We added an approved programs appendix.

Two copies of the agreement signed by Dr. H. Neil Matkin, Collin's District President, are enclosed. Please sign one copy and return to us in the pre-paid envelope.

I look forward to continuing our partnership through the dual credit program and other educational endeavors. Please feel free to contact me directly if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Raul Martinez Jr.', with a long horizontal flourish extending to the right.

Raul Martinez Jr.  
Associate Vice President, P-12 Partnerships  
[RJMartinez@collin.edu](mailto:RJMartinez@collin.edu)  
972.985.3725

**Collin County Community College District and  
Celina Independent School District**  
Partnership Agreement for 2018-2020

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Collin County Community College District (Collin College) and the Celina Independent School District (Celina ISD) hereby enter into the following partnership agreement to provide opportunities for high school students to concurrently enroll in college courses and programs. This agreement is written in accordance with Title 19, Part 1, Chapter 9, Subchapter H of the Texas Administration Code pertaining to partnerships between secondary schools and public two-year colleges.

Collin County Community College District and the Celina Independent School District agree to enter into a partnership to award dual course credit. Concurrent enrollment allows students to be enrolled in high school and college at the same time. Dual credit courses are available to concurrently enrolled students and award both high school and college credit for the same class. Unless noted, this partnership agreement applies to concurrent enrollment for dual credit only.

**STUDENT ELIGIBILITY REQUIREMENTS**

Prior to enrolling in college classes, students must satisfy Texas Success Initiative (TSI) requirements. The TSI assessment is a test in reading, writing, and mathematics that is required of all students taking college-level courses at a public college in Texas. Students must also satisfy all college local assessment requirements.

High school students may be exempt from state-mandated testing if they meet the qualifying standards listed in the current Collin College Catalog. Exemptions may be extended for the SAT, ACT, or STAAR English III or Algebra II tests. Dual credit students may be able to use temporary waivers (TSI waived for one year) with appropriate scores in PSAT, Aspire, STAAR English II or Algebra I.

Students may also be exempt if they are enrolling in workforce education courses contained in a Level I certificate or a program leading to a credential of less than a Level I certificate.

Students must have permission from the high school to enroll. The college must be notified if students are receiving dual credit or if students are early admissions only.

Students must provide an official copy of their high school transcript and complete all admissions forms.

**DUAL CREDIT FACULTY QUALIFICATIONS**

All instructors will meet the minimum requirements to teach as specified by the Commission on Colleges of the Southern Association of Colleges and Schools.

The college shall select, supervise, and evaluate instructors for courses which result in the award of dual credit.

Instructors teaching dual credit courses will be required to meet the same standards, reviews, and approval procedures used by the college to select all college faculty.

Official transcripts of all faculty must be kept on file at the college.

## **COMPENSATION**

Faculty employed with the school district who teach a dual credit course under this Agreement outside of their regular duty hours with the school district are considered employees of Collin College for the purposes of the dual credit course. As employees of Collin College, such faculty will be paid for services rendered under this Agreement in accordance with Collin College's faculty compensation plan.

Faculty employed with the school district who teach a dual credit course under this Agreement as part of their regular duty hours with the school district will remain employees of the school district and not receive additional compensation from Collin College. All Dual Credit faculty qualifications outlined in this agreement still apply. Collin College will pay the school district the equivalent of the current associate faculty rate of pay and dual credit stipend for the course as consideration for the faculty member teaching the dual credit course.

## **LOCATION AND STUDENT COMPOSITIONS OF CLASSES**

Dual Credit courses may be taught on one of the college's campuses, at the high school, or at an agreed upon location.

Courses will be comprised of dual credit high school students only or of dual credit high school students and college credit students. High school students will not be allowed to concurrently enroll in college courses for high school credit only.

## **HIGH SCHOOL FACILITIES AND SCHEDULE**

The district must provide an atmosphere which promotes a collegiate environment for classes which includes adequate classroom facilities, and ensures no disruptions of college classes for announcements, pep rallies, etc., or removal of students from class to conduct high school related activities. After a term's registration period has started, changes cannot be made to the college's class schedule, unless there are extenuating circumstances.

Dual credit courses will follow the Collin College academic calendar. If the high school calendar is different from that of Collin College, the Independent School District will ensure that a classroom and facilities are available for the scheduled college class.

## **STUDENT SERVICES**

High school dual credit and concurrent enrollment students will have access to all college academic and student support services including, but not limited to, libraries, electronic library resources, writing centers, tutorial services, assessment, admissions, and academic advisement. Some services are available only on Collin College's campuses.

High school dual credit and concurrent enrollment students agree to abide by all Collin College policies and procedures as outlined in the current Student Handbook.

Students with disabilities who need accommodations must apply for disability services, provide current documentation, and be determined eligible for the accommodations at Collin College. Not all students who qualify for modification for high school classes will be eligible for accommodations in college classes.

If determined eligible for academic accommodations at Collin College, students must request accommodations each semester. Dual credit course location will determine who provides the academic accommodation needs determined by Collin College's ACCESS Department. Dual credit course accommodations offered on the high school campus are provided by high school personnel. Dual credit course accommodations offered on a Collin College campus will be provided by Collin College personnel.

### **ELIGIBLE COURSES**

All courses offered for dual credit will be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual or as a college level technical course in an Associate of Applied Science (AAS) degree or certificate program. Collin College does not offer physical education activity courses for dual credit.

The college will ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards will be upheld regardless of the student composition of the class.

Courses listed in the attached Appendix B have been approved for the 2018-2020 academic years. Programs listed in the attached Appendix C have been approved for the 2018-2020 academic years.

Additional courses may be added with verbal approval from the Independent School District and Collin College. An Appendix D may be added to reflect such changes at the request of either Celina ISD or Collin College.

### **GRADING CRITERIA**

Students will be expected to meet all requirements of the dual credit and concurrent enrollment class and will receive letter grades on their Collin College transcript. College faculty will provide numeric grades at the end of the semester to be weighted or factored into the student's high school grade point as determined by the high school district. Mid-term grades will be provided upon request. Faculty members teaching dual credit courses will alert both the college liaison and the designated high school counselor of any students having academic difficulty.

### **TRANSCRIPTION OF CREDIT**

High school and college credit will be added to the students' transcripts immediately by the high school and college upon the student's completion of the dual credit course.

### **FUNDING PROVISIONS**

State funding for dual credit courses will be available to both the Independent School District and Collin County Community College District based upon the current agreement between the Commissioner on Education and Commissioner of Higher Education.

Tuition and fees will be collected from high school students unless evidence is presented documenting the high school student's eligibility for the reduced or free lunch program in the school district. All dual credit students are responsible for purchasing their own textbooks and other required course materials.

**TERMINATION**

It is agreed that either party may terminate this agreement effective thirty (30) days after the receipt of written notification.

**ADDITIONAL SERVICES**

Both parties agree to add the College and Career Counselors Initiative as described in Appendix A.

**APPROVAL SIGNATURES**

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Mr. Rick DeMasters, Superintendent  
Celina Independent School District

Date



8-6-18

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Dr. H. Neil Matkin, District President  
Collin County Community College District

Date

**APPENDIX A: COLLEGE AND CAREER COUNSELORS INITIATIVE**

**PURSUANT** to the terms of the Partnership Agreement, both Parties agree to include the College and Career Counselors Initiative program between the School District and the College District, as described therein. Both Parties desire to describe the terms and conditions set forth in the Services in this Exhibit that are added to or changed from the Partnership Agreement. The parties understand and agree that this Partnership Agreement is the controlling document which governs the relationship between the parties regarding the modified Services and the rights and obligations of the parties arising by virtue of the Partnership Agreement. This exhibit only applies to the College and Career Counselors Initiative program and these terms only apply to this program.

**NOW, THEREFORE**, the parties, intending legally to be bound, agree as follows:

**1. BACKGROUND**

The following additions are hereby incorporated into the Collin County Community College District and the Local Independent School District Partnership Agreement to support the College and Career Counselors Initiative.

**2. COLLIN COLLEGE WILL PROVIDE THE FOLLOWING**

2.1 A College and Career Counselor assigned to the high school on a daily full-day or part-day basis in a part-time role (20 hours per week)

**3. CELINA ISD WILL PROVIDE THE FOLLOWING**

3.1 Office space for the College and Career Counselors to meet with students and or parents

3.2 Access to students for College and Career Advisement

**4. FUNDING PROVISIONS**

4.1 All salaries, fringe benefits, professional development, local travel, supplies for the College and Career Counselor will be provided by Collin College.

**5. TERMINATION (ONLY APPLIES TO COLLEGE AND CAREER COUNSELOR PROGRAM)**

5.1 Should funding for the program be eliminated mid-year, all project activity may cease.

5.2 Should funding be eliminated at academic year end, all project activity may cease. Neither Collin College nor the Local ISD will be required to fund the program.

5.3 However, should the College and Career Counselor initiative prove to be as successful as expected, both parties may continue the activity, based on a renegotiated funding mode

**APPENDIX B: COURSES APPROVED FOR CELINA ISD/COLLIN COLLEGE DUAL CREDIT FOR THE 2018-2020 ACADEMIC YEARS.****ECON 2301 Principles of Macroeconomics**

An analysis of the economy as a whole including measurement and determination of Aggregate Demand and Aggregate Supply, national income, inflation, and unemployment. Other topics include international trade, economic growth, business cycles, and fiscal policy and monetary policy. Prerequisite: Meet TSI college-readiness standard for Reading and Writing; or equivalent. 3 credit hours.

**ENGL 1301 Composition I**

Intensive study of and practice in writing processes, from invention and researching to drafting, revising, and editing, both individually and collaboratively. Emphasis on effective rhetorical choices, including audience, purpose, arrangement, and style. Focus on writing the academic essay as a vehicle for learning, communicating, and critical analysis. Lab required. Prerequisite: Meet TSI college-readiness standard for Reading and Writing; or equivalent. 3 credit hours.

**ENGL 1302 Composition II**

Intensive study of and practice in the strategies and techniques for developing research-based expository and persuasive texts. Emphasis on effective and ethical rhetorical inquiry, including primary and secondary research methods; critical reading of verbal, visual, and multimedia texts; systematic evaluation, synthesis, and documentation of information sources; and critical thinking about evidence and conclusions. Lab required. Prerequisite: ENGL 1301. 3 credit hours.

**ENGL 2332 World Literature I**

A survey of world literature from the ancient world through the sixteenth century. Students will study works of prose, poetry, drama, and fiction in relation to their historical and cultural contexts. Texts will be selected from a diverse group of authors and traditions. Prerequisite: ENGL 1302 or ENGL 2311. 3 credit hours.

**ENGL 2333 World Literature II**

A survey of world literature from the seventeenth century to the present. Students will study works of prose, poetry, dramas, and fiction in relation to their historical and cultural contexts. Texts will be selected from a diverse group of authors and traditions. Prerequisite: ENGL 1302 or ENGL 2311. 3 credit hours.

**GOVT 2305 Federal Government**

Origin and development of the U.S. Constitution, structure and powers of the national government including the legislative, executive, and judicial branches, federalism, political participation, the national election process, public policy, civil liberties and civil rights. Prerequisite: Meet TSI college-readiness standard for Reading and Writing; or equivalent. 3 credit hours.

**HIST 1301 U.S. History I**

A survey of the social, political, economic, cultural, and intellectual history of the United States from the pre-Columbian era to the Civil War/Reconstruction period. United States History I includes the study of pre-Columbian, colonial, revolutionary, early national, slavery and

sectionalism, and the Civil War/Reconstruction eras. Themes that may be addressed in United States History I include: American settlement and diversity, American culture, religion, civil and human rights, technological change, economic change, immigration and migration, and creation of the federal government. Prerequisite: Meet TSI college-readiness standard for Reading and Writing; or equivalent. 3 credit hours.

#### **HIST 1302 U.S. History II**

A survey of the social, political, economic, cultural, and intellectual history of the United States from the pre-Columbian era to the Civil War/Reconstruction period to the present. United States History II examines industrialization, immigration, world wars, the Great Depression, Cold War, and post-Cold War eras. Themes that may be addressed in United States History II include: American culture, religion, civil and human rights, technological change, economic change, immigration and migration, urbanization and suburbanization, the expansion of the federal government, and the study of U.S. foreign policy. Prerequisite: Meet TSI college-readiness standard for Reading and Writing; or equivalent. 3 credit hours.

#### **HITT 1305 Medical Terminology I**

Study of medical terms through word origin and structure. Introduction to abbreviations and symbols, surgical and diagnostic procedures, and medical specialties. 3 credit hours.

#### **HPRS 2301 Pathophysiology**

Study of the pathology and general health management of diseases and injuries across the life span. Topics include etiology, symptoms, and the physical and psychological reactions to diseases and injuries. 3 credit hours.

#### **MATH 1314 College Algebra**

In-depth study and applications of polynomial, rational, radical, exponential and logarithmic functions, and systems of equations using matrices. Additional topics such as sequences, series, probability, and conics may be included. Graphing calculator required. Lab required. Prerequisite: Met TSI college-readiness standard for Mathematics; or equivalent. 3 credit hours.

#### **MATH 2412 Pre-Calculus**

In-depth combined study of algebra, trigonometry, and other topics for calculus readiness. Graphing calculator required. Lab required. Prerequisite: MATH 1314 or the equivalent preparation. 4 credit hours.

**APPENDIX C: PROGRAMS APPROVED FOR CELINA ISD/COLLIN COLLEGE DUAL CREDIT FOR THE 2018-2020 ACADEMIC YEARS.****Associate of Arts (AA) Degree**

The following requirements must be met:

1. Earn a minimum of 60 college-level credit hours.
2. Earn a minimum of 18 credit hours at Collin College.
3. Earn a minimum cumulative grade point average (GPA) of 2.0
4. Complete the general education core curriculum of 42 credit hours.
5. Complete a minimum of 18 additional credit hours of degree requirements and electives.
6. Complete the degree requirement for the AA degree:  
\* At least one sophomore-level literature course (3 credit hours). This requirement may simultaneously meet the Humanities core requirement.

**Associate of Science (AS) Degree**

The following requirements must be met:

1. Earn a minimum of 60 college-level credit hours.
2. Earn a minimum cumulative grade point average (GPA) of 2.0
3. Earn a minimum of 18 credit hours at Collin College.
4. Complete the general education core curriculum of 42 credit hours.
5. Complete a minimum of 18 additional credit hours of degree requirements and electives.
6. Complete the mathematics and science degree requirements for the AS degree:
  - A. Complete at least six credit hours of mathematics from the AS Math course options. Three credit hours of these mathematics will also meet the Mathematics core requirement.
  - B. Complete at least eight credit hours of natural science from the AS Science course options. A two-course sequence is recommended. These Science courses will meet the Natural Science core requirement.

**Associate of Applied Science (AAS) Degree**

AAS degrees require 60-68 credit hours with at least half of the coursework in a technical specialty area of the degree. All AAS degrees require a minimum of 15 credit hours of general education. The 15 credit hours of general education coursework must be distributed as follows:

1. At least three semester credit hours from humanities/fine arts;
2. At least three semester credit hours from social/behavioral sciences;
3. At least three semester credit hours from natural sciences/mathematics.

**Associate of Arts in Teaching (AAT) Degree**

The following requirements must be met:

1. Earn a minimum of 60 college-level credit hours.
2. Complete the General Education Core of 42 credit hours.
3. Earn a minimum cumulative grade point average (GPA) of 2.0.
4. Earn a minimum of 18 credit hours at Collin College.
5. Complete all the courses listed for one of three AAT diploma options.

Collin offers degree plans with three specializations in mind: early childhood through grade 6; middle grades (grades 4-8); and high school (grades 8-12).